

NORTH CENTRAL RAILWAY (NCR)
Office of the Principal Chief Materials Manager

Terms and Conditions for GLOBAL TENDERS - Version 1.0

General Instructions:

- (a) In a tender, either the Indian agent/dealer 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 such a situation, offer of both will be rejected.
- (b) If an agent/dealer submits bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In such a situation, offer of both will be rejected.

1. Tenderer may quote in Foreign Currency or in Indian Currency i.e. Indian Rupees (INR) in case of GLOBAL TENDER and only *Incoterms* (International Commercial Terms) to be used.

Offers in respect of Imported items fall within one of the following categories: -

- a) Overseas OEM/Manufacturer quoting directly against NCR's tender.
- b) Overseas OEM/Manufacturer quoting directly against NCR's tender involving Indian Agent.
- c) An Indian Agent quoting in Indian Rupees (INR) on behalf of foreign principals or OEM/Manufacturer.

1.1 Overseas OEM/Manufacturer quoting directly against NCR's tender without involving Indian Agent:

Overseas OEM/Manufacturer quoting directly against NCR's tender have to comply with the tender conditions as contained in this document.

1.2. Overseas OEM/Manufacturer quoting directly against NCR's tender involving Indian Agent:

Where an overseas OEM/Manufacturer quotes directly involving an Indian Agent, following provisions must be adhered to: -

1.2.1. An 'Agency Agreement' between them and their agent should be submitted along with their offer, which is mandatory, and non-submission of the same may cause rejection of the offer. It is, therefore, advised that the overseas OEMs or principals must ensure existence of a legally tenable 'Agency Agreement' before the offer is submitted for consideration and the same is attached with offer.

1.2.2. The 'Agency Agreement' should inter-alia contain the following:-

- a. The precise relationship between the foreign manufacturer or the principal and their Indian Agents,
- b. The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,
- c. Any payment which the Agent receives in India or abroad from the Manufacturer/Principal whether as commission for the contract or as general retainer fee,

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,

e. Indian Agent's Income-Tax Permanent Account number,

f. Past performance, if any.

1.2.3. Tenderers are to note that in case any of the requirement(s) in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

1.2.4. The foreign bidder shall disclose Amount of commission and/or remuneration included in the quoted price(s) for such agent/representative in India.

1.2.5. 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 purchaser in India in equivalent, Non-convertible Indian Rupees, after satisfactory execution of the contract.

1.3. 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 applicable:-

1.3.1. To quote with tender specific authorization from the foreign manufacturer.

1.3.2. To submit current and valid authorization / dealership certificate of foreign Manufacturer/Principal.

1.3.2. To quote "FOR destination" price which means Total Unit Rate including all cost elements totaling upto destination i.e. cost of materials + Taxes & duties + Freight upto destination + other charges (if, any). All elements of total unit rate should be quoted separately as provided for in financial e-bid.

1.4 Quotations in Foreign Currency:

i) The firms should quote on FOB price basis (OR) CFR price basis at Kolkata Port (indicating FOB price and freight element separately), as indicated in the tender schedule.

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 they have for servicing in India. They should quote FOB/CFR price basis at Kolkata 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.

iii) The prices should be quoted in one currency and should be either in US dollars or in a freely convertible currency.

1.5 The prices expressed in various currencies will be converted to INR at the B.C. selling exchange rate established by State bank of India as on the closing date of tender.

1.6 All tenders will be evaluated on the basis of Landed Cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated below:

a) CIF cost will be calculated by adding freight and Insurance to quoted FOB price or adding Insurance to quoted CFR price (excluding agency commission). Insurance charges will be as per Indian Railways Open Cover Policy

b) Landing Charge. [Assessable value = CIF value+Landing Charge.]

c) Custom duty on Assessable value

d) Port Charge on FOB value.

e) LC charge on FOB value.

f) Inland freight on FOB value.

g) Agency commission, if any.

Landed Cost will be sum of above i.e. CIF + Landing charges + Custom duty + Port Charge+ Inland freight + LC opening Charges + Agency Commission.

1.7 The agent is official representative of Manufacturer/ Principal/ Bidder. Accordingly Manufacturer/Principal/ Bidder shall be fully responsible for the conduct of their appointed agent.

1.7.1. 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.

1.7.2 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% (or as allowed by the Govt. of India from time to time) of FOB and must be declared transparently. Railways reserve the right to verify the same.

1.8 For bearings manufactured in foreign countries, Visual inspection by NCR or 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.

