TENDER
Track-I/TWS/1/2012

FOR

FABRICATION AND SUPPLY
OF
THICK WEB SWITCHES (60 kg)

Due date - 16.04.2012
Time of Submission: 1400 hrs. IST
Time of opening of Bid: 1430 hrs. IST

Venue: RAIL BHAVAN, NEW DELHI- 110001, INDIA

FAX: 91-11-23303706

E-mail: edtp@rb.railnet.gov.in

Price: In land............ `2,000/-
TENDER INVITATION

Tenders are invited for and on behalf of the President of India from ISO-9001 certified, RDSO approved firms for 1 in 12 curved switch manufacture in Part-I category for supply of following items:

<table>
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<th>Tender No.</th>
<th>Description of Stores</th>
<th>Quantity</th>
<th>Cost of Tender Document</th>
<th>Earnest Money Deposit</th>
<th>Last date of submission/opening of tender</th>
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<tr>
<td>Track-I/ TWS/1/2012</td>
<td>Fabrication and supply of Thick Web Switches (60kg)</td>
<td>5667 Sets (Five Thousand Six Hundred &amp; Sixty Seven)</td>
<td>`2000/-</td>
<td>`10,00,000/- (Rupees Ten Lakhs)</td>
<td>16.04.2012</td>
</tr>
</tbody>
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2. Non-transferable Tender Documents containing detailed description of the stores required as also other terms and conditions may be had from the office of the Railway Board, Ministry of Railways, Rail Bhavan, Room No. 138, Raisina Road, New Delhi – 110 001. The cost of tender document is to be deposited with Head Cashier, Northern Railway, Baroda House, New Delhi. The tender documents will be issued on submission of original receipt thereof.

3. The sale timings of tender documents will be 10.00 hrs. to 13.00 hrs. on all working days. The offer complete in all respects will be received upto 14.00 hrs. and will be opened at 14.30 hrs. on the date specified above.

Tenderers will be required to:

(i) Furnish Earnest Money Deposit for the amount specified above, valid for 225 days from the date of tender opening, and
(ii) Keep their offer open for 180 days from the date of opening of the tender

4. The tender documents are also available on Indian Railway’s website i.e. www.indianrailways.gov.in The tender documents downloaded from the above website shall be equally valid for participation in the tender. Nevertheless the bidder shall be required to pay the cost of tender document specified above in the form of demand draft, drawn in favour of FA&CAO, Northern Railway, New Delhi alongwith the offer.

(NAVEEN CHOPRA)
Executive Director Track (P)
MINISTRY OF RAILWAYS
RAILWAY BOARD

No. Tender No.Track-I/TWS/1/2012 (Downloaded from Internet)

Fabrication and Supply of Thick Web Switches(60kg)

________________________________________________.

INSTRUCTIONS TO TENDERERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender file is to be downloaded from the internet and printout is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the downloaded tender document is required to be printed through laser printer only. Submission of Xerox or photocopy of the tender document is prohibited.

2. This tender document (in full) downloaded along with the various documents is required to be submitted as per the tender conditions in a sealed cover duly subscribing with the name of the work, tender notice no, and date of submission of tender, downloaded from the internet etc. and the same should be dropped in the box nominated for the purpose in the office of Executive Director Track(P) Ministry of Railways, Railway Board, New Delhi before the due date and time of submission, stipulated in the tender document.

3. The tender documents are available on Indian Railway website i.e. www.indianrailways.gov.in and the same can be downloaded and used as tender document for submitting the offer. The cost of the tender document as indicated in the tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of “Financial Advisor and Chief Accounts Officer Northern Railway, Baroda House, New Delhi” along with the tender document. This should be enclosed as per separate demand draft and not to include in the earnest money. A single demand draft for the cost of the tender form and earnest money deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.

4. The earnest money deposit required for this tender as stipulated in the tender document is also to be submitted separately.

5. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the tenderer to check any correction or any modification published subsequently in web site and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s(Amendments), is liable to be rejected. The Railway will not be responsible for any postal delays/delay in downloading of tender document from the internet.

EXECUTIVE DIRECTOR TRACK (P)
For and on behalf of President of India.

Signature of Tenderer(s)/Contractor(s)

Dated ________________________________.
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)

Tender No. Track-I/TWS/1/2012   (Downloaded from Internet)

Fabrication and Supply of Thick Web Switches(60kg)

6. The tenderer may please note that the rate per item should be written in figures and words by black or blue ball point pen only. Each page of the tender document should be signed by the tenderer.

7. Tenderer/s are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as a tender document for submitting their offer. Master copy of the tender document is available in the office of the Executive Director Track(P), Ministry of Railways, Rail Bhavan, New Delhi. After award of the work an agreement will be prepared based on the master copy of the tender document available in the above mentioned office. In case, any discrepancy between the tender document downloaded from the internet and the master copy, latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.

8. If any change/addition/deletion is made by the tenderer/contractor and the same is detected at any stage, even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from the business with the Railways and/or prosecuted.

9. The following declarations should be given by the tenderer while submitting the tender.

a) I/We downloaded the tender from the internet site www.indianrailways.govt.in and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and full earnest money deposit will be forfeited and I/We am/are liable to be banned from business with Railways and/or prosecuted.

b) I/We hereby submit a demand draft No. ______________________-dated__________________ issued by _____________________________for `________________________towards the cost of tender form.

Signature of Tenderer(s)

Date:

__________________________________________

EXECUTIVE DIRECTOR TRACK (P)
Signature of Tenderer(s)/Contractors(s)

Date: __________________
# TENDER DOCUMENT

Fabrication & Supply of Thick Web Switches (60kg)

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## SECTION I
### INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

1.0 OBJECTIVE OF THE TENDER

The basic objective of this tender is to procure Thick Web Switches (TWS) to modernize the Indian Railway track for coping with the increased speed and Heavy Axle Load (HAL). The purpose of putting TWS in the track is to improve the throughput on Indian Railway. The TWS will be a quality product based on a Quality Assurance Programme (QAP) and best practices, the world over, within a time bound programme.

Indian Railway has a limited experience of TWS in the last few years. Yet to meet the sudden growing need, due to boom in the Indian economy, Indian Railway (IR) is going in for the procurement of TWS in bulk quantity.

2.0 GENERAL INSTRUCTIONS:

2.1 On behalf of the President of India, the Executive Director Track (P), Ministry of Railways (Railway Board) (hereinafter referred to as Purchaser) invites offers for Thick Web Switches as set forth in the "Special Conditions of Contract" and "Schedule of Quantities".

2.2 All offers in the prescribed form should be submitted before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date are liable to be rejected.

2.3 All information in the offer must be in English or Hindi. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the latter will prevail.

2.4 RDSO approved firm may submit the tender in their individual capacity or in JV with any other firm(s).

2.5 No deviation shall be allowed from the specifications, terms and conditions stipulated in this Tender Document and tenders containing deviations are liable to be rejected. Deviation, if insisted upon must be brought out in a separate "Deviation Sheet" detailing Clause No. (of the Tender document) stipulated as per clause and deviation asked for. Otherwise the tenderer shall be deemed to have accepted all provisions of the Tender documents.

2.6 The tenderer is not entitled to any agency commission.
2.7 Bidders may also download the bidding documents from web site of [http://www.indianrailways.gov.in](http://www.indianrailways.gov.in) but it will be the responsibility of the bidder to make proper sets and submit documents properly, along with cost of bid documents of `2,000/- in the form of demand draft in favour of “FA&CAO/Northern Railway, New Delhi”.

2.8 Purchaser reserves the right to split tendered quantity for reasons like vital/critical nature of the item and quantity to be procured for meeting project targets etc.

3.0 TECHNICAL INFORMATION

3.1 The items offered should be in accordance with the stipulated drawings and specifications in ‘Schedule of Quantities’. Details of variations from the drawings and specifications, if any, should be clearly indicated.

