
CONTAINER CORPORATION OF INDIA LTD.

**TENDER FOR MANUFACTURE, SUPPLY AND COMMISSIONING OF
900 NOS. OF BOGIE CONTAINER FLAT WAGONS (BLC)**

- a) BID REFERENCE : **CON/T/CW/319**
- b) LAST DATE AND TIME FOR SUBMISSION OF BID : 25.01.2006 (11:00 hrs)
- c) TIME AND DATE OF OPENING OF BID : 25.01.2006 (11:30 hrs)
- d) PLACE OF SUBMISSION OF BID : **Container Corporation of India Ltd.,
C-3, Mathura Road,
Opp. Apollo Hospitals,
New Delhi-110076**
- e) PLACE OF OPENING OF BID : **Container Corporation of India Ltd.,
C-3, Mathura Road,
Opp. Apollo Hospitals,
New Delhi-110076**
- f) ADDRESS FOR COMMUNICATION : **Group General Manager (Technical)
Container Corporation of India Ltd.,
C-3, Mathura Road,
Opp. Apollo Hospitals,
New Delhi-110076**

C O N T E N T S

SECTION	DESCRIPTION	PAGES
	BID REFERENCE	1
	CONTENTS	2
	TECHNICAL REFERENCES	3
I	INVITATION FOR BIDS (IFB)	4 - 5
II	INSTRUCTIONS TO BIDDERS	6 - 20
III	GENERAL CONDITIONS OF CONTRACT	21 - 34
IV	SPECIAL CONDITIONS OF CONTRACT	35 - 41
V	SCHEDULE OF REQUIREMENTS	42 - 43
VI	TECHNICAL SPECIFICATIONS	44 - 60
VI-A	QUALIFICATION CRITERIA	61
VII	BID FORM AND PRICE SCHEDULE	62 - 63
VIII	BID SECURITY FORM	64
IX	CONTRACT FORM	65 - 66
X	PERFORMANCE SECURITY FORM	67
XI	DEVIATIONS TO TECHNICAL SPECIFICATIONS AND COMMERCIAL CONDITIONS	68
XII	PROFORMAS FOR PERFORMANCE STATEMENT, EQUIPMENT & QUALITY CONTROL AND PRODUCTION CAPACITY (ANNEXURES - I, II & III)	69 - 72
XIII	SAMPLE FORM (BANK GUARANTEE FOR ADVANCE PAYMENT)	73 - 74
XIV	CERTIFICATE OF COMMISSIONING	75

CONTAINER CORPORATION OF INDIA LTD.

TECH. REFERENCES*:

FOLLOWING ARE THE INDIAN RAILWAYS/RDSO SPECIFICATIONS AND DRAWINGS REFERRED TO IN SECTION VI.

1. G-72 REV.2
2. 48-BD-2002
3. 49-BD-2002
4. 02-ABR-2002
5. 04-ABR-2002
6. R-16/95
7. R-19/93 (PART-I)
8. R-19/93 (PART-II)
9. R-19/93 (PART-III)
10. Drawing WD 88021
11. Drawing W/ML-7
12. CONTR.LCCF.20 (C) 96
13. WD-13-ABR-99
14. AB-RB-39-2002 (Latest Revision)

* The above specifications and drawings can be purchased from The Director General (Wagon), RDSO, Manak Nagar, Lucknow – 226011 except item 12, which can be purchased from M/s. RITES Ltd., Mechanical Design Division, 5th Floor, RITES Bhawan, 1, Sector-29, Gurgaon-122001 (Haryana). The latest version of the above specifications shall be applicable.

CONTAINER CORPORATION OF INDIA LTD.

IFB No: **CON/T/CW/319**

SECTION – I

INVITATION FOR BIDS (IFB)

1. Container Corporation of India Ltd. (CONCOR), a Govt. of India Undertaking, invites sealed bids in **Two Packet System** from eligible Domestic Bidders for the supply of **900 Nos. (180 sets of 5-Wagon units) of Bogie Container Flat (BLC) Wagons** for transportation of ISO/domestic containers. The tenderers are also permitted to quote for less quantities in terms of clause 7 of this Section.
2. Details of bid are:
 - a) Bid Reference : **CON/T/CW/319**
 - b) Price of Bidding Documents* : Rs. 10,000/-
(non-refundable)
 - c) Inland Courier Charges* : Rs. 500/-
 - d) Date of commencement of Sale of Bidding Documents* : 14.12.2005
 - e) Last date for sale of * Bidding documents : 24.01.2006
 - f) Last date and time for Submission of bid : **25.01.2006 (11.00 AM)**
 - g) Time & date for opening of Technical Bid (Stage-I) : **25.01.2006 (11.30 AM)**
 - h) Place of opening of bids : **Container Corporation of India Ltd.**
C-3, Mathura Road, Opp. Apollo Hospitals,
New Delhi-110076
 - i) Address for communication : **Group General Manager (Technical)**
Container Corporation of India Ltd.,
C-3, Mathura Road, Opp. Apollo Hospitals,
New Delhi-110076

* The Bidding Documents can also be downloaded from the website of CONCOR, i.e. www.concorindia.com. However, the intending bidders who use Bidding Documents downloaded from the website should submit the document sale price of Rs. 10,000/- by way of Demand Draft in favour of "Container Corporation of India Ltd.", payable at New Delhi at the time of submission of bid.