Terms and Conditions for FOB Contracts

1. INSURANCE:

Insurance applicable for consignment will be as per terms & conditions contained in letter no. RS(POL)058/0508/2022/Re-tender dt. 22.12.2022 of Railway Board through M/s. The New India Assurance Company Limited, 201-2014, 2nd floor, 89 Hemkunt Chamber, Nehru place, New Delhi-110019.

2. SHIPPING CLAUSE:

a) The shipment of materials will be arranged by the Shipping Co-ordination Officer, Ministry of Transport, Department of Surface Transport (Chartering Wing), Govt. of India, New Delhi through M/s. The New India Assurance Company Limited, 201-2014, 2nd floor, 89 Hemkunt Chamber, Nehru place, New Delhi-110019.

b) Adequate notice about the readiness of the materials to be given from time to time for finalizing the Shipping Space. The bill of lading should be cleared and drawn so as to show the Govt. of India as SHIPPER and the 'PORT CONSIGNEE' is CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata – 700001, India or the ultimate consignee as mentioned in tender schedule.

c) The Bill of Lading should be drawn so as to indicate Govt. of India as 'SHIPPER'. Moreover, the name of the ultimate government consignee should be shown in the body of the bill of lading for & on behalf of the President of India.

d) While furnishing Invoice of the Cargoes, the firm must furnish case-wise packing list as below:

i. Overall size of the case.

ii. Net and Gross weight of the case.

iii. Quantity of materials packed in the case.

iv. Total value of the materials packed in the case.

e) This is necessary to identify the Cargo as Govt. Cargoes for the purpose of claiming freight rebate admissible in respect of such Cargoes. The non negotiable two copies of Bill of Lading indicating the gross freight amount to be forwarded immediately after shipment of stores to the the ultimate consignee as mentioned in tender schedule.

f) The non-negotiable two copies of bill of lading indicating the gross freight amount should also be forwarded immediately after shipment of Stores to the following Officers:

i. Secretary, Shipping Co-ordination Committee, Ministry of Transport, Department of Surface Transport (Chartering Wing), Govt. of India, New Delhi-110001.

ii. M/s. The New India Assurance Company Limited, 201-2014, 2nd floor, 89 Hemkunt Chamber, Nehru place, New Delhi-110019.

3. SHIPPING MARKS:

Name and address of the ultimate consignee as mentioned in tender schedule.

4. PORT CONSIGNEE:

a) For Sea-Borne Consignments:

Port-Consignee will be CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata- 700001, West Bengal/India.

b) It is to be ensured that Port Consignee receives timely negotiable copies of Bill of Lading/signed invoice (original copy), maker's TC packing list, Inspection Certificate and Country of Origin Certificate for clearing the goods, failing which any loss or damages during transit as also demurrage charge, if any, will be on bidder's account.

5. SHIPPING DOCUMENTS & DOCUMENTS OF DELIVERY:

a) The following Documents required for clearance at Kolkata Port should be sent to the CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata – 700001, India being the port consignee after shipment by next registered Air Mail.

i. Non-Negotiable copies of Bill of Lading.

ii. Copy of bill of lading showing ocean freight charges – 5 copies.

iii. Signed Invoice showing value & name of the type of commission/discount, if allowed, so that correct value for purpose of levying customs duty can be assessed- 5 copies.

iv. Country of Origin Certificate.

v. Inspection Certificate of the Authority

vi. Packing List- 3 copies.

vii. Copy of advice to M/s. The New India Assurance Company Limited, 201-2014, 2nd floor, 89 Hemkunt Chamber, Nehru place, New Delhi-110019.

viii. Shipping Co-ordination Committee, Ministry of Transport, Department of Surface Transport (Chartering Wing), Govt. of India, New Delhi,

ix. Maker's Test -cum-Inspection Certificate.

6. ULTIMATE CONSIGNEE:

The ultimate consignee as mentioned in tender schedule for and on behalf of the President of India.

7. ADVICE OF SHIP CLOSING PARTICULARS TO THE INSURANCE COMPANY:

a) As item of Stores are covered by an open cover Insurance by the purchaser through M/s. The New India Assurance Company Limited, 201-2014, 2nd floor, 89 Hemkunt Chamber, Nehru place, New Delhi-110019. it is the responsibility of suppliers to ensure necessary ship closing particulars giving details of:

i. Description of materials in transit.

ii. Contract reference.

iii. Terms of Insurance- All risks against Marine Open Cover No. _____ (as applicable at relevant time) from Port of Shipment to Chittaranjan Locomotive Works, Ministry of Railways, P.O.Chittaranjan, Dist. Burdwan, West Bengal, India.

iv. Invoice value of the consignment.

v. No. of packages and size, weight.

vi. Vessels name, Bill of lading No. and date and Port of Shipment

vii. Actual freight is furnished to the insurance Co. under advice to the port consignee.

b) To ensure that the above closing particulars are furnished within the time stipulated as under:

i. In case of consignment valuing over Rs.10 lakh, the above intimation should send to the Insurance Co. and others by Cable/Telex within 48 Hours from the date of shipment.