4.0 QUALIFYING REQUIREMENTS OF TENDERERS

4.1 The tenderer should satisfy following qualifying criteria:-

4.1.1 The tenderer/one of the partner of the tenderer, must be RDSO approved firm for 1 in 12 curved switch manufacture in Part I category, having ISO 9001 certification for the same, on the date of opening of tender. A RDSO approved firm can submit only one offer, individually or as a member of the JV. If any RDSO approved firm quotes in more than one offer, all such offers of RDSO approved firm including of the JV of which he is a member would be summarily rejected. Also the JV with a RDSO partner shall have to surrender the approved enlistment status of the RDSO approved partner in the JV, right away, on award of the contract.

4.1.2 (i) The TWS should be fabricated and supplied from the RDSO approved premises of the tenderer. The tenderers must clearly indicate in their offer whether they have the appropriate CNC Plano Milling machine installed in their premises or have ordered the appropriate one or are yet to place the order; otherwise their offer will be summarily rejected.

(ii) In case of tenderers having appropriate CNC Machine in their premises details thereof shall accompany their offer. In case of tenderers not having CNC machine in their premises, offers must accompany an undertaking for installing the same within 270 days from the date of issue of counter offer/Advance Letter of Acceptance of the tender. RDSO shall be entitled to inspect the installed CNC Machine in their premises. For commissioning of CNC Plano Milling machine, no time over run on any account shall be given. If the CNC Machine is not installed as stipulated, the Performance Guarantee bond shall be forfeited and the contract will be rescinded.
iii) (a) The Purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of Purchaser.

(b) The Quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers in the manner detailed in the table below:

<table>
<thead>
<tr>
<th>Price Differential between L1 and L2</th>
<th>Quantity distribution ratio between L1 and L2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 3 %</td>
<td>60:40</td>
</tr>
<tr>
<td>More than 3% and upto 5 %</td>
<td>65:35</td>
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| More than 5 %                        | Atleast 65 % on the L1 tenderer. The quantity to be ordered on the L2 tenderer will be decided by TC/TAA keeping in view the following conditions:-

(i) The rate of the highest eligible tenderer within the zone of consideration is, per-se, reasonable to the Purchaser.

(ii) In the cases of inadequate capacity-cum-capability, etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety etc. of the railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principle of natural Justice and Equity.

(c) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent / logical/ equity based extrapolation of the model as indicated above.
(d) The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.

(iv) The CNC Plano-milling machine should be able to handle Thick Web Switch in the required length (minimum table length of 13M) in one set up for milling operation in all X, Y & Z directions without handling/re-handling the rail etc., involved in fabrication of tongue rails. The Plano-milling machine should have CNC panel to control the Planning operation by microprocessor. Tenderer will furnish complete details of this machine such as performance characteristics, machining length, number of milling heads, make & photograph etc., along with his offer. The structure of the machine should be robust and strong enough to ensure its stability without vibrations while machining. No bending of the rail will be permitted prior to its machining.

Purchaser/RDSO will have the right to inspect the premises of the firm to verify the required CNC milling machine and pass judgment about its appropriateness.

4.1.3 Joint Venture company

(A) The tenderer may be a joint venture (JV) company with identified partners. Such joint venture company should be registered with Registrar of Companies or any other authority under the law before submission of offers. Copies of the above duly authenticated in law shall be submitted along with the offer. The offers of Consortium or unregistered Joint Ventures will not be considered.

(B) The joint venture company shall nominate and authorize the partner who meets the technical eligibility criteria to incur liability and receive instructions for and on behalf of any and all partners of joint venture. He will be called as lead partner, in case of JV with foreign firm; lead partner will be Indian partner. Authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners of the joint venture with further stipulation that it shall be valid for entire period of completion of the work.

(C)(i) The joint venture company, duly registered in India, shall be legally liable, for bidding, concluding the contract and for the successful execution of the contract in accordance with the contract terms.

(ii) Documents submitted shall include among other things, the joint
venture’s objectives, the contribution of each partner to the joint agreement, finance operation, role and responsibility of the each partner covering all aspect of the planning and execution of the work, the commitment of the partners to jointly and severally liable for due performance.

(iii) In addition recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities shall be spelt out and shall be binding on each partners of joint venture.

(D) The JV Company will also submit an unconditional undertaking along with tender documents to the effect that there shall be no change of constituting parties during the process of award of contract and thereafter during the currency of the contract, in case the contract is awarded, without prior written permission of the purchaser.

4.1.4 The cumulative turnover of the tenderer/Indian Partner(s); in case of JV firm, for the previous three years i.e. 2008-09, 2009-10, 2010-11 and current financial year should be at least `15.00 crores.

4.2 Documents to be submitted by the Tenderers: The documents required under the tender conditions for submission along with the tender are listed below. The tenderers are advised to examine various conditions and submit necessary documents accordingly.

  i) The offer in original, duly filled in, stamped, dated and signed on each page.
  ii) Deviation sheet clearly elaborating deviations, if any (As per Annexure I).
  iii) Details of CNC Plano-milling Machine/undertaking for installing CNC, as stipulated in 4.1.2(ii) of ITT.
  iv) Copy of Annual reports of the company indicating its turnover for various financial years/Chartered Accountant’s certificate.
  v) Copy of latest ISO 9001 certificate as stipulated in para 4.1.1 of ITT.
  vi) Authenticated copy of agreement/documents related to JV.
  vii) Bank Guarantee for Earnest Money as per clause 5.1 of ITT.
  viii) Details of equipment, employment and quality control (As per Annexure IV).
  ix) In addition to the above, any other information, if required by the purchaser shall be promptly furnished by the tenderer.
4.3 Tenderer not submitting the requisite information and not conforming to performance standards specified should note that his offer is liable to be rejected.

5.0 EARNEST MONEY DEPOSIT

5.1 Earnest Money Deposit of `10.00 lakh (Rupees Ten Lakh only) shall accompany each tender. The Earnest Money shall be in one of the following forms:

5.1.1 A crossed Bank Draft in favour of the “Financial Advisor and Chief Accounts Officer, Northern Railway, New Delhi” from a Nationalized/Scheduled commercial bank in India governed by RBI guidelines.

5.1.2 A Bank Guarantee of equivalent amount issued by Nationalised/Scheduled commercial bank in India governed by RBI guidelines acceptable to purchaser in the form provided in the Bid Documents at Annexure-III valid for 225 days.

5.2 If the validity of the offer is extended the Earnest Money Deposit/Bank Guarantee duly extended, shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered.

5.3 No interest will be payable by the purchaser on the Earnest Money.

5.4 The Earnest Money deposited is liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect as stipulated in Bank Guarantee Proforma for Earnest Money within the validity period.

5.5 EMD of the unsuccessful bidders will be refunded to them within 30 days after expiry of final bid and will be refunded to the successful tenderers on receipt of Performance Guarantee.

5.6 Any tender not accompanied by Earnest Money in one of the approved forms given in clause 5.1 and 5.1.1 above will be rejected as being non-responsive.

5.7 Validity of the offer: - Bid should remain valid for 180 days from date of opening of tender.
6.0 SUBMISSION OF OFFERS:

6.1 All offers shall be either typed or written neatly in indelible ink.

6.2 Any individual(s) signing the tender or other documents connected therewith should specify whether he is signing as:

i) sole proprietor of the concern or as attorney of the sole proprietor;

ii) a partner or partners of the firm.

iii) a Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.

iv) In case of JV, tender and other documents should be signed by the lead partner or his authorized representative. The authorization letter should be signed by all the JV members.

6.3 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the purchaser for verification, if required.

6.4 All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form.

6.5 Offer, in the prescribed form should be addressed to the President of India through the Executive Director Track (P), Ministry of Railways (Railway Board), Rail Bhavan, Raisina Road, New Delhi, India and submitted in the manner specified in the Tender Documents. Railway will not be responsible for any postal delay.

6.6 Offers are required from the actual performer. Offers from other agents, brokers and middlemen will not be accepted.

6.7 The tenderer should give an unambiguous offer.

6.8 Each page of the offer should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
6.9 OFFERS BY FAX

6.9(i) FAX offers accompanied by bid security are acceptable. Offers received through FAX at the time of opening of bid and complete in all respects and duly signed by the authorized signatory shall be accepted subject to the firm submitting a post confirmation copy duly signed by the authorized person as per the tender conditions within 10 (ten) working days for indigenous firms and 21 (twenty one) days for foreign firms. However, fax offers should be accompanied by ‘Bid Security’ in original as per required in the Bid invitation.