CONTAINER CORPORATION OF INDIA LTD.

3. **Bidding Procedure**

- 3.1 All bids must be delivered to the office of **Container Corporation of India Ltd.**, C-3, Mathura Road, Opp. Apollo Hospitals, New Delhi-110076 (INDIA), not later than 11.00 AM on 25.01.2006 and the Technical (Stage-I) Bids will be opened at 11.30 AM on the same day in the presence of the Bidder's authorised representatives who choose to attend.
- 3.2 All bids must be accompanied by a Bid Security of the amount given in Clause-6 in one of the following forms:
- a) An unconditional Bank guarantee issued by State Bank of India or any nationalised/scheduled commercial Bank in the form provided in the bidding documents.
 - b) A Bank Draft in favour of Container Corporation of India Ltd. payable at New Delhi.
4. Purchase Preference shall be given to Public Sector Undertakings in keeping with the relevant instructions of Government of India in this regard.
5. The qualification criteria shall be as given in **Section-VI-A** of the Tender Documents.
6. Pursuant to Clause-3.2 above, the Bidder shall furnish, as part of its bid, Bid Security of an amount of **Rs. 20.00 Lakhs** (Rupees Twenty Lakhs only).
7. Slice and Package System for tenderer to quote for quantities smaller than 900 wagons shall be permitted subject to conditions specified in the tender documents. The tenderer shall be permitted to quote for any one of the following quantities:

PACKAGE	QUANTITY
Package – I (full quantity)	900 Wagons (180 Nos. of 5 Wagon units)
Package – II	450 Wagons (90 Nos. of 5 Wagon units)
Package-III	250 Wagons (50 Nos. of 5 Wagon units)

Only one quotation from one manufacturer shall be accepted. The qualification criteria for different quantities shall also be different as given in **Section-VI-A** of the Tender Documents.

CONTAINER CORPORATION OF INDIA LTD.

SECTION – II

INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

S.No	Topic	Page
A. General		
1.	Introduction	8
2.	Cost of Bidding	8
B. Bidding Documents		
3.	Contents of bidding documents	8
4.	Clarification of Bidding Documents	9
5.	Amendment of Bidding Documents	9
C. Preparation of Bids		
6.	Language of Bid	9
7.	Documents Comprising the Bid	9
8.	Bid Form	10
9.	Bid Prices	10
10.	Documents Establishing Bidders' Eligibility & Qualifications	12
11.	Documents Establishing Goods Eligibility and Conformity to Bid Documents	12
12.	Bid Security	13
13.	Period of Validity of Bids	13
14.	Format and Signing of Bid	14
D. Submission of Bids		
15.	Submission of Offers	14
16.	Deadline for Submission & for Opening of Bids	15
17.	Delayed and Late Bids	15
18.	Modification and Withdrawal of Bids	15
E. First Stage Bid Opening and Evaluation		
19.	Opening of Bids	16
20.	Evaluation of Technical Bids	16
21.	Clarification of Bids	16
22.	Review of Bidder's qualifications	17
23.	Notification of First Stage Evaluation results to Bidders	17

CONTAINER CORPORATION OF INDIA LTD.

F. Second Stage Bid Opening and Evaluation

24.	Opening of Bids	17
25.	Preliminary evaluation of Bids	17
26.	Evaluation and Comparison of Bids	18
27.	Contacting the Purchaser	19

G. Award of Contract

28.	Award Criteria	19
29.	Purchaser's Right to Vary Quantities at Time of Award	19
30.	Purchasers Right to Accept any Bid and to Reject any or all Bids	19
31.	Notification of Award	19
32.	Signing of Contract	20
33.	Performance Security	20

CONTAINER CORPORATION OF INDIA LTD.

SECTION – II

INSTRUCTIONS TO BIDDERS

A. General

1. **Introduction**

Container Corporation of India Ltd. (A Govt. of India Undertaking), New Delhi (India), hereinafter referred to as "CONCOR" invites sealed bids from domestic manufacturers of wagons for manufacture, supply and commissioning of **900 Nos. (180 sets of 5-wagon units) of Bogie Container Flat Wagons (BLC-A and BLC-B)** for transportation of ISO containers as per technical specifications mentioned in Section-VI of this tender document. The tenderers are also permitted to quote for less quantities in terms of clause 9 of this Section.

2. **Cost of Bidding**

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and CONCOR, hereinafter referred to, as 'the Purchaser' will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. **Content of Bidding Documents**

- 3.1 The Goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a) Instruction to Bidders.
- b) General Conditions of Contract.
- c) Special Conditions of Contract.
- d) Schedule of Requirements.
- e) Technical Specifications.
- f) Bid Form and Price Schedule.
- g) Bid Security Form.
- h) Contract Form;
- i) Performance Security Form.
- j) Performance Statement, Equipment & Quality Control and Production Capacity Forms.
- k) Bank Guarantee for Advance Payment Form.

- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of his bid.

CONTAINER CORPORATION OF INDIA LTD.

4. Clarification of Bidding Documents

- 4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing or by telex or cable at the Purchaser's mailing address indicated in the invitation for Bids. The purchaser will respond in writing to any request for clarification of the Bidding Documents that it receives no later than 10 days prior to the deadline for submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders, which have received the Bidding Documents.

5. Amendment of Bidding Documents

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.
- 5.2 The amendment will be notified in writing or by telex or cable to all prospective Bidders who have received the Bidding Documents and will be binding on them.
- 5.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

6. Language of Bid

- 6.1 The Bid prepared by the Bidder and all correspondence and documents related to the bid exchanges by the Bidder and the Purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the bid, the English translation shall govern.

7. Documents Comprising The Bid

The bid prepared by the Bidder shall comprise the following components:

7.1 Cover – 0 : BID SECURITY

This cover shall be so labeled and shall contain the Bid Security in accordance with clause – 12 and shall be opened prior to opening of Bids.

7.2 Cover – 1 : PRE-QUALIFICATION (TECHNICAL BID)

The “PRE-QUALIFICATION BID” shall be labeled so and shall be unpriced. It shall contain a complete description of the goods and services the bidder intends to provide and shall comprise the following components:

- a) Documentary evidence establishing in accordance with Clause-10 that bidder is qualified to perform the contract.

CONTAINER CORPORATION OF INDIA LTD.

- b) Documentary evidence establishing in accordance with Clause-11 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents.
- c) All the commercial and technical terms and conditions which the bidder wants to deviate.
- d) A confirmation that the bidder will abide by all clauses in the tender document excluding deviations, if any, under Clause-7.2 (c).

7.3 Cover – 2 : PRICE BID

The second stage “**PRICE BID**” shall be labeled so and shall comprise the appropriate Bid Form and Price Schedule complete in accordance with Clause 8 & 9.

8. Bid Form

The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents (Section-VII), indicating for the Goods to be supplied, a brief description of the Goods, quantity and prices.

9. Bid Prices

9.1 Bidders shall quote for the entire package on a single responsibility basis on the Price Schedule (Section-VII) attached to these documents the unit prices and total Bid Prices of the goods it proposes to supply under the Contract.

9.2 Prices indicated on the Price Schedule (Section-VII) shall be entered separately in the following manner:

- I. The price of the goods quoted ex-factory, ex-showroom, ex-warehouse or off-the-shelf, or delivered as applicable, including all duties and Sales Tax/VAT and other taxes already paid or payable:
 - a) On components and raw material used in the manufacture or assembly of the goods quoted ex-factory; or
 - b) On the previously imported goods for foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- II. Any Sales Tax/VAT and other taxes which will be payable on the goods if this Contract is awarded. Presently applicable rates of excise duty and Sales Tax/VAT should be clearly quoted. The rate of Sales Tax/VAT indicated in the bid shall be taken for the purposes of the evaluation of the offer. It may be noted that no C/D form will be given and the Sales Tax/VAT rates shall be quoted after taking this factor into account. Any increase in the Sales Tax/VAT rates over and above the quoted rates will be absorbed by the successful bidder. However, any increase in Sales Tax/VAT rates after the date of opening of the bids shall be reimbursed in terms of Clause-31 of Section-III, General Conditions of the Contract. Any reduction in the Sales Tax/VAT rates shall be passed on to the purchaser.

CONTAINER CORPORATION OF INDIA LTD.

- III. Since excise duty rates are uniform throughout the country, a uniform rate of excise duty as applicable at the time of opening of the bids will be taken for the purposes of evaluation of the offers. The excise duty shall however be reimbursed as actually paid at the time of delivery on production of the proof of having paid the same to the Excise authorities.
- IV. Charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.
- V. The cost of incidental services listed in Clause-6 of the Special Conditions of Contract.
- VI. If it is decided to ask for duties / charges extra, the same must be specifically stated specifying the rate of duties charged clearly. In the absence of any such stipulations, it will be presumed that the prices include all such charges and no subsequent claim will be entertained.
- VII. The tenderer should give the following declaration:
- “The rates quoted include all credits and duty set offs under VAT/CENVAT/MODVAT and we agree to such additional duties, credits and set-offs as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT/CENVAT/MODVAT scheme by way of reduction in prices and advise the purchaser accordingly.”*
- 9.3 The Bidder's separation of the price components in accordance with Para 9.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 9.4 **Price Adjustment:** The prices quoted by the Bidders shall be subject to adjustment during the performance of the contract to reflect changes in the cost of labour and material component in accordance with the procedures specified in the Special Conditions of the Contract. A Bid submitted with fixed price shall be treated as a bid with zero price adjustment. The offers shall be evaluated at the offered base price in accordance with Clause-26.2 and the price adjustment provision shall not be taken into consideration in the Bid evaluation.
- 9.5 The bidders shall be permitted to quote for the full quantity of 180 Nos. of 5-Wagon Units (**Package I - 900 Wagons**) or 90 Nos. of 5-Wagon Units (**Package II - 450 Wagons**) or 50 Nos. of 5-Wagon Units (**Package III - 250 Wagons**).
- 9.6 No bidder shall be allowed to quote for more than one of the above Packages.
- 9.7 The price quoted by a bidder for a particular Slice/Package shall remain valid even for less quantities which the Purchaser may wish to order at its sole discretion.

CONTAINER CORPORATION OF INDIA LTD.

10. **Documents establishing Bidder's Eligibility and Qualifications**
- 10.1 Pursuant to Clause 7, the Bidder shall furnish, as part of its First Stage Technical Bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 10.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted shall establish to the Purchaser's satisfaction that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets criteria outlined in the **Qualification Criteria specified in Section-VI-A**. Bidders should furnish information on their past performance, equipment and quality control and production capacity as per Proforma in Section-XII (Annexures I, II & III).
11. **Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 11.1 Pursuant to Clause 7, the Bidder shall furnish, as part of its First Stage Technical Bid, documents establishing the eligibility and conformity of all goods and services which the Bidder proposes to supply under the Contract to the Bidding Documents.
- 11.2 The documentary evidence of the conformity of Goods and Services to the Bidding Documents may be in the form of literature, drawings and data, and shall include:
- (a) A detailed description essential technical and performance characteristics of the Goods;
 - (b) A clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the substantial responsiveness of goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specification, Section-VI. Also deviations, if any, to Section-II, Section-III, Section-IV, Section-V should be given in Section-XI.
 - (c) Other technical details as laid down in Annexure-II of Section-VI "Technical Specifications".
 - (d) Performance for production capacity as per Annexure-III of Section-XII showing the capacity and existing orders and that the manufacturer has the capacity to perform this contract if awarded to him within the specified delivery schedule.
- 11.3 For purposes of the commentary to be furnished pursuant to Clause 11.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

CONTAINER CORPORATION OF INDIA LTD.

12. Bid Security

- 12.1 Pursuant to Clause 7, the Bidder shall furnish, as part of its bid, bid security of **Rs.20,00,000.00 (Rupees Twenty Lakhs only)**.
- 12.2 The bid security is required to protect the Purchaser against risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause 12.7.
- 12.3 The bid security shall be in the currency of quotation and shall be in one of the following forms:
- a) An unconditional bank guarantee issued by State Bank of India or any Nationalised Bank/ Scheduled Commercial Bank valid for 30 days beyond the validity of the bid in the proforma given at Section-VIII of the Bid Documents.
 - b) A demand draft in favour of Container Corporation of India Ltd. payable at New Delhi.
- 12.4 Any bid not secured in accordance with Sub-Clauses 12.1 and 12.3 will be rejected by the Purchaser as non-responsive and such bids will not be opened.
- 12.5 Unsuccessful Bidder's bid security will be discharged/returned not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause-13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidder's executing the Contract, pursuant to Clause-32, and furnishing the performance security, pursuant to Clause-33.
- 12.7 The bid security may be forfeited:
- a) If a Bidder withdraws or modifies his bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - b) In case of a successful Bidder, if the Bidder fails:
 - i) To sign the Contract in accordance with Clause-32; or
 - ii) To furnish performance security in accordance with Clause-33

13. Period of Validity of Bids

- 13.1 The First Stage and Second Stage Bids shall remain valid for **180 days** after the date of bid opening prescribed by the Purchaser. The Purchaser shall reject as non-responsive a bid valid for a shorter period.
- 13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax, cable or telex). The bid security provided under Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request is not required or permitted to modify his bids.

CONTAINER CORPORATION OF INDIA LTD.

14. Format and Signing of Bid

- 14.1 The bidder shall prepare an original and two copies of bid, clearly marking each “**ORIGINAL BID**” and “**COPY OF BID**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

15. Submission of Offers

- 15.1 The Bidders shall seal the Bid Security, Technical Bid and the Price Bid in three separate envelopes marked “**ORIGINAL BID SECURITY**”, “**ORIGINAL TECHNICAL BID**” and “**ORIGINAL PRICE BID**” respectively in terms of Clause 7 and put the three envelopes in a sealed cover envelope and mark it “**ORIGINAL BID**”. The copy of the above documents will be sealed in separate envelopes marked “**COPY BID SECURITY**”, “**COPY TECHNICAL BID**” and “**COPY PRICE BID**” and put in an envelope marked “**COPY OF BID**”. The Bids should be submitted to the **Group General Manager (Technical), Container Corporation of India Ltd., C-3, Mathura Road, Opp. Apollo Hospitals, New Delhi-110076**. The Bidders may submit their bids through their representative or themselves in person in the office of **Group General Manager (Technical), Container Corporation of India Ltd., C-3, Mathura Road, Opp. Apollo Hospitals, New Delhi-110076**. They shall deposit the bids in the Tender Box kept in the said office for this purpose and sign the Tender Register in token of having deposited the bid in the Tender Box. No separate acknowledgement for having deposited the tender will be issued. The bidders can also send their bids either by Registered Post with Acknowledgement Due or through courier service addressed to the **Group General Manager (Technical), Container Corporation of India Ltd., C-3, Mathura Road, Opp. Apollo Hospitals, New Delhi-110076**. It is the responsibility of the bidder to ensure that their bids sent by registered post or by courier should reach well in time in the nominated office as no reasons for delay on the part of postal authorities/courier service agency will be entertained for late submission of bids.
- 15.2 The inner and outer envelopes shall:
- a) Be addressed to the Purchaser at the following address:

Group General Manager (Technical)
Container Corporation of India Ltd.,
C-3, Mathura Road, Opp. Apollo Hospitals,
New Delhi-110076

CONTAINER CORPORATION OF INDIA LTD.

- b) Bear the Project Name “**Manufacture, Supply & Commissioning of Bogie Container Flat Wagons (BLC) – Tender No. CONT/CW/319**”. The original and all copies of the bid shall be typed or written in indelible ink giving the Tender No. i.e. “**CONT/CW/319**”, and the words “Do not open before 11:30 AM on 25.01.2006.”
- 15.3. The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
- 15.4. If the outer envelope is not sealed and marked as required by Sub-Clause 15.1 & 15.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 15.5. Telex, Cable or facsimile Bids will be rejected.
- 16. Deadline for Submission & for Opening of Bids**
- 16.1. The Bids must be received by the Purchaser at the address specified under Sub-Clause 15.2 not later than 11:00 AM on 25.01.2006. The Bid Security and First Stage Technical Bids shall be opened at 11.30 AM on 25.01.2006. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 16.2. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause-5, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17. Delayed and Late Bids**
- 17.1. Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser and before the deadline for opening of bids, pursuant to Clause-16, shall be termed as ‘delayed bid’ and shall be dealt with in the same manner as bids received up to the deadline of submission of bids.
- 17.2. Any bid received by the Purchaser after the deadline for opening of bids prescribed by the Purchaser, pursuant to Clause-16, will be termed as ‘late bid’ and will be rejected and/or returned unopened to the Bidder.
- 18. Modification and Withdrawal of Bids**
- 18.1. The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 18.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 15. A withdrawal notice may also be sent by fax or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

CONTAINER CORPORATION OF INDIA LTD.

- 18.3. No bid may be modified subsequent to the deadline for submission of bids.
- 18.4. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in Clause-13. Withdrawal of a bid during this interval will result in the forfeiture of Bidder's bid security, pursuant to Sub-Clause 12. 7.

E. First Stage Bid Opening and Evaluation

19. Opening of Bids

- 19.1. The Purchaser will open the Bid Security and First Stage Technical Bids that is Cover-0 and Cover-1, in the presence of Bidder's representatives who choose to attend, at 11.30 hrs on 25.01.2006 and at the following location:

Office of Container Corporation of India Ltd.
C-3, Mathura Road, Opp. Apollo Hospitals
New Delhi-110076

The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 19.2 The Bidder's names, modifications, bid withdrawals, alternatives, presence of requisite bid security, discount and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

20. Evaluation of Technical Bids

- 20.1 The purchaser will then proceed to a detailed evaluation of the bids in order to determine whether the technical bids are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the purchaser will examine and compare technical aspects of the bids based on the information supplied by the bidders in their offers vis-à-vis the technical specifications and qualification criteria laid down in Section VI and Section VI-A as well as other conditions of contract as specified in Bid Document.
- 20.2 The purchaser will also review technical alternatives, if any, offered by the bidder to determine whether such alternatives may constitute an acceptable basis for second stage bid to be considered on its own merits.

21. Clarification of bids

To assist in the examination, evaluation and comparison of bids the Purchaser may at its discretion ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in substance of the bid shall be sought, offered or permitted.

CONTAINER CORPORATION OF INDIA LTD.

22. Review of bidder's qualifications

The purchaser will then determine whether the bidders having submitted substantially responsive technical bids are qualified to perform the contract. Accordingly, the purchaser will examine the financial, technical and production qualifications of each bidder, whether the minimum acceptable criteria have been met. Such determination shall be based on the information submitted pursuant to Clause 10 and 11 as well as on any other information that the purchaser may consider necessary to obtain and review in order to reach such determination. If in the opinion of the purchaser, the bidder does not qualify for the package for which the bid has been submitted, the purchaser at its sole discretion, may qualify such a bidder for a lower package.

23. Notification of first stage evaluation results to bidders

At the end of the first stage evaluation based on Technical Bid, the purchaser will invite qualified bidders to attend the second stage Price Bid opening at the specified date, time and place with a notice of one week. The purchaser will notify in due course the unsuccessful bidders that their first stage bids have been rejected and return their bid securities along with their Price Bids unopened. As given in Clause-30, the Purchaser has no obligation to inform the bidders of the grounds of the Purchaser's action.

F. Second Stage Bid Opening and Evaluation

24. Opening of bids

24.1 The Purchaser will open the Second Stage (Price Bid) i.e. Cover-2 bids, in the presence of Bidders' representatives who choose to attend at a time, date and location to be notified for opening of second stage bid. The Bidders representatives who are present shall sign a register evidencing their attendance.

24.2 The Bidders' names, bid prices, discounts, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.

25. Preliminary Evaluation of Bids

25.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.

25.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not

CONTAINER CORPORATION OF INDIA LTD.

accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

- 25.3 Purchase preference will be given to Public Sector companies as per the directives of Government of India.

26. Evaluation and Comparison of Bids

- 26.1 The Purchaser will evaluate and compare bids pursuant to Clause 25.

- 26.2 The prices taken for evaluation and comparison for bidders shall be FOR place of delivery inclusive of all taxes, duties, insurance charges, transportation charges to the place of delivery and cost of incidental services etc. as indicated in Clause 9.2. The offers shall be evaluated on the basis of the quoted price and price adjustment provision shall not be taken into consideration for bid evaluation.

26.3 Delivery Schedule:

The detailed delivery schedule shall be as per the **Section-V**, Schedule of Requirements and which shall be applicable. The required time schedule for supply of wagons under various Packages is indicated below:

- a) One prototype unit of 5 - wagons shall be manufactured and offered for inspection at the manufacturer's works preferably within **3 months** of the Notification of Award (NOA). The prototype shall normally be approved within one month thereafter.
- b) The despatch of series production shall be made in lots of (9) complete sets, each set consisting of a unit of 5-Wagons. The supply of first rake should commence preferably within **1 month** of final approval of prototype. The supplies should thereafter be made at the rate of approx. 1.5 rakes every month for Package-I (900 wagons), approx. 1.25 rakes per month for Package-II (450 wagons) and approx. 1 rake per month for Package-III (250 wagons). The entire supply shall be completed within 18 months, 12 months and 10 months of issue of NOA respectively for Packages I, II and III.

26.4 Deviation in Payment Schedule:

Bidders shall state their bid price for the payment schedule outlined in the Special Conditions of Contract. Bids will be evaluated on the basis of the quoted price. No deviation to this payment schedule will be accepted.

26.5 Spare Parts:

The bidder shall take into account the requirements of warranty spares for which an inventory has to be maintained by him at his own cost for fulfilling warranty obligations. In addition, a list of recommended spares for one year with costs shall be furnished by the bidder. The Purchaser shall retain the option of ordering any quantity of all or part of such spares at its sole discretion.

CONTAINER CORPORATION OF INDIA LTD.

27. Contacting the Purchaser

- 27.1 Subject to Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 27.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

G. Award of Contract

28. Award Criteria

The Purchaser will award the Contract to the lowest eligible Bidder provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

29. Purchaser's Right to Vary Quantities at Time of Award

- 29.1 The Purchaser reserves the right to increase or decrease by up to 15% the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions for any one bidder during currency of the contract.
- 29.2 The Purchaser reserves the right to make a counter offer of the price offered by the lowest responsive Bidder to the other responsive Bidders. The Purchaser may thereafter at its discretion, split the quantity on order between the lowest responsive Bidder and the other higher Bidders accepting the counter offer.
- 29.3 The Supplier(s) shall not increase his/their rate in case CONCOR negotiates for reduction of rates. Such negotiation shall not amount to cancellation or withdrawal of original offer and rates originally quoted will be binding on the Supplier.

30. Purchaser's right to accept Any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

31. Notification of Award

- 31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder/s in writing by registered letter or courier or by fax, cable or telex, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The Notification of Award (NOA) will constitute the formation of the Contract.

CONTAINER CORPORATION OF INDIA LTD.

31.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause-33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause-12.

32. Signing of Contract

32.1 After the Purchaser notifies the successful Bidder that its bid has been accepted, the successful bidder shall furnish the performance security bond in terms of Clause-33. After this, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents (Section-IX), incorporating all agreements between the parties.

32.2 Within 21 days of receipt of Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

33. Performance Security

33.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, in the Performance Security Form provided in the bidding Documents (Section-X) or another form acceptable to the Purchaser.

33.2 Failure of the successful Bidder to comply with the requirement of Clause-32 or Clause-33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids at the risk and cost of the defaulting bidder in accordance with Clause- 23 of Section -III (General Conditions of Contract).

CONTAINER CORPORATION OF INDIA LTD.

SECTION – III

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

S.No	Topic	Page Number
1.	Definitions	22
2.	Application	22
3.	Standards	22
4.	Use of Contract Documents and Information	23
5.	Patent Rights	23
6.	Performance Security	23
7.	Inspection and Tests	24
8.	Packing	24
9.	Delivery and Documents	24
10.	Insurance	25
11.	Transportation	25
12.	Incidental Services	25
13.	Spare Parts	25
14.	Warranty	26
15.	Payment	26
16.	Prices	27
17.	Change Orders	27
18.	Contract Amendments	27
19.	Assignment	27
20.	Subcontracts	27
21.	Delays in Supplier's Performance	27
22.	Liquidated Damages	28
23.	Termination by Default	28
24.	Force Majeure	29
25.	Termination for Insolvency	29
26.	Termination for Convenience	29
27.	Resolution of Disputes	30
28.	Governing Language	30
29.	Applicable Law	30
30.	Notices	31
31.	Taxes and Duties	31
32.	Acceptance of Stores dispatched after the Expiry of Delivery Period.	32
33.	Corrupt Practices	33
34.	Changes in firm	33
35.	Time for and date of delivery-The essence of the Contract	34

SECTION – III

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e) "GCC" means the General Conditions of Contract contained in this section;
- f) "SCC" means the Special Conditions of Contract;
- g) "The Purchaser" means the Organization purchasing the Goods;
- h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- i) "The Project Site", where applicable, means the place or places named in SCC; and
- j) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

CONTAINER CORPORATION OF INDIA LTD.

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

- 6.1 Within 21 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser for the amount specified in the Special Conditions of Contract.
- 6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Performance Security shall be in one of the following forms:
- (a) A Bank guarantee issued by State Bank of India or any Nationalized Bank/Scheduled Commercial Bank in the proforma given at Section-X of the Bid Documents.
 - (b) A demand draft in favour of Container Corporation of India Ltd. payable at New Delhi.
- 6.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

CONTAINER CORPORATION OF INDIA LTD.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and / or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- 7.2 The inspections and test may be conducted on the premises of the Supplier or its Sub-Supplier(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance - including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in India shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.
- 7.5 Nothing in Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Packing

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract and, subject to Clause 17, in any subsequent instructions ordered by the Purchaser.

9. Delivery and Documents

- 9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Schedule of Requirements, Section-V and the Special Conditions of Contract.

CONTAINER CORPORATION OF INDIA LTD.

10. Insurance

- 10.1 The Goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

11. Transportation

- 11.1 The wagons are required to be delivered F.O.R. Inland Container Depot of Container Corporation of India Ltd. as mentioned in Section-V, Schedule of Requirements & Section-VII, Price Schedule. Further the following conditions will hold good wherever applicable.
- 11.2 Where the Supplier is required under the Contract to deliver the Goods to a specific destination within the country, transport of the Goods to such point shall be specified in the Contract shall be arranged and paid by the Supplier, and the cost thereof shall be included in the Contract Price.

12. Incidental Services

- 12.1 As specified in the Special Conditions of the Contract, the Supplier may be required to provide any or all the following services:
- (a) The on-site assembly and/or start-up of the supplied Goods if required at the ultimate destination, including tools and supervision required for assembly, if any.
 - (b) Furnishing of detailed operations and maintenance manuals for each appropriate unit of Goods supplied.
 - (c) Performance or supervision or maintenance and/or repair of the supplied Goods for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of the warranty obligations under the contract.
 - (d) Conduct of training of the Purchaser's personnel on site as required by the Purchaser.

13. Spare Parts

- 13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:
- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

CONTAINER CORPORATION OF INDIA LTD.

- (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

14. Warranty

- 14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal operation of the wagons.
- 14.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered and commissioned at the final destination indicated in the Contract, or for 30 months after the date of shipment from the port of loading in the source country, whichever period concluded earlier, unless specified otherwise in the Special Conditions of Contract.
- 14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 14.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 14.6 The point of maintenance for the purposes of fulfillment of warranty obligations shall normally be Inland Container Depot of Container Corporation of India Ltd. at Tughlakabad, New Delhi. However, in case of major breakdown attributable to warranty defects, the repair may have to be carried out at a maintenance facility nearest to the point of occurrence as identified by CONCOR.

15. Payment

- 15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by shipping documents, submitted pursuant to Clause 9, and upon fulfillment of other obligations stipulated in the contract.
- 15.3 Payments shall be made by the Purchaser within thirty (30) days of submission of the invoice/claim by the Supplier.

CONTAINER CORPORATION OF INDIA LTD.

- 15.4 The payments shall be made in Indian Rupees only.
16. **Prices**
- 16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized by the Special Conditions of Contract, vary from the prices quoted by the Supplier in its bid.
17. **Change Orders**
- 17.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause 30, make changes within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.
 - (b) The method of shipping or packing;
 - (c) The place of delivery; or
 - (d) The services to be provided by the Supplier.
- 17.2 If any such changes causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
18. **Contract Amendments**
- 18.1 Subject to Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
19. **Assignment**
- 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
20. **Subcontracts**
- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
21. **Delays in the Supplier's Performance**
- 21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

CONTAINER CORPORATION OF INDIA LTD.

- 21.2 Any unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable for any or all of the following: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 21.3 If at any time during the performance of the Contract, the Supplier or its sub-Supplier(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 22. Liquidated Damages**
- 22.1 Subject to Clause 24, if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Notwithstanding the provisions of this clause, the Purchaser may terminate the contract for any breach of contract as stipulated in Clause-23.
- 22.2 If such failure to deliver any of the Goods by the due date mentioned above is due to any of the Force Majeure conditions referred to in Clause-24 or due to any cause which the Purchaser considers reasonable, the Purchaser may either allow such additional time as he considers to be justified by the circumstances of the case and may forgo the whole or such part of his claim for damages as he may consider reasonable (his decision thereon being final) or may terminate the contract in which case no damage shall be claimable by either party.
- 23. Termination by Default**
- 23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
- (a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- 23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Para. 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

CONTAINER CORPORATION OF INDIA LTD.

24. Force Majeure

- 24.1 Notwithstanding the provisions of Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, such as insurrection, restraint imposed by the Government, act of Legislative or other authority, war hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God.
- 24.3 If a Force Majeure situation arises, the Supplier shall, within a week of commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. The provision of Industrial Disputes Act 1947 shall be applicable for purposes of Strikes & Lockouts. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 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.

25. Termination for Insolvency

- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. Termination for Convenience

- 26.1 The Purchaser, may by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser and the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or

CONTAINER CORPORATION OF INDIA LTD.

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier. Such partially completed Goods, materials and parts will be taken over by the Purchaser and shall become the property of the Purchaser on payment of an agreed amount.

27. Resolution of Disputes

- 27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract.
- 27.3 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

28. Governing Language

- 28.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the instructions to Bidders. Subject to Clause 30, that language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

29. Applicable Law

- 29.1 This Contract shall be governed by the Laws of India for the time being in force.
- 29.2 Irrespective of the place of delivery and the place of payment under the Contract, the Contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.
- 29.3 Jurisdiction of Courts: The courts at New Delhi shall have the exclusive jurisdiction.
- 29.4 Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970 – For Indigenous Supplies:
 - (1) The Supplier shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time to time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
 - (2) The Supplier shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the Contract and continue to have a valid license until the completion of the Contract. Any failure to fulfil this

CONTAINER CORPORATION OF INDIA LTD.

requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the Contract.

- (3) The Supplier shall pay to labour employed by him directly or through sub-Suppliers the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Supplier, shall notwithstanding the provisions of the Contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his sub-Suppliers in connection with the said contract, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the Contract for performance of the Supplier's part of the contract, the Supplier shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- (5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Supplier or his Sub-Supplier in execution of the contract or to incur any expenditure in providing welfare and health amenities require to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Supplier's failure to fulfil his statutory obligations under the aforesaid Act or the Rules, the Purchaser will recover from the Supplier, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under section 20, sub-section (2) and section 21, sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the amount of the Performance Guarantee Bond and/or from any sum due by the Purchaser to the Supplier whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the Supplier and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Supplier as stated above, shall be final and binding on the Supplier.

30. Notices

- 30.1 Any notices given by one party to the other pursuant to the Contract shall be sent in writing or by telex/cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

31. Taxes and Duties

- 31.1 Supplier shall be entirely responsible for all taxes, duties including custom duty, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

CONTAINER CORPORATION OF INDIA