- ii. In case of consignment valuing under Rs.10 lakh, the above intimation should be sent to the Insurance Co. and others by Fax within 48 Hours from the date of shipment.
- iii. The above formalities should be adhered to strictly to make the Insurance effective, failing which the suppliers will be liable/responsible for any rejection of the claim by the Insurance Company due to loss/damage/pilferage of the consignment during the transit from the Port of shipment to the ultimate destination.

Terms and Conditions for CIF Contracts

1) INSURANCE:

Necessary insurance will be arranged by the supplier and Insurance certificate against buyer's risk of loss/damage during the carriage and copy to be sent to the ultimate consignee as mentioned in tender schedule.

2) SHIPPING CLAUSE:

- a) The shipment of material will be arranged by the supplier and they must pay the costs and freight necessary to bring the goods to the named port of destination. The Bill of Lading should be cleared showing the 'PORT CONSIGNEE' as CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata-700001, India.
- b) The name of the ultimate Government Consignee should be shown in the body of the Bill of Lading as mentioned in tender schedule.
- c) While furnishing Bill of Lading, the firm must furnish case-wise packing list as below:
 - (i) Overall size of the case.
 - (ii) Net and Gross weight of the case.
 - (iii) Quantity of materials packed in the case.
 - (iv) Total value of the materials packed in the case.
- d) Two copies of Bill of Lading indicating the gross freight amount should also be forwarded immediately after shipment of stores to the following officers: To the ultimate consignee as mentioned in tender schedule.

3) SHIPPING MARKS:

Name and address of the ultimate consignee as mentioned in tender schedule.

4) PORT CONSIGNEE:

Port Consignee will be CMM/BI/Eastern Railway/Kolkata. It is to be ensured that Port Consignee receives timely negotiable copies of Bill of Lading/signed invoice (original copy), maker's TC packing list, Inspection Certificate and Country of Origin 'Certificate for clearing the goods, failing which any loss or damages during transit as also demurrage charge, if any, will be on seller's account.

5) SHIPPING DOCUMENTS & DOCUMENTS OF DELIVERY:

The following Documents required for clearance at Kolkata Sea Port should be sent to the port consignee immediately after Shipment by next registered Air Mail:

- (i) Non-Negotiable copies of Bill of Lading.
- (ii) Copy of Bill of Lading showing freight charges- 5 copies.

- (iii) Signed Invoice showing value & name of the type of commission/discount, if allowed, so that correct value for purpose of levying customs duty can be assessed- 5 copies.
- (iv) Country of Origin Certificate.
- (v) Maker's Test-cum-Warranty Certificate/Inspection Certificate.
- (vi) Packing List- 3 copies.
- (vii) Insurance certificate procured against buyer's risk of loss/damage /luring the carriage.
- (viii) ULTIMATE CONSIGNEE: Name and address of the ultimate consignee as mentioned in tender schedule.

6) ADVICE OF SHIP CLOSING PARTICULARS TO THE INSURANCE COMPANY:

- (i) As item of Stores are covered by an open cover Insurance by the seller, it is the responsibility on the part of suppliers to ensure necessary ship closing particulars giving details of:
 - a. Description of materials in transit.
 - b. Contract reference.
 - c. Terms of Insurance- All risks against Marine Open Cover No. _____ (as applicable at the relevant time) from Port of Shipment to the ultimate consignee as mentioned in tender schedule.
 - d. Invoice value of the consignment.
 - e. No. of packages and size, weight.
 - f. Ship No. Bill of Lading No. and date and Port of Shipment.
 - g. Actual freight is furnished to the Chief Material Manager/BI/Eastern Railway/Kolkata-700001.
- (ii) To ensure that the above closing particulars are furnished within the time stipulated as under:
 - (a) In case of consignment valuing over Rs.10 lakh, Cable/Telex/FAX should be send to the Insurance Co. and others within 48 Hours from the date of shipment.
 - (b) In case of consignment valuing under Rs.10 lakh, the above intimation should be sent to the Insurance Co. and others by Fax within 48 Hours from the date of shipment.
 - (c) The above formalities should be adhered to strictly to make the Insurance effective, failing which the suppliers will be liable/responsible for any rejection of the claim by the Insurance Company due to loss/damage/pilferage of the consignment during the transit from the Port of shipment to the ultimate destination.