6.9(ii) The offers received by FAX shall be deemed as un-responsive in case confirmation copy is not received within the time stipulated in clause 6.9(i) above.

6.9(iii) It shall be the sole responsibility of the bidder to ensure that the FAX offers are dropped in appropriate tender box/submitted in sealed cover/covers and within prescribed time and date.

7.0 DELIVERY PERIOD

7.1 The ordered quantity is required to be delivered as indicated below:-

<table>
<thead>
<tr>
<th>Year</th>
<th>1st Quarter</th>
<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>0 sets</td>
<td>750 sets</td>
<td>750 sets</td>
<td>1000 sets</td>
</tr>
<tr>
<td>2nd Year</td>
<td>1250 sets</td>
<td>1250 sets</td>
<td>667 sets</td>
<td>--</td>
</tr>
</tbody>
</table>

8.0 PRICES

8.1 The Tenderer shall quote the rates in Indian Rupees only for the items indicated in the Schedule of Quantities.

8.2 TDS (Tax Deducted at Source) as applicable and any other statutory deduction as per Government of India Law, if any, shall be deducted from Contractor’s bills.

8.3 The Prices quoted by the tenderer will be inclusive of, all taxes, levies, duties and any other charges leviable including tax deducted at source, except CST/VAT, and excise duty on the finished goods, which shall be paid as per Clause 9 of Special Conditions of Contract. However, the tenderer shall clearly mention the break up of basic rate, CST/VAT and excise duty on the finished goods. The quoted price shall include all packing & handling charges both prior to shipping and at the time of shipping, ocean freight charges and
marine insurance charges, loading, unloading, handling, re-handling, all lead & lifts etc. complete. No extra payment shall be made on this account.

8.4 Freight for transportation of the end forged asymmetrical rails from the end forging plant as well as transportation charges of the finished goods upto consignee will be paid at the rate of 120% of the corresponding rail freight, by shortest possible route.

8.5 **Nothing extra shall be paid for tests & inspection as stipulated in the specification & tender conditions.**

8.6 The tenderers are to quote their rates in figures and in words, as an Item Rate in schedule of Quantities.

   a) Where there is a discrepancy between the rates in figures and in words, the rate given in words will govern; and

   b) Where there is a discrepancy between the unit and the line item total, resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

9.0 **EVALUATION OF THE OFFERS:**

9.1 Tenderer shall clearly indicate Basic rate, Excise Duty and CST/VAT of finished goods separately while quoting their rates. In case ED and CST/VAT is mentioned extra without mentioning any value, the offer shall be evaluated for comparison purpose by loading maximum rate of ST/VAT/ED on same.

9.2 The tenders received will be evaluated by the Railways to ascertain the technical suitability and negotiations shall be conducted with the lowest technically suitable tenderer, if felt necessary by the Purchaser.

9.3 Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will also be taken into consideration in the evaluation of offers.

9.4 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
10.0 ACCEPTANCE OF TENDER

10.1 Acceptance of tender will be communicated by either Fax, e-mail, Telegram, Express letter or formal acceptance of tender direct to the tenderer. In case where acceptance is indicated by Fax, e-mail, Telegram or Express Letter, the formal acceptance of tender will be forwarded to the contractor as soon as possible but the Fax, e-mail, Telegram or Express letter should be deemed to conclude the contract.

11.0 EFFECT AND VALIDITY OF OFFER

11.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim against the Railway for rejection of his offer. The Railway shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the purchaser.

11.2 The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Railway to the tenderer. While the offers are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Railway by any means. If necessary, the Railway will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

11.3 In exceptional circumstances, the purchaser may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writings (or by Fax or e-mail). The EMD provided under Clause 5.0 shall also be suitably extended. A bidder may refuse the request without forfeiting EMD. A bidder granting the request will not be permitted to modify his Bid.

12.0 GENERAL

12.1 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding Paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, are liable to be rejected.
12.2 In case of conflict in tender conditions, i.e., two or more instructions are found for the same matter, homogenized interpretation should be viewed. However, the following order of priority will be given in interpretation of the clause; Schedule of Rates, Instruction to the tenderer, special condition of the tender and standard condition of the tender.

13.0 LAST DATE OF RECEIPT OF THE TENDER

13.1 The offers complete in all respects should reach the Executive Director Track(P), Ministry of Railways (Railway Board), Rail Bhavan, Raisina Road, New Delhi, not later than 1400 hrs. on 16.04.2012.

13.2 The Tenders received shall be opened in the presence of the tenderers or their representatives, who wish to be present at the time of opening of tender, at 1430 hrs. on 16.04.2012. The names of tenderers shall be read out at the time of opening of the Tender.

13.3 Offers received after due date and time shall not be considered.

Executive Director, Track(P)
Railway Board
For & on behalf of the President of India
## SECTION-II
### STANDARD CONDITIONS OF CONTRACT
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STANDARD CONDITIONS OF CONTRACT

1. DEFINITIONS:

1.1. Throughout these conditions and in the specifications, the terms:-

(i) "The purchaser" means the President of India, acting through the Executive Director Track(P), Ministry of Railways (Railway Board) unless the context otherwise provides.

(ii) "The Inspecting Officer" means the person, agency or department nominated by the purchaser to inspect the work on his behalf and the deputies of the Inspecting Officer so nominated.

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

(iv) 'Contract' means and includes the bid invitation, instructions to tenderers, standard conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, schedule of quantities, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the purchaser and the contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed.

2. EXECUTION:

2.1. The whole contract is to be executed in the most approved, substantial and workman like manner to the entire satisfaction of the purchaser or his nominee, who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the work at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.

3. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING CONTRACT:

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

3.2. Consignee’s Right of Rejection:

i) Notwithstanding any approval which the inspector may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract whether with or without any test carried out by the contractor or the inspector or under the direction of the inspector and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part, portion of consignment thereof within 15 days after actual delivery thereof to him at the place or destination specified in the schedule, if such stores or part/portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how-so-ever.

ii) Provided that where, under the terms of the contracts the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the purchaser’s risk after their delivery to the interim consignee but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part/portion of consignment thereof upon their actual delivery to him at the destination, if they are not in all respects in conformity with the terms and conditions of contract, except whether they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

iii) The provisions contained in the clause-19 relating to the removal of stores rejected by the Inspector shall, mutates mutandis, apply to stores rejected by the consignee as herein provided.

4. INDEMNITY:

4.1. The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the said work for infringement of any right
protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark, being made against the purchaser he shall notify the contractor of the same and the contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement or any litigation that may arise there from.

5. **PRICES:**

5.1. The prices stated are to include all costs of stamping, painting, marking, protection or preservation of the stores and any claim, whatsoever, that may arise from the manufacture, packing, shipment, marking or delivery of stores in accordance with those considerations and include payment by the contractor of dock and harbour dues, port’s rates, export taxes and other fees or charges, if any, levied because of exportation shall not be entertained. The prices stated are also to include all rights of patent, registered design or trade mark and the contractor shall indemnify the purchaser against all claims in respect of the same.

6. **TRANSFER AND SUBLETTING:**

6.1. The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

7. **DRAWINGS**

7.1 If any dimensions, figuring upon a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct.

8. **ALTERATIONS**

The Purchaser or his nominee may require such alteration to be made on the work; during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the contractor and accepted by the Purchaser. Should the contractor proceed to manufacture such stores without obtaining the consent in writing of the Purchaser to an amended price, he shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the Purchaser.
9. **PROGRESS REPORT:**

9.1. The contractor shall render such reports as to the progress of the contract and in such form as may be called for by the purchaser or his nominee. The submission and acceptance of these reports shall not prejudice the rights of the purchaser in any manner.

10. **PACKING:**

10.1. The contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or damage on arrival at destination.

11. **SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS**

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

12. **CORRUPT PRACTICES, GIFTS AND PAYMENTS OF COMMISSION:**

12.1. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agents or servants, or any one on his/their behalf to any employee, representative or agent of the Purchaser or any person on his behalf in relation to the execution of this or any other contract with the Purchaser shall, in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the purchaser, and also to payment of any loss resulting from any such cancellation to the like extent and the purchaser shall be entitled to deduct the amounts so payable from any, money otherwise due to the contractor under this and all other contracts. Any question or dispute as to the commission of any offence under the present clause shall be settled by the Purchaser in such manner and on such evidence or information as may be thought fit and sufficient, and his decision shall be final and conclusive on the matter.

13. **DELIVERY PERIOD:**

13.1. The purchaser attaches the utmost importance to the timely deliveries and requests the manufacturers to take note of the liquidated damages condition as is applicable in case of delays in supplies.
14. LIQUIDATED DAMAGES:

14.1. In the event of contractor’s failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the purchaser may withhold any payment until the whole of the stores have been fully supplied and delivered and may deduct and recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of 2% (Two percent) of the price of any stores (including element of taxes, duty, freight etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of ten percent (10%) of value of the delayed supplies. Provided, however, that if a delay shall have arisen from any cause which the purchaser may admit as reasonable ground for further time, the purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstance of the case and shall forego the whole or such part, as he may consider reasonable, of his claim for such loss or damages as aforesaid.

14.2. The amount of liquidated damages may be adjusted or set off against any sum payable to the Contractor under this or any other contract with purchaser.

15. FORCE MAJEURE:

15.1. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as insurrection, restraint imposed by the Government act of legislative or other authority; war, hostilities, civil commotion, fires, floods, explosion, epidemics, quarantine restrictions, or acts of God, the contractor shall, within a week from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

16. PERFORMANCE GUARANTEE BOND:

16.1 (A) The successful tenderers, irrespective of the fact whether they have appropriate CNC machine in their premises or not, shall furnish Performance Guarantee bond in the proforma attached (Annexure-V) or an irrevocable letter of Credit from a nationalized bank, scheduled commercial bank branches operating in India governed by the Reserve Bank of India guidelines for an amount equivalent to 10% of the value of the contract in the same currency as of the contract subject to upper ceiling of Rupees One Crore.
(B) In case of successful tenderers not having appropriate CNC machine in their premises, failure to install appropriate CNC machine within stipulated 270 days from the date of issue of counter offer/ Advance Letter of Acceptance of tender, would be treated as non-performance of the contract and accordingly the Performance Guarantee Bond will be encashed and the contract rescinded.

16.2 The performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract, and shall in the first instance be valid upto twenty four months after the last date of delivery of the goods contracted to be purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non Judicial stamp paper of appropriate value must reach the purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

16.3 As and when an amendment is issued to the contract, the contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended.

16.4 This performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty, by the contractor.

16.5 The performance guarantee bond will be returned to successful supplier within 60 days after completion of all contractual obligations and after issue of the completion certificate by the paying authority.

16.6 No interest shall be payable to the contractor against the performance guarantee bond.

17 INSPECTION:

17.1 Inspection will be carried out by the purchaser or his nominee. The cost of inspection will be on purchaser’s account subject to other provision herein
contained. At least 2 weeks notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

17.2 **Facilities For Test And Examination:**

i) The contractor shall provide, without any extra charge, all materials, equipment, tools, labour and assistance of every kind which the purchaser or his nominee may consider necessary for any tests and examinations, which he or his nominee shall require to be made on the contractor’s premises and shall pay all costs attendant thereon.

ii) 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 tests by independent testing machines in case of any doubt/dispute. The cost of any such tests will be borne by the contractor if material fails otherwise the cost will be reimbursed by the purchaser.

17.3 **Notification of result of inspection:**

The examination of stores will be made as soon as practicable after the same have been submitted for inspection, and the results of the examination will be notified to the contractor.

17.4 **Inspection Notes:**

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.

17.5 **Certification of Inspection and approval:**

i) No stores will be considered ready for delivery until the purchaser or the inspecting officer nominated by him shall have certified in writing that they have been inspected and approved by him.

ii) It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the inspecting authority are offered for dispatch. Each consignment will be accompanied with a certificate as under:

“Certified that the goods offered have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract. A copy of the inspection certificate issued in this regard is enclosed.”

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18 INSPECTING OFFICER – POWER OF REJECTION:

18.1 The Inspecting Officer shall have the power:

i) Before any Stores or part thereof is submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

ii) To reject any Stores submitted as not being in accordance with the specifications.

iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof, he is satisfied that the same is unsatisfactory.

iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted.

18.2 The Inspecting officer’s decision as regards the rejection shall be final and binding on the contractor. However, any dispute arising out of it shall be settled in terms of Clause 22.

19 CONSEQUENCES OF REJECTION:

19.1 In the circumstances of the Stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

i) Request the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account;

ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final; readily available) without notice to the contractor, without affecting the contractor’s liability as regards the supply of any further installment due under the contract; or

iii) Cancel the contract: In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of Clause 14 and 15 of the Standard Conditions of Contract shall apply as far as applicable. However, any dispute arising out of it shall be settled in terms of Clause 22.
19.2 Where under a contract, the price payable is fixed on FOR dispatching station, the contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchaser, the freight and all other expenses incurred by the purchaser in this respect.

19.3 **Rejected Stores:**

i) On rejection of any stores offered for inspection at a place other than the premises of the contractor, such stores shall be removed by the contractor at his own cost within 14 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the contractor. Provided that the purchaser would be entitled without prejudice to his other rights to recover from contractor’s pending dues the payment made towards the rejected stores.

ii) All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor, immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the purchaser or the inspector may decide, or dispose off such stores at the contractor’s risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposal. The purchaser shall in addition, be entitled to recover from the contractor, the handling and storage charges for the period during which the rejected stores are not removed/disposed of in accordance with the provisions thereof.

20 **ACCEPTANCE OF STORES DISPATCHED AFTER EXPIRY OF DELIVERY PERIOD:**

20.1 In cases where only a portion of stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with Clause 17 of Standard conditions of contract was not given by the contractor, the purchaser reserves the right to cancel the order for the balance quantity, at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor.
If however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:

a) The purchaser has the right to recover from the contractor the liquidated damages on the stores which the contractor has failed to deliver within the period fixed for delivery.

b) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax, CST/VAT, freight charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said acceptance of tender shall be admissible on such of the said stores as are delivered after the said date.

c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the stores as are delivered after the said date.

d) But nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, CST/VAT, Sales Tax, freight charges or on account of any other ground which takes place after the expiry of the above mentioned date namely the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

20.2 The contractor shall not dispatch the stores till such time that extension in terms of Clause 20.1 (a) to (d) above is granted by the purchaser and accepted by the contractor. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the purchaser and the same are accepted by the consignee, the acceptance of stores shall be deemed to be subject to the conditions (a) to (d) mentioned above in Clause 20.1.

20.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the purchaser chooses to grant extension of the delivery period, the same would be subject to conditions (a) to (d) mentioned in Clause 20.1 above.

21 EXPORT LICENCE:

21.1 If required, the contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export License within seven days of the receipt of the contract.
22 ARBITRATION:

22.1 In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or instructions to Tenderers, or in connection with this contract, the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the Arbitrator, by any Member of Railway Board, Ministry of Railway (Railway Board) New Delhi, India, the Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway servants had expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

22.2 In the event of the arbitrator dying, neglecting to, refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

22.3 It is further a term of this contract that no person other than the person appointed by the authority as provided in clause 22.1 as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

22.4 The arbitrator may from time to time, with the consent of all the parties to the contract, enlarge, the time for making the award.

22.5 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.

22.6 Subject as aforesaid, the Arbitration Act - 1996 and the rules there under and any statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.

22.7 Supply under the contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be withheld on account of such proceedings.

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

22.9 In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer, who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
23  LAWS GOVERNING THE CONTRACT:

23.1  This contract shall be governed by the laws of India in force.

23.2  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.

24  JURISDICTION OF COURTS:

24.1  The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

25  HEADINGS:

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

26  SECRECY:

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

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

26.3  Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and performance bank guarantee will be encashed. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision the purchaser to such price shall be final and binding on the contractor.
### SECTION III

**SPECIAL CONDITIONS OF CONTRACT**

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1.0 SCOPE OF WORK:

1.1 The work involves fabrication of Thick Web Switches with fittings etc. complete (5,667 sets), as per relevant RDSO drawings and Specification, IRS-T-10-2000 with latest amendments supplemented by Annexure VII. The relevant drawings may be obtained from ED/Track/RDSO/Lucknow on payment basis.

1.2 Supply of Thick Web Switches consists supply 5,667 sets of TWS, fabricated from the end forged rail supplied by the purchaser. Purchaser will supply the end forged rails from Bhilai steel plant or nominated depot. Freight charges for transportation of end forged rails from the nominated depot will be paid separately at the rate 120% of the corresponding rail freight by shortest possible route.

1.3 The prices to be quoted are all cost inclusive (excluding the cost of 60 kg 880 grade rails for stock rails, cost of End Forged ZU-1-60/60E1A1 thick web (880 grade) rails; to be supplied free of cost by purchaser). Supply of check rails is not within the scope of work.

1.4 The successful bidder(s) should have installed or will install CNC in their premises in ‘270 days’ from the date of award of the contract.

1.5 The contract will be subject to Indian Railway Standard Conditions of Contract as amended from time to time except as provided in the following clauses.

2.0 The SSD to be used for thick web switches should be as per RDSO design and it should be used only of RDSO approved source.

3.0 SUPPLY OF RAILS:

3.1 The purchaser shall issue ordinary 60kg rails on submission of Bank Guarantee of equivalent amount. The proforma for Bank Guarantee for free supply of rails is as per Annexure-VIII and it should be attested by Notary Public with notarial stamps of requisite amount and a confirmation letter from Bank.

3.2 The purchaser shall issue end forged asymmetrical rails on submission of Bank Guarantee of equivalent amount i.e. at the prevailing rate of the end forged asymmetrical rail at the time of issue of these rails.
The proforma for Bank Guarantee for free supply of rails is as per Annexure-VIII and it should be attested by Notary Public with notarial stamps of requisite amount and a confirmation letter from Bank.

Free supply of asymmetrical rails will be made and accounted for as follows:

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</tbody>
</table>

3.3 60 kg rails for stock rails and End forged rail will be supplied at one of the Railway store depot/Flash Butt welding plant, namely, Santragachi, Tatanagar, Gonda, Maula Ali, Sabarmati, Arkonam and Meerut, or Bhilai Steel Plant preferably nearest to the firm’s premises.

3.4 Any excess material or rails received from the purchaser due to adjustment of quantities against the contract which is not utilized will be returned to the purchaser and dispatched to the destination as may be advised.

3.5 In case of rejection of the material or the same getting damaged, the cost of rails shall be recovered at the price of new rails prevailing at the time of issue of rails or at the time of rejection whichever is higher along with codal charges.

3.6 The contractor will carry out USFD testing/Magnaflux testing of all the rails supplied to them before manufacturing the material after removal of dust from the rails completely. The necessary certificates to this effect have to be produced by the supplier to the inspection authority at the time of inspection of the material and copy of the same should be sent to the consignee along with every respective consignment. In case any rail does not pass the USFD testing the same will not be used for manufacturing of material and shall be returned to the consignee. The freight for the transportation of the material returned, if any, shall be borne by the purchaser.

3.7 The transportation of rails from Railway store depot/Flash Butt Welding plant/end forging plant will be done by the contractor making their/his own arrangements including handling, re-handling, loading/unloading etc. Freight charges for transportation of rail issued for stock rail as well as end forged rails from the end forging plant will be paid separately at the rate 120% of the corresponding rail freight by shortest possible route.

3.8 No wastage will be allowed on above quantities mentioned in Para 3.1 & 3.2. However, the scrap generated will be retained by the firm on non-refundable basis.

SPLCC-2
4.0 PROCUREMENT OF RAW MATERIAL

(i) The supplier shall be fully responsible for obtaining all the raw materials (except 60Kg 880 grade rails and end forged asymmetrical rail, to be supplied by Railways) under his own arrangements.

(ii) Immediately on receipt of orders for fabrication and supply of Thick Web Switches, the contractor should draw up and furnish to the order placing authority, a schedule of his production programme keeping due allowances for the lead time required for obtaining thick web asymmetrical rails from the main producers for the portion of supply with contractor’s own end forged rails.

(iii) After scrutiny of the schedule of requirement of rails submitted by the contractor, the purchaser or his nominee will place orders for the supply of 60 kg 880 grade rails and end forged asymmetrical rail, to the manufacturer/on the controlling Railway store depot/Flash Butt Welding Plant.

(iv) The contractor shall pass the particulars in the ledger as prescribed by the Inspecting authority and put up the ledger to the Inspecting authority to verify the quantity and quality of each consignment and its proper accountal.

(v) The contractor shall submit every month a summary of the receipt and consumption of rails on following proforma:

<table>
<thead>
<tr>
<th>R.O. No.</th>
<th>Receipt During Month</th>
<th>Cumulative Receipt</th>
<th>Dispatch during month</th>
<th>Total up to the end of the month Cum dispatch</th>
<th>Consumption during the month</th>
<th>Cumulative consumption</th>
<th>Qty of Balance in stock</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td>7.</td>
<td>8.</td>
</tr>
</tbody>
</table>

(vi) (a) Where any raw material is procured for the execution of contract with the assistance of the government rendered in the form of permit, or license or quota certificate/essentiality certificate or release order issued by or on behalf of or under the authority of the government or by an officer empowered in that behalf, or

(b) Where the raw material is issued to the contractor from Government Stock, or

(c) Where the raw material is arranged by the Government, the contractor:-

i. Shall hold such material as trustee for the Government;
ii. Shall use such material economically and solely for the purpose of the contract;
iii. Shall not dispose of the same without the previous permission in writing of the purchaser and;

SPLCC-3
iv. Shall render the due account of such material and return to the Government at such place as the Purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

The freight charges for the return of the materials according to the direction of the Purchaser shall be borne by the contractor in the event of the contract being cancelled for any default on his part. The decision of the Govt. shall be final and conclusive.

The contractor shall also invariably give the following declaration on obtaining the rails from the Railways:

“I/We hereby solemnly declare that the rails obtained are required for the purpose of manufacturing ______________ against Railway Board’s contract No. ______________ dated __________ and the rails will be consumed at ______________. The Rails will not be utilized for any other purpose or otherwise disposed of without the prior approval of the purchaser or his nominee.

In the event of the breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the license/s or the permit/s and or criminal breach of trust be liable to account to Govt. for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reasons of such breach.

5.0 RAILS LOST/MISPLACED IN TRANSIT

5.1 Any additional requirement of rails by the contractor, due to quantity lost/misplaced in transit, will be made good by the purchaser. For such additional supplies of rails, the contractor will be charged the price of the main producers on the date of supply plus all other applicable charges as per the extant rules and codal provisions.

6.0 INSPECTION

6.1. Inspection of the finished Thick Web Switches along with its components will be done by Research Design & Standard Organization, Lucknow (RDSO/LKO). At least two clear weeks notice in writing shall be sent by the contractor to the Inspecting agency for arranging inspection when the Switches along with fittings are ready for inspection.

6.2 The Inspecting Officer nominated by the purchaser in terms of clause 6.1 above shall be competent to adjust the quantity ordered for inspection under this contract against the quantity outstanding against the earlier/current contract/contracts for the same stores and issue the inspection note accordingly.

SPLCC-4
6.3 When Inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent at least two weeks in advance, by the supplier to the Inspecting Officer, when the material to be supplied are ready for inspection and test, no Store shall be delivered or dispatched until the inspecting office has certified in writing that such stores have been inspected and approved by him.

6.4 The contractor shall also submit reports of the internal inspections and tests carried out by the manufacturer of rails & that of TWS as per relevant IRS specification duly signed by the authorized representative of the manufacturer to the purchaser before dispatch of turnout/shipment.

7.0 DELIVERY & FREIGHT

7.1 The finished goods will be supplied to the consignee as per detailed consignee particulars; however freight charges will be paid at the rate 120% of the corresponding rail freight by shortest possible route.

7.2 The stores on order will be supplied to the Railways to be indicated in the consignee letter after placement of order by the Railway.

7.3 The contractor shall book the consignments by road to the consignees. The contractor will be responsible for loading properly stacked, transportation. The responsibility for damages or losses enroute will be on contractor’s account.

7.3.1 Transit risk will be on contractor’s account.

7.4 Payment will be made on certificate of receipt of material in good/satisfactory condition from consignee.

7.5 Extra levies such as octroi etc. will be borne by the contractor.

7.6 Necessary Road permits forms / Way Bill exemption forms will be issued by the consignee on demand before dispatch of finished goods.

8.0 PAYMENT TERMS:

8.1 Payment will be made to the contractor by the FA&CAO, of the consignee Zonal Railway, on submission of bills in accordance with the procedures as detailed below:

8.1.1 Payment will be made at the accepted rate per set as per the contract, as indicated in the drawings.
8.1.2 Payment of 100% of the invoice value of each consignment will be made on presentation of:

a) Certificate that the invoice has been correctly prepared in accordance with the terms of the contract

b) Inspection certificate issued by the inspecting officers

c) Copy of Excise duty gate pass for the consignment.

d) Receipt of the consignment in satisfactory condition by the consignee with the certificate to that effect endorsed on the copy of the inspection certificate which will accompany the bill submitted by the contractor.

8.2 Immediately after dispatch of the consignment, one copy of the Dispatch documents, invoice, packing notes shall be sent to the consignee.

8.3 All payments shall be subject to deductions of any amount for which the contractor is liable under the contract against this tender or any other contract made by the contractor in respect of which the President of India is the purchaser and any other deductions as are legally leviable as per Indian Laws.

9.0 EXCISE DUTY, CST/VAT & SERVICE TAX ON FINISHED GOODS

9.1 The rates mentioned in the Schedule of Quantities should be inclusive of all taxes other than CST/VAT and excise duty on the finished goods. Declaration as per proforma given below should be recorded on the bills while claiming payment.

a) Certified that the CST/VAT as claimed in this bill is legally payable by us and has been paid/will be paid by us to the Sales Tax Authorities. Our CST Registration No. is __________. Our VAT Registration no. is __________.

b) Certified that the goods on which the CST/VAT has been charged have not been exempted under the CST Act or the VAT Act or the rules made there under and the charges on account of Sales Tax on these goods are correct under the provisions of the relevant act, or the rules made there under. Certified further than we ______________ are registered as dealer in the state of ______________ under the registration No._________________.

9.2 Tenderer to please note that:-

9.2.1 The concessional tax regime so far available to the Government Departments has been withdrawn w.e.f. 01.04.2007. Government Departments will have to pay CST @ normal VAT rates prevalent in the seller’s state for purchase involving inter-state movement of goods.

SPLCC-6
9.2.2 However, goods of special importance (called declared goods) as incorporated in Section 14 of CST Act will continue to suffer/enjoy concessional rates of tax since State Governments cannot impose tax at higher rates than envisaged in CST Act. Iron and steel items as listed in section 14 of CST Act 1956, for instance will suffer CST 4% only.

9.3 Excise duty as may be legally leviable and paid by the contractor will also be borne by the purchaser on actuals. Claims for Excise Duty payment should be supported by the following certificates:

a) The Excise Duty at present legally leviable is Rs________ per set on finished products.

b) Certified that the excise duty charged on this bill is not more than what is legally leviable and payable under the provisions of the relevant Act or Rules made there under.

c) Certified that the amount of Rs.________________ claimed as Excise Duty in this bill, is in accordance with the provisions of the rules in all respects and that the same has been actually paid to the Excise Authorities in respect of the stores covered by the bill.

d) Certified that in respect of the stores by the bills

* Exemption in Excise duty as due has been availed of
* There is no exemption in excise duty and accordingly excise duty of Rs.____________ per tonne has been claimed and included in the bill.

9.4 The purchaser will however, not be responsible for the payment by the contractor of sales tax and/or excise duty under misapprehension of law.

9.5 CST/VAT, Excise duty and all other taxes which may be applicable on the steel materials used in the fabrication of stores on order as on date of opening of tender will also be to the account of the contractor. However, any variation in the sales tax and excise duty rates ruling after date of tender opening which may be legally leviable and is actually paid for by the contractor will be to the purchaser’s account. In the event of any reduction/remission in the rate of excise duty and/or sales tax over the rate ruling on date of tender opening on raw materials, the benefit of such reduction will be passed on to the purchaser as CENVAT.

9.6 The following certificates shall also be furnished by the Contractor to the paying authority:

i) Quarterly certificates from the contractor to the effect that no refund of excise duty already reimbursed to the contractor by the paying authority against this contract for the fabrication and supply of switches on the finished materials or on raw materials, has been obtained by them during the quarter ending...............

SPLCC-7
9.7 **Value Added Tax (VAT)**

9.7.1 The tenderer should quote the exact percentage of VAT that they will be charging extra.

9.7.2 While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over of the system of VAT from the existing system of sales tax, duty stating the quantum of such credit per unit of the item quoted for.

9.7.3 The tenderer while quoting for tenders should give the following declaration; “We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacturer of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly.”

9.7.4 The suppliers while claiming the payment will furnish the following certificate to the paying authorities; “We hereby declare that additional set offs/input tax credit to the tune of `______ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted”.

9.7.5 Even for contracts where CST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which VAT has been implemented. Accordingly, the certificate under Para 9.7.4 above should also be obtained in all such existing contracts where CST is payable.

9.7.6 For the states in which the VAT has not yet been introduced, the existing system of sales tax shall continue.

9.8 **CENVAT CREDIT**

9.8.1 The price quoted by the tenders should take into account the credit availed on inputs under the CENVAT Credit Rules, 2004. The tender should also state quantum set offs in respect of duties on inputs (as admissible under Law), that is being totally and unconditionally passed on to the purchaser, in the prices quoted as per unit of the item.

9.8.2 In the event of additional CENVAT credit being extended by the Govt. of India, to cover items ordered against present tender, the same shall be passed on to the purchaser. The bill for payment should accompany the following certificate:-

(a) We hereby declare that no additional CENVAT benefit has accrued to us beyond what has already taken into account while submitting our offer & incorporated in the rates shown in the contract.
(b) We hereby declare that the additional CENVAT benefit of Rs........per machine/Unit has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the purchaser & the bill has been prepared accordingly.

9.9 **Service Tax**

Vide Central Excise Notification no.32/2007/Service Tax dated 22/5/07, Service Tax would be levied on Works Contract service i.e. services provided in relation to the execution of a works contract. Value of works contract service shall be equivalent to the gross amount charged for the works contract less the value of transfer of property in goods involved in the execution of works contract. i.e. all exclusion which do not suffer Works Contract (sales) Tax. Value of works contract service shall include:

i) labour charges for execution of the works;

ii) amount paid to sub-contractor for labour and services;

iii) charges for planning, designing and architect’s fees;

iv) charges for obtaining on hire or otherwise, machinery and tools used for the execution of the works contracts;

v) cost of consumables such as water, electricity, fuel, used in the execution of the works contract, the property in which is not transferred in the course of execution of a works contract;

vi) cost of establishment of the contractor relatable to supply of labour and services;

vii) other similar expenses relatable to supply of labour and services; and

viii) Profit earned by the service provider relatable to supply of labour and services.

10.0 **PRICE VARIATION**

10.1 The rates are subject to price variation as per Composite Wage and Material Escalation Clause, with base month as the month of opening of tender, as per details given below:-

(i) The increase/decrease in the price of items quoted for material and wage escalation would be governed by the following formula:-

\[ P_1 = P_0 \left(1 + \frac{40 \times S_1}{S_0} + 50 \times \frac{L_1}{L_0}\right) \]

\[ \frac{100}{100} \]

Where \( P_1 \) = Escalated/De-escalated price.

\( P_0 \) = Base Price.

\( S_1 \) = Index no. of whole sale price in respect of Iron & Semis and Ferro Alloys compiled by Economic Adviser to the Govt. of India for the Calendar month three months prior to call for inspection of the material.

SPLCC-9
\[ S_0 = \text{whole sale price index for “Iron Semis and Ferro Alloys” applicable for base month.} \]

\[ L_1 = \text{Consumer price index for industrial workers compiled by Labor Bureau, Ministry of Labour for the Calendar Month three months prior to the call for inspection of the material.} \]

\[ L_0 = \text{All India Consumer index for industrial worker applicable for base month.} \]

The component of Iron and semis and Ferro alloys for working out the composite index is as follows:

<table>
<thead>
<tr>
<th>Component</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iron and Semis</td>
<td>0.976</td>
</tr>
<tr>
<td>Ferro Alloys</td>
<td>0.024</td>
</tr>
</tbody>
</table>

(ii) In case \( P_1 \) is greater than \( P_0 \), the difference \( P_1 - P_0 \) shall constitute the amount due to the contractor towards escalation on cost of wage and material. Otherwise the difference \( P_0 - P_1 \) shall constitute the amount to be recovered from the contractor as de-escalation.

(iii) If the deliveries are not made according to the schedule and are delayed owing to any circumstances whatsoever and escalation in wage and material takes place such increase will not be admitted unless specifically agreed to at the time of granting extension in the delivery schedule.

(iv) The decision of the President of India in regard to wage and material escalation under this clause shall be final and not be subject matter of legal dispute or arbitration.

**11.0 GUARANTEE/WARRANTY**

11.1 The contractor guarantees that the store which the supplier shall manufacture is fully in accordance with specifications. In all cases the contractor guarantees that the design shall strictly follow the “as made” detailed drawings with such modifications as are notified in respect of each type.

11.2 The contractor further guarantees that the stores shall be free from defects in material and workmanship. The contractor shall be liable to arrange the necessary replacements of the defective stores free of any charge only to the extent that such replacement are attributable to or arise from faulty
workmanship of material or design in the manufacture of the stores. All replacements shall be made free of cost at destination. If the contractor so desires, the replaced stores can be taken over by him for disposal as he deems fit within a period of 3 (three) months from the date of the receipt of the replacement of the defective stores by the purchaser. At the expiry of this period, no claim in this respect shall lie on the purchaser.

11.3 The guarantee herein contained shall not apply to any material which shall have been repaired or altered by the purchaser, or on his behalf in any way so as to affect its strength, performance or reliability or to any defect to any part due to misuse, negligence or accident.

11.4 The guarantee herein contained shall expire in respect of each item of stores on the expiry of 30 months after their delivery or 24 months from the date of placement in service whichever is earlier except in respect of defects notified to the contractor prior to the expiry of such date.

11.5 All replacements that the purchaser shall call upon the contractor to deliver under this guarantee shall be delivered by the contractor within three months from the date on which the purchaser calls upon him for the replacements of the defective stores. If the contractor fails to replace the defective stores within the said period, the cost of the said stores at the rate stipulated in the contract shall be recovered from the payments due to the contractor, including the Performance Guarantee Bond made and maintained under clause 16 of Standard Condition of Contract.

11.6 Any approval or acceptance by the purchaser of the stores or of the materials incorporated therein shall not be in any way limit the contractor’s liability hereunder.

11.7 The decision of the purchaser in regard to contractor’s liability under this guarantee shall be final and conclusive.

12.0 **PROGRESS REPORT:**

The contractor shall submit monthly progress report to Executive Director(P) Rail Bhavan Railway Board in the prescribed proforma (Annexure-VI) by the 7th of the following Month and also furnish any other particulars relating to the Contract when called for.

13.0 **METHOD OF INVOICE**

The Thick Web Switches shall be invoiced on the basis of the sets.
14.0 INCREASE OR DECREASE OF QUANTITIES:

The purchaser reserves the right to vary the ordered quantity by (+)30% at any time, till final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of delivery period.
### SECTION - IV

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<tr>
<th>ANNEXURES</th>
<th>PAGE NO.</th>
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</thead>
<tbody>
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<tr>
<td>Annexure-II</td>
<td>2</td>
</tr>
<tr>
<td>Annexure-III</td>
<td>3-4</td>
</tr>
<tr>
<td>Annexure-IV</td>
<td>5</td>
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<td>Annexure-V</td>
<td>6-7</td>
</tr>
<tr>
<td>Annexure-VI</td>
<td>8</td>
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<td>Annexure-VII</td>
<td>9-10</td>
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<tr>
<td>Annexure-VIII</td>
<td>11-12</td>
</tr>
<tr>
<td>Item No</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
</tbody>
</table>

Sign and seal of Manufacturer/Tenderer
## Turnover Details

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover</th>
<th>Reference to Certificate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-2012</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010 – 2011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009 – 2010</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008– 2009</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Signature and Seal of the Tenderer

-2-
PROFORMA FOR BANK GUARENTEE FOR EMD

Ref:…………………… Date……………….
Bank Guarantee No………
……………………………..

To

The President of India.
Acting through
The Executive Director Track(P),
Ministry of Railways(Railway Board),
Rail Bhavan,
Raisina Road,
New Delhi -110 001.

Dear Sir,

In accordance with your invitation to Tender No………for supply of ………………..M/s……………………………..hereinafter called the tenderer with the following Directors on their Board of Directors/Partners of the firms:

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

We wish to participate in the said tender for the supply of ………………..

As a Bank Guarantee against the Earnest Money for a sum of………………(in words & figures) valid for (225) two hundred twenty five days from the date of opening of tender …………………required to be submitted by the tenderer as a condition for the participation, this Bank hereby guarantees and undertakes during the above said period of (225) two hundred twenty five days to immediately pay, on demand by the Executive Director Track(P), Ministry of Railways(Railway Board), Rail Bhavan, New Delhi, writing the amount of ………………..(in words & figures) to the said Executive Director Track(P), Ministry of Railways(Railway Board), Rail Bhavan, New Delhi-110001, INDIA and without any reservation and recourse, if:

(i) The bidder after submitting his tender, modifies the rate 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) The bidder 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 upto 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)
PROFORMA FOR EQUIPMENT, EMPLOYMENT AND QUALITY CONTROL

1. Name and address of the firm
2. Telephone and Telex No. Office/Factory/Works
3. Telegraphic address
4. Location of the manufacturing factory
5. Details of Industrial License, wherever required as per statutory regulations
6. Details of plant and machinery erected and functioning (Photographs and description pamphlets to be supplied, if available)
7. Details of the process of manufacture in the factory in brief
8. Details and Stocks of raw material
9. Production capacity with the existing plant and machinery
   a) Normal
   b) Maximum
10. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
11. Details of Staff
   a) Details of Technical Supervisory staff in-charge of production & quality control.
   b) Skilled labour employed
   c) Unskilled labour employed
   d) Maximum Number of workers employed on any day during the 18 months preceding the date of tender
12. Whether the stores are tested to any standard specification, if so, copies of original test certificate should be submitted
13. Are you registered with any regulatory body
14. Any other relevant particulars

Signature and Seal of Tenderer
ANNEXURE-V

PROFORMA FOR PERFORMANCE GUARANTEE BOND

Ref:----------------------           Date-----------------
Bank Guarantee No.

The President of India.
Acting through the Executive Director Track(P),
Ministry of Railways(Railway Board),
Rail Bhavan,
Raisina Road,
New Delhi -110 001.

1. Against contract vide advance Acceptance of the Tender No. 
              ----------------------dated........ for (name of 
work).------------------------(hereinafter called the said contract') entered into 
between the President of India and -------------------------(hereinafter called 
the Contractor), this is to certify that at the request of the Contractor we,---------
------------------------Bank Ltd., are holding in trust in favour of the President of India,
the amount of ---------------- ---------------(write the sum here in words) to 
indemnify and keep indemnified  the President of India (Government 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 (Government of India), 
whether any breach of any of the terms and conditions of the said contract 
and/or in the performance thereof has b een committed by the Contractor and 
the amount of loss or damage that has been caused or suffered by the 
President of India(Government 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 (Government. of India).

2. We------------------------Bank Ltd., further agree that the guarantee herein 
contained shall remain in full force and effect during the period that would be 
taken for satisfactory performance and fulfillment in all respects of the said 
contract by the Contractor i.e. till ------------------------(viz the date upto 24 months after 
the date of last 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
(Government of India) before said date Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the President of India (Government of India).

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

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being obsolete and unequivocal.

The payments 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 forbear or enforce any of the terms and conditions relating to the said contract and we------------- Bank ltd. shall not be released from our liability under this guarantee by 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 for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date------------- Signature-------------
Place------------- Printed Name-------------
Witness------------- (Designation)

----------------------------------
( Bank's Common Seal)
**MONTHLY PROGRESS REPORT PROFORMA**

Name of the firm__________________________________________________

Progress Report in respect of contract No.____________________________

For___________________ sets of Thick Web Switches for the month ending
______________________.

**THICK WEB SWITCHES MANUFACTURED AND SUPPLIED (IN SETS)**

<table>
<thead>
<tr>
<th>Quantity inspected and made ready upto end of previous month</th>
<th>Quantity inspected and made ready during the month</th>
<th>Total of Columns 1 &amp; 2</th>
<th>Total dispatched upto previous month</th>
<th>Dispatched during the month</th>
<th>Total dispatched</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
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</tbody>
</table>
1.0 **Thick Web Switches (For Item No. 1 of Schedule of Quantity):**

Stock rail for thick web switch will be manufactured with UIC 60 Kg/m (880 Grade) symmetrical rail and tongue rail for thick web switch will be manufactured with Asymmetrical rail ZU 1-60/60E1A1 for (880 Grade) (Asymmetrical point rail section for UIC 60Kg/m). Specifications of rail for thick web asymmetrical section will be governed by IRS T-12-1996 and all the relevant tests shall be conducted. Other relevant activities and accessories/components for these switches will be governed by relevant para of this specification. The end of each rolled asymmetrical rail will be forged to 60Kg/m profile. However, dimensional tolerance of asymmetrical rail will be governed by Para 1.1 of this specification. The stock rail and thick web tongue rail shall be one piece with no joint within the length of stock rail and tongue rail.

1.1 **Tolerances**

1.1.1 The tolerances on dimensions shall comply with clauses 1.6.1, 1.6.2, 1.6.3 & 1.6.4 of UIC specification 860/0, 1986 edition, as corrected up to date.

1.1.2 The tolerances on straightness shall comply with clause 1.6.5 of UIC specification 860/0, 1986 edition, as corrected upto date for rails for points and crossings.

1.1.3 The tolerances on weight shall comply with clause 1.6.6 of UIC specification 860/0, 1986 edition, as corrected upto date.

2.0 **Fittings of Thick Web Switch:**

2.1 The material of leaf springs used for slide chairs for thick web switches shall conform to IS 4072 Gr. 6 designation 55 Si7 hardened and tampered.

2.2 The material of wedge for slide chairs used in thick web switches shall conform to IS- 5517 1993 Gr.- 42 cr. 04M02 hardened and tampered.

3.0 **General:**

3.1 Switches made from asymmetrical thick web rails shall be machined carefully to achieve the profile at different locations as shown in drawing. Machining of thick web switches is required to be done by CNC milling machine to achieve correct profile and excellence in product.

3.2 The **surface roughness of machined tongue rail shall not exceed 3.2 micron.** The contractor shall submit, at his own expenses, two sets of surface measuring equipment and get the same inspected and approved by RDSO. This equipment should be available in his/associate’s factory premises; where milling of TWS is being carried out, duly calibrated during the currency of contract.
4.0 **Grooved Rubber sole pads (GRSP):**

Grooved rubber sole pads required for switch portion as mentioned in sub assembly no. T-6155 with latest alterations, (which is a part RDSO drawing of assembly drawing no. T-6154 with latest alterations) shall be supplied as per IRS-T-47-2006 with latest amendments. These GR sole pads shall be procured from the RDSO approved vendor for this item.

*****
BANK GUARANTEE PROFORMA FOR FREE SUPPLY OF RAILS

To

The President of India.
Acting through the Executive Director Track(P),
Ministry of Railways(Railway Board),
Rail Bhavan,
Raisina Road,
New Delhi -110 001.

1. Whereas M/s ..............................................................(hereinafter called “the contractor”) have agreed to fabricate and supply to the President of India (hereinafter referred to as “the Purchaser”) an order for-- -------------------------------------------------- as per the terms and conditions of order no.----------------------- (hereinafter called “the said order”).

2. And whereas according to the terms and conditions of the said order, the rails will be supplied free of cost to the supplier subject to their furnishing a Standing Bank Guarantee for Rs. ____________________________ in a form and from a Bank acceptable to the Purchaser.

3. And whereas the contractor has approached his Bank to give the above said Bank Guarantee on their behalf in favour of the Purchaser for an amount of Rs.______________________________(Rupees _____) which the Purchaser has agreed to accept.

4. Now in consideration of Purchaser having agreed to supply rails free of cost, the Bank hereby irrevocably undertake and guarantee to pay to FA&CAO, Northern Railway, New Delhi at such place or places as may be determined by the Purchaser, forthwith on demand and without any demur, any sum up to a maximum of Rs. (Rupees ________________), in case the contractor, makes default in the performances, observance or discharge of the terms and conditions contained in the said order.

5. The decision of the Purchaser whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of the terms and conditions of the said order shall be conclusive and binding on us.

-11-
6. The Purchaser shall be at liberty without our knowledge or consent from time to time to grant or allow extension of time or give indulgence to the contractor or to modify the terms and conditions of the said order with the contractor without affecting or impairing the guarantee or our liability hereunder.

7. This guarantee is a continuing one and will not be revoked except with the prior written consent of the Purchaser.

8. The guarantee shall not be affected by any change in the constitution of the Bank or of the supplier.

9. No claim under this guarantee shall be entertained by us unless the same has been preferred in writing by the Purchaser before the expiry of the guarantee. The Bank Guarantee will be valid up to ------------------ but will be extended further as and when required by the Purchaser.

Authorised Signatory
For ------------------Bank

SEAL OF BANK
## SCHEDULE OF QUANTITIES

### TENDER SCHEDULE

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Total Qty. Required. (Sets)</th>
<th>Basic Rate per set (in fig &amp; words, in Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fabrication &amp; supply of 10125 mm curved switches with Zu-1-60/60E1A1 thick web 880 grade tongue rails with elastic fasteners and spring operated setting device(RDSO-T/6216), complete with all fitting for 1 in 12, BG 60 Kg turnout for fan shaped layout on PSC sleepers (i.e. all fittings for switch portion as per sub assembly no. T-6155 with latest alterations) in accordance with RDSO’s standard drawing no. T-6154 with latest alterations, excluding standard fish plates, fish bolts and nuts, E.R. clips, insulating liner and check rails. <strong>Note:- Asymmetrical end forged rails required for fabrication of Thick Web Switches to be supplied by Indian Railway free of cost at nominated place, on submission of bank guarantee of amount equivalent to the cost of the rail supplied.</strong></td>
<td>4,895</td>
<td></td>
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<tr>
<td>2.</td>
<td>Fabrication &amp; supply of 6400 mm curved switches with Zu-1-60/60E1A1 thick web 880 grade tongue rails with elastic fasteners and spring operated setting device(RDSO-T/6216), complete with all fitting for 1 in 8.5, BG 60 Kg turnout for fan shaped layout on PSC sleepers (i.e. all fittings for switch portion as per sub assembly no. T-6279 with latest alterations) in accordance with RDSO’s standard drawing no. T-6279 with latest alterations, excluding standard fishplates, fish bolts and nuts, E.R. clips, insulating liner and check rails. <strong>Note: - Asymmetrical end forged rails required for fabrication of Thick Web Switches, to be supplied by Indian Railway free of cost at nominated place, on submission of bank guarantee of amount equivalent to the cost of the rail supplied.</strong></td>
<td>772</td>
<td></td>
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</tbody>
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Contd…2…
Note:

(1) The element of Excise Duty, VAT, and any other duty/taxes etc. is not to be included in basic rates and should give the break up of Excise Duty, VAT, and any other duty/taxes etc. separately.

(2) Offers shall be submitted as per the Instruction to tenderer, Special conditions of contract, standard conditions of contract and the tender conditions mentioned from Annexure I to Annexure VIII of the tender document.

(3) Finished material shall be dispatched to the consignee as advised by the Railways.

(4) Freight charges will be paid for transportation of stock rails/end forged rails from the nominated depot/end forging plants as well as transportation of finished product upto the consignee destination at the rate 120% of the corresponding rail freight, by shortest possible route.

Signature of the tenderer