

## Special Conditions for Global Tenders of PLW-Patiala.

<b>Section 6 : Special conditions for Global Tenders (SCGT)</b>	
6.1	<p>Bidders are requested to study: <b>Global Tender User Manual</b>: available in the <i>Learning center</i> link on the homepage of the website: <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>, before filling up the tender. Bidders should also note that the conditions of this document are in addition to those contained in other documents attached with the tender (such as IBD: Integrated Bid Document, IRS etc.).</p> <p>Before submission of bid, Bidder should study all the terms and conditions mentioned in the tender document alongwith the files/documents attached with the tender.</p> <p>In case of any conflict between IRS conditions of contract, IBD and SCGT: these special conditions of tender shall prevail</p>
6.2	All information in the bid must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the bid liable to be rejected. In the event of any discrepancy between a bid in a language other than English and its English translation, the English translation will prevail.
<b>6.3</b>	<b>Bids submitted through Indian agent (IA)</b>
6.3.1	Purchaser will prefer to have bids directly from principal/original manufacturer (FPM). However if foreign bidders who quote directly against the tender but want to take the services of IA, they should indicate in their bid about the name and address of their IA.
6.3.2	Conditions for imported Stores offered by Indian Agents in Indian Currency and Agency agreement are given in Clause 2.7 of IBD (integrated Bid document)
6.3.3	Agency Commission (AC) finally payable to the bidder's Agent in India under the contract will be converted to Indian Rupees at the <i>TT Buying rate</i> of exchange ruling on the date of issue of LOA (Letter of Acceptance) and in case LOA is not issued, it will be payable at the <i>TT Buying rate</i> of exchange ruling on the date of contract. AC shall not be subject to any further exchange variation.
6.3.4	In case the material supplied by the foreign principal is found to be defective or substandard, the Indian agent shall be liable to compensate any losses to the purchaser on this account. Any change in the relationship of the Indian agent and their foreign principal shall not be a bar for the purchaser to claim the losses from the Indian agent on above mentioned account. A separate undertaking alongwith an indemnity bond shall be submitted by the Indian agent along with their bid.
<b>6.4</b>	<b>Validity of bid</b>
	Unless otherwise specified in tender document, the bids should be kept open valid for the following 120 days from tender closing date. Any bid having lesser validity shall be deemed as commercially unresponsive and is liable to be rejected
<b>6.5</b>	<b>Bid guarantee/EMD (Earnest Money Deposit)</b>
6.5.1	Bid Guarantee (BIDG) for the amount specified in tender document should be submitted with its validity upto 45 days beyond the validity of bid.
6.5.2	BIDG shall be denominated in the currency of the bid or another freely convertible currency.
6.5.3	If the validity of the original bid is extended, BIDG shall also be extended accordingly else the original bid shall not be considered by the Purchaser.

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6.5.4	If the successful bidder fails to furnish a PGB (Performance Guarantee Bond) and/or fails to return the formal contract duly signed within 15 days of its receipt then the BIDG shall be forfeited by the Purchaser.
6.5.5	Other conditions will be applicable as per clause 1.23.1 of IBD (Integrated Bid Document)
<b>6.6</b>	Bids are solicited and expected from the original manufacturer (OEM) or their authorized agent/dealer who should submit a letter of authority from OEM. Bids from brokers and middlemen shall not be entertained / accepted.
<b>6.7</b>	It will be imperative on each bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign bidder should familiarize himself with the applicable Income Tax Act, the Companies Act, The Customs Act, GST and other related laws in force in India. Purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained on this account, after submission of the bid.
<b>6.8</b>	<b>Terms of delivery (TOD) in bid</b>
6.8.1	The bids quoted in foreign currency should be on terms of delivery: FOB/CIF/CFR/DDP basis. The elements of freight and insurance should be mentioned separately otherwise the bid will be evaluated as per freight & insurance charges mentioned in clause 1.30.8 of this bid document.
6.8.2	The terms of delivery shall be as defined in the current and latest edition of <i>International Rules for the interpretation of the Trade Terms</i> (commonly referred to as INCOTERMS) published by the <i>International Chamber of Commerce, Paris</i> .
6.8.3	The price should be quoted only in single currency which can be either in US Dollar or in a freely convertible currency. However the portion of the bid price relating to components of Indian origin to be incorporated in the stores/supply shall be quoted in Indian Rupees.
6.8.4	Agency Commission (AC) payable to the Indian Agent (IA) should be quoted separately and it should be mentioned in the currency of bid as a definite amount and not as a percentage. Purchaser will make direct payment of such commission to the IA in respect of a contract placed against the tender.
6.8.5	The quoted price will include all the costs of : <i>stamping, Painting Marking, Protection or preservation of the stores</i> and any claim whatsoever that may arise from the : <i>Manufacture, Packing, Shipment, Marking or Delivery of stores</i> : in accordance with these considerations. Price shall also be inclusive of payment by the contractor for Dock and Harbour charges, Port's charges, Export taxes and other fees/charges, if any, levied because of exportation. The prices shall cover all the rights (if any) of: Patent, Registered design or Trade mark and the contractor shall indemnify the Purchaser against all the claims in respect of the same.

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6.8.6	The contract price will normally be paid to contractor in the currencies in which the price is quoted by the successful bidder. However Purchaser reserves the right to effect payment of the equivalent amount in the India Rupees or currencies of the country of origin of the goods in case the bid is quoted in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment	
<b>6.9</b>	<b>Evaluation of the bids</b>	
<b>6.9.1</b>	<b>Bids received in foreign currency will be evaluated as under to arrive at total landed cost for determining their inter-se ranking.</b>	
	<b>Component of Rate</b>	<b>Evaluation</b>
1	FOB (excluding Agency commission)	As quoted by bidder
2	Ocean Freight (for FOB offers)	As quoted by the bidder or 1.8% of FOB price for USA and 1.2% for other countries, If freight is not quoted in the bid.
3	Insurance charges	As per Railway Board's Marine Insurance Contract for open cover (all risk). Currently 0.06 +18% GST = 0.0708% on (1+2). For Bids received on CFR basis, only insurance charges will be added
4	CIF Value	(1+2+3)
5	Port Landing charges	1% of CIF (4)
6	Assessable value	(4+5) Say 100
7	Custom duty	10% of (6)=10
8	<b>Social Welfare Surcharge</b>	<b>10% of 7=1.0</b>
9	Sub-total	<b>(6+7+8) = 111.0</b>
10	GST(18% on Railway Component)	<b>18% of (9) = 19.98</b>
11	Total Custom Duty	(7+8+10)= 30.98%
12	Inland Freight [for transportation of material from Port of Destination (in India) to ultimate consignee]	0.5 % of FOB price
13	LC opening charges (for period of six months)	1% + GST 18% =1.18% of FOB price (excluding Agency commission, if any) for LC value upto Rs.5 Crores. 0.50% + GST 18% = 0.59% of FOB price (excluding Agency commission, if any) for LC above Rs.5 Crores
14	Agency commission, if any	As Quoted by Bidder
15	Other charges (Training, Installation & commissioning etc.)	As Quoted by Bidder
16	Total unit cost (landed rate)	=(6+11+12+13+14+15)
(i)	BC selling exchange rate of State Bank of India as on tender opening date will be taken for conversion of foreign currency into Indian rupees for the purpose of financial tabulation of bids.	

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(ii)	The components of rate shown at SN. <b>3,5,7,8,10 and 13</b> are variable in nature, hence shall be applicable as per prevailing rate on the date of tender opening.		
(iii)	For SN.10: If Electrical or Mechanical components are classifiable under heading 8607, the same would attract <b>18%</b> as IGST besides Basic Customs Duty and <b>social welfare Surcharge</b> . However, if the said components are not classifiable under chapter heading 8607 as per declaration on Bill of Entry, the same may attract IGST at different rate depending upon the rate applicable under GST tariff		
(iv)	If contract is placed on bid of foreign currency, who had not mentioned any specific freight in the bid then the amount of freight payable to the supplier will be limited to 1.8% or 1.2 as the case may be and 0.5% of FOB price for ocean-freight and inland freight components of rate respectively.		
6.9.2	The evaluation for different types of terms of delivery (TOD) will be a sunder :		
	<b>TOD</b>	<b>Ocean-Freight</b>	<b>Insurance</b>
			<b>Inland freight</b> [for transportation of material from Port of Destination (in India) to Ultimate Consignee ]
	FOB	Actual or notional charges as per Clause 6.9.1	As per Railway Board's Marine Insurance Contract for open cover (All risk) category
	CFR	Not applicable	As per Railway Board's Marine Insurance Contract for open cover (All risk) category
	CIF	Not applicable	Not applicable
	DPP	Not applicable	Not applicable
	Other elements of cost (Customs Duty, Port landing charges, Inland freight, LC opening charges, Agency commission Other charges (Training, Installation & Commissioning etc.) will be applicable for all types of TOD.		
6.9.3	Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers		
6.9.4	Cargo handling charges prior to the shipment, wherever applicable shall be to the contractor's account.		
6.9.5	If, by reason of a customs notification published after the placement of the contract, the stores to be supplied shall become, on exportation, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture, the contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.		
<b>6.10</b>	<b>Acceptance of tender</b> will be communicated by either Email/Fax/Letter direct to the bidder or through his authorized agents. In case where acceptance is sent by email/fax, the letter of acceptance (LOA) of tender will be delivered by post to the contractor as soon as possible, but the date of email/fax shall be taken as valid to conclude the contract.		
<b>6.11</b>	<b>Performance guarantee bond (PGB)</b>		

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6.11.1	After LOA is issued by the Purchaser, the Contractor shall furnish PGB (also commonly known as SD : Security Deposit) in the prescribed format (Annexure :A-4.2 of IBD : Integrated Bid Document) from a Nationalized Indian Bank or Scheduled Commercial Foreign Bank with its branches operating in India governed by RBI guidelines or Foreign bank duly countersigned by a Nationalized Indian bank, within 15 days from the receipt of LOA by the contractor or the issue of the contract whichever is earlier, for an amount equivalent to 10% of the value of the contract in the same currency of the contract price. The expenses to be incurred for the counter signature of a Nationalized Indian Bank shall be borne by the contractor. In case the furnishing of an acceptable PGB is delayed by the contractor beyond the period mentioned above and PGB is accepted by the Purchaser, liquidated damages, as per clause 6.17.3 may be levied, for the period of delay in submission of the PGB. PGB will be submitted through the issuing bank directly to the Purchaser.
6.11.2	On the Performance and completion of the contract in all respects the PGB will be returned to the Contractor without any interest.
6.11.3	PGB shall will be valid and enforceable during the full period of contract for its completion and performance in all respects and it shall in the first instance be valid up to twelve months after the date of last shipment/delivery of the goods contracted to be purchased provided that before the expiry of validity date of PGB, 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 to the purchaser at least thirty days before its date of expiry.
6.11.4	As and when an amendment is issued to the contract for extension of Delivery period, the contractor shall, within fifteen days of the receipt of such an amendment, furnish to the Purchaser an amendment to PGB rendering the same valid for additional corresponding period.
6.11.5	PGB and any amendment thereto, shall be executed on stamped paper of requisite money value in accordance with the laws of the country in which it is executed by the party competent to do so.
<b>6.12</b>	<b>Inspection</b>
6.12.1	Inspection will be carried out by the Purchaser or his nominated agency as defined in the tender/contract. The material/stores should be offered for inspection at least four weeks before shipment/delivery date' so as to enable the inspecting authority to arrange the necessary inspection in time. IC (Inspection Certificate) issued after completion of inspection should contain the details of inspection and test results.
6.12.2	The supplier/contractor shall provide, without extra charge, all materials, equipment, tools labor and assistance of every kind which the Purchaser or his nominee may consider necessary , for any tests and examinations,

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6.12.3	The contractor shall afford full facilities to the Indian Government Inspector to inspect the stores at all stages of manufacture. The inspector nominated by the Purchaser shall have full powers at every stage of progress to inspect the materials at such intervals as he/they may deem fit and to reject any of the materials which do not conform to specifications of the contract and his/their decision on every question of intent and meaning of specifications shall be final and conclusive. Inspection and acceptance will be final at the Contractor's works and rejection (if any) shall be at the Contractor's cost subject to the provisions contained in the warranty clause.
6.12.4	It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and passed/cleared by the Inspecting Authority are shipped/dispatched to Purchaser alongwith the following certification :- <i>"Certified that the goods offered for arranging shipment have been duly inspected and approved by the prescribed Inspection authority in accordance with the terms &amp; conditions of the contract. A copy of the Inspection Certificate issued in this regard is enclosed."</i>
<b>6.13</b>	<b>Packing &amp; Marking</b>
6.13.1	The items tendered/contracted will have to undergo arduous transportation before reaching the destination and will have to be stored & handled in tropical climatic conditions (including monsoons) before they are put to the actual use. Therefore it is imperative that packing for every item is decided by taking into consideration the above vital factors, so as to eliminate damage/deterioration of items during Transit/ Trans-shipment/ Handling /Storage.
6.13.2	The specification of the packing proposed should be mentioned in the bid. The bidders should indicate the weight, size and volume of each of the packages/containers with the details of the materials proposed to be packed in such package and weight of each item. Basis of freight (if quoted) should also be indicated in the bid.
6.13.3	Packing advice (which is a necessary document for payment) should indicate : i) Weight ii) Size, Volume & Dimensions iii) Quantity of each Packet iv) No. of Packets iv)
6.13.4	The contractor will be held responsible for the stores/goods being sufficiently and properly packed so as to ensure that the stores/good are free from any loss or damage on arrival at the destination,
6.13.5	Where the materials are shipped in Packages/Bundles the pieces in each Package/Bundle should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each Package/Bundle should also be the same.

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6.13.6	<p>The marking of all goods supplied shall comply with the requirement/rules of the Indian Acts relating to merchandise marks or any amendment thereof. The marking of the materials is required to be as under:</p> <table border="1" data-bbox="337 352 1344 955"> <tr> <td data-bbox="337 352 456 443">(a)</td> <td data-bbox="456 352 1344 443">The following data/details stenciled with indelible paint on all the materials/Packages supplied loose :</td> </tr> <tr> <td data-bbox="337 443 456 501">(i)</td> <td data-bbox="456 443 1344 501">Contract number</td> </tr> <tr> <td data-bbox="337 501 456 560">(ii)</td> <td data-bbox="456 501 1344 560">Specification No</td> </tr> <tr> <td data-bbox="337 560 456 619">(iii)</td> <td data-bbox="456 560 1344 619">Item No.</td> </tr> <tr> <td data-bbox="337 619 456 678">(iv)</td> <td data-bbox="456 619 1344 678">Port of discharge</td> </tr> <tr> <td data-bbox="337 678 456 737">(v)</td> <td data-bbox="456 678 1344 737">Port consignee and Ultimate consignee</td> </tr> <tr> <td data-bbox="337 737 456 863">(b)</td> <td data-bbox="456 737 1344 863">The markings as in (a) above should be on labels securely clamped to the Packages or bundles so as not to break loose during transit. The use of steel tags for this purpose should be avoided.</td> </tr> <tr> <td data-bbox="337 863 456 955">(c)</td> <td data-bbox="456 863 1344 955">In addition to the marking as specified above, distinct colour marks should be given so as to distinguish the ultimate consignee in India.</td> </tr> </table>	(a)	The following data/details stenciled with indelible paint on all the materials/Packages supplied loose :	(i)	Contract number	(ii)	Specification No	(iii)	Item No.	(iv)	Port of discharge	(v)	Port consignee and Ultimate consignee	(b)	The markings as in (a) above should be on labels securely clamped to the Packages or bundles so as not to break loose during transit. The use of steel tags for this purpose should be avoided.	(c)	In addition to the marking as specified above, distinct colour marks should be given so as to distinguish the ultimate consignee in India.
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<b>6.14</b>	<b>Insurance</b>																
6.14.1	The insurance in respect of goods dispatched on FOB/FAS/CFR basis is to be covered under: <i>Open Cover (All-risk)</i> : policy against Railway Board's Marine insurance contract as applicable on date of shipment. The insurance charges will be borne by Purchaser. However in the case of delivery on CIF/DPP basis, the insurance shall be arranged by the supplier.																
6.14.2	The closing particulars of shipped consignment are to be advised by contractor/Seller to insurance company in the format (which will be attached with contract) through Fax/Email/Courier within 48 Hrs. of shipment, with copies of same forwarded to Port Consignee and Ultimate Consignee so as to ensure that the stores are covered under insurance, failing which the loss (if any) will be recovered from the contractor's Bank Guarantee/Outstanding bills.																
6.14.3	In the case of indigenous bids, Purchaser will not pay separately for transit insurance and the contractor will be responsible till the entire stores contracted for, arrive in good condition at destination.																

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<b>6.15</b>	<b>Shipping arrangement for foreign contracts</b>												
6.15.1	<p>The material shall be shipped from an overseas port (in country of supplier) to Indian seaport through Indian Flag Vessels/Conference Vessel on freight-paid basis. However If no Indian Flag Vessel/Conference Vessel is sailing within 15 days of readiness of materials with the Foreign Supplier, then the supplier may make his own shipping arrangement through foreign vessel. Bill of lading (BL) should be drawn in favour of the Port Consignee and Ultimate Consignee and it should contain the complete reference of Contract No. &amp; Date and should indicate the name of Shipper and the Consignee as under.</p> <table border="1"> <tr> <td><b>Shipper</b></td> <td>Government of India on behalf of the Patiala Locomotive Works, Patiala, Punjab, India</td> </tr> <tr> <td><b>Port Consignee</b></td> <td>As per clause 6.19</td> </tr> <tr> <td><b>Ultimate Consignee</b></td> <td>As per clause 6.19</td> </tr> </table>	<b>Shipper</b>	Government of India on behalf of the Patiala Locomotive Works, Patiala, Punjab, India	<b>Port Consignee</b>	As per clause 6.19	<b>Ultimate Consignee</b>	As per clause 6.19						
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6.15.2	<b>Distribution of shipping documents</b>												
	<p>Copies of complete set of Shipping documents ( i.e. Non-Negotiable Bill of Lading, Commercial Invoice, Packing List, Country of origin certificate and Manufacturer's Works test Certificate) are required to be sent in separate envelopes by Registered Air Mail/Courier to the following authorities :</p> <table border="1"> <tr> <td>(a)</td> <td>Three sets should be sent immediately to the Port Consignee in India through Courier Service/Fax to ensure the receipt of the documents well in advance of the arrival of the cargo at the Indian Port.</td> </tr> <tr> <td>(b)</td> <td>One set to Purchaser ( Contract signing authority)</td> </tr> <tr> <td>(c)</td> <td>One set to PCMM/Shipping Cell/PLW -Patiala with documentary proof regarding dispatch of original shipping documents to Port Consignee</td> </tr> <tr> <td>(d)</td> <td>One set to Ultimate consignee</td> </tr> <tr> <td>(e)</td> <td>One set to Insurance company</td> </tr> <tr> <td>(f)</td> <td>Any other agency mentioned in the contract</td> </tr> </table> <p>If mentioned in the contract, 2 (two) Non-negotiable copies of Bill of Lading should also be forwarded immediately after the shipment of the stores/goods, to: i) SCI (Shipping Corporation of India) and ii) Shipping Co-ordination &amp; Chartering Division (Ministry of Transport, Department of Surface Transport).</p>	(a)	Three sets should be sent immediately to the Port Consignee in India through Courier Service/Fax to ensure the receipt of the documents well in advance of the arrival of the cargo at the Indian Port.	(b)	One set to Purchaser ( Contract signing authority)	(c)	One set to PCMM/Shipping Cell/PLW -Patiala with documentary proof regarding dispatch of original shipping documents to Port Consignee	(d)	One set to Ultimate consignee	(e)	One set to Insurance company	(f)	Any other agency mentioned in the contract
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6.15.3	Unless mentioned otherwise in the tender/contract, Port of discharge for import will be <b>Nhava Sheva Port, Mumbai</b> . However, Purchaser reserves the right to obtain the material at any other Indian Port also viz. Mumbai, Kolkata & Chennai etc.												
6.15.4	The contractor/Seller is advised to utilize Indian Flag Vessels to the maximum extent possible. The seller shall avoid use of over-aged vessel for the shipment of the goods under the contract. The cost of additional insurance, if any, on account of use of over-aged vessel, shall be borne by the seller. Tramp vessels shall not be used under any circumstances.												
6.15.5	The contractor/Seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall Invariably be sent by the seller to the Port Consignee, Purchaser and the Paying authority alongwith the other shipping documents. Any extra expenditures incurred due to extra insurance etc. for the use of non-classified/over-aged vessel, shall be on seller's account.												



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6.15.6	If the stores or any part thereof are not delivered in time to effect the shipment due to contractor's fault or negligence, the contractor will be liable for all payments and expenses that the Purchaser may incur, or be put to by reason of such non-delivery.																				
6.15.7	The contractor should dispatch Bills of lading and all other shipping documents to the Port Consignee by reputed courier service immediately after shipment with a view to ensure the receipt of these documents well in advance of the arrival of the cargo at the Indian Ports. The contractor should also dispatch simultaneously a complete set of shipping documents including a copy of non-negotiable Bill of Lading to the Purchaser.																				
<b>6.16</b>	<b>Terms of Payment :</b>																				
6.16.1	<b>For overseas/foreign supplies :</b>																				
(a)	Payment shall be made through irrevocable & unconfirmed letter of credit (LC). All charges of LC, levied by Foreign Bankers shall be borne by the contractor. The charges payable for extension of LC beyond original/re-fixed DP (Delivery Period) of contract shall be borne by the contractor.																				
(b)	90% payment will be made on proof of inspection and shipment within 30 days of receipt of shipping documents as specified under: <table border="1" data-bbox="349 779 1356 1497"> <tr> <td>1.0</td> <td>Two copies of negotiable-cum-original bill of lading (BL).</td> </tr> <tr> <td>2.0</td> <td>Signed and Self-certified Commercial Invoice (CI) containing the details of : Description, Quantity, Price, Weight/Volume and Number of Packages shipped ; Contract No. and LC No.</td> </tr> <tr> <td>3.0</td> <td>Works Test Certificate (WTC) of Manufacturer</td> </tr> <tr> <td>4.0</td> <td>Inspection Certificate (IC) issued by Inspecting agency mentioned in the contract.</td> </tr> <tr> <td>5.0</td> <td>Packing List (PKL) indicating No of packets, Weight (Gross and Net), Overall dimensions and Packing size.</td> </tr> <tr> <td>6.0</td> <td><i>Country of Origin certificate (COOC)</i> of goods</td> </tr> <tr> <td>7.0</td> <td>A certificate that : One copy of negotiable BL and other shipping documents, Specification, Description &amp; Weight of the materials and Shipping marks have been forwarded to the Port Consignee by a reputed courier to ensure clearance of materials without delay and without incurrence of any wharf / rent.</td> </tr> <tr> <td>8.0</td> <td>A certificate that: Closing particulars (as per format enclosed with the contract) have been furnished to the prescribed Insurance company and Port consignee.</td> </tr> <tr> <td>9.0</td> <td>Certificate that acceptable PBG (Performance Bank Guarantee) and BG towards warranty obligations (<i>if applicable</i>) has been furnished as per the requirements of contract.</td> </tr> <tr> <td>10.0</td> <td>Certificate that the amounts claimed are correct in terms of the contract.</td> </tr> </table>	1.0	Two copies of negotiable-cum-original bill of lading (BL).	2.0	Signed and Self-certified Commercial Invoice (CI) containing the details of : Description, Quantity, Price, Weight/Volume and Number of Packages shipped ; Contract No. and LC No.	3.0	Works Test Certificate (WTC) of Manufacturer	4.0	Inspection Certificate (IC) issued by Inspecting agency mentioned in the contract.	5.0	Packing List (PKL) indicating No of packets, Weight (Gross and Net), Overall dimensions and Packing size.	6.0	<i>Country of Origin certificate (COOC)</i> of goods	7.0	A certificate that : One copy of negotiable BL and other shipping documents, Specification, Description & Weight of the materials and Shipping marks have been forwarded to the Port Consignee by a reputed courier to ensure clearance of materials without delay and without incurrence of any wharf / rent.	8.0	A certificate that: Closing particulars (as per format enclosed with the contract) have been furnished to the prescribed Insurance company and Port consignee.	9.0	Certificate that acceptable PBG (Performance Bank Guarantee) and BG towards warranty obligations ( <i>if applicable</i> ) has been furnished as per the requirements of contract.	10.0	Certificate that the amounts claimed are correct in terms of the contract.
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5.0	Packing List (PKL) indicating No of packets, Weight (Gross and Net), Overall dimensions and Packing size.																				
6.0	<i>Country of Origin certificate (COOC)</i> of goods																				
7.0	A certificate that : One copy of negotiable BL and other shipping documents, Specification, Description & Weight of the materials and Shipping marks have been forwarded to the Port Consignee by a reputed courier to ensure clearance of materials without delay and without incurrence of any wharf / rent.																				
8.0	A certificate that: Closing particulars (as per format enclosed with the contract) have been furnished to the prescribed Insurance company and Port consignee.																				
9.0	Certificate that acceptable PBG (Performance Bank Guarantee) and BG towards warranty obligations ( <i>if applicable</i> ) has been furnished as per the requirements of contract.																				
10.0	Certificate that the amounts claimed are correct in terms of the contract.																				
(c)	Balance 10% payment within 90 days of receipt of goods at destination and grant of Receipt Note & on furnishing a Bank Guarantee as per Annexure: A-4.3 available in the IBD (Integrated Bid Document) fully indemnifying the Purchaser against all losses incurred by the purchaser during the guarantee period stipulated in warranty clause.																				

## Special Conditions for Global Tenders of PLW-Patiala.

(d)	Where the installation and commissioning of the machine is to be done under the supervision of the technical expert of the Contractor, the balance 10% payment will be made on furnishing of the Bank Guarantee mentioned above within 30 days of the successful completion of proving test in which the machine's performance would have been demonstrated by the supplier or his agents after its commissioning at the consignee's premises. However if the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of goods at the ultimate destination due to clear written instructions of the Purchaser/Consignee, the balance 10% payment shall be released to the supplier after furnishing of the necessary Bank Guarantee by the contractor.
6.16.2	<b>For indigenous supplies</b> : the payment terms will be as per clause 2.8 of IBD (Integrated Bid Document)
6.16.3	Payment shall be subject to deduction of any amounts for which the contractor is liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.
<b>6.17</b>	<b>Delay / Failure in performance of contract</b>
6.17.1	In the event of the contractor failing to deliver the Stores at Indian Port duly inspected and passed within the delivery period stipulated in contract, Purchaser is entitled to cancel the contract at the risk and cost of the contractor or invoke the clauses providing other remedies such as liquidated damages (LD) as provided in the contract.
6.17.2	In case of expiry of delivery period (DP) of contract, the contractor shall not dispatch the stores till such time an extension of DP is granted by the Purchaser and accepted by the contractor else the consignment received after delivery date mentioned in contract may be rejected at the discretion of Purchaser/Consignee with. rights available to Purchaser for Risk Purchase and Recovery.
6.17.3	LD for delay in supply beyond original/refixed delivery period will be as per clause 2.11 and its sub-clauses of IBD (Integrated Bid Document)
6.17.4	Any additional expenditure incurred by the Purchaser on Custom Duty, Freight charges and also the extra cost which may arise on account of variation in Exchange rate during the extended delivery period shall be borne by the contractor. Accordingly Purchaser reserves the right to recover any additional expenditures which may arise on account of variation in Exchange rates, Custom Duty, Freight charges, Insurance charges etc. directly related to the delay in shipping of the stores.
6.17.5	In case of failure of contractor, RP (Risk Purchase) will be taken as per clause 2.11.6 of IBD (Integrated Bid document).
<b>6.18</b>	<b>Force majeure</b>
	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, Act of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine restrictions, Strikes, Lockouts, or Act 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 times, 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.

**Special Conditions for Global Tenders of PLW-Patiala.**

<b>6.19</b>	<b>Import/Export license</b>				
	The successful bidder will have to apply to the proper Government Authority for grant of requisite import/export license (if applicable) and/or requirement of Foreign Exchange for such items within 14 days of LOA (Letter of acceptance) .				
<b>6.20</b>	Unless otherwise mentioned in the tender document, the consignees will be as under :				
	<table border="1"> <tr> <td><b>Port consignee</b></td> <td>PCMM (Shipping) Central Railway First floor, New Administrative Building, CST Mumbai State : Maharashtra Pin-400001 Country : India</td> </tr> <tr> <td><b>Ultimate consignee</b></td> <td>Dy. Chief materials Manager /Depot/Phase-II, Patiala Locomotive Works Patiala State : Punjab Pin-147003 Country : India</td> </tr> </table>	<b>Port consignee</b>	PCMM (Shipping) Central Railway First floor, New Administrative Building, CST Mumbai State : Maharashtra Pin-400001 Country : India	<b>Ultimate consignee</b>	Dy. Chief materials Manager /Depot/Phase-II, Patiala Locomotive Works Patiala State : Punjab Pin-147003 Country : India
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<b>6.21</b>	<b>Check List</b>				
	Check lists has been given in Annexure: A-4.5 of IBD (Integrated Bid Document). The bidders must fill this checklist and submit along with their bid.				
<b>Issued by :</b> Dy. Chief Materials Manager, Patiala Locomotive Works, Patiala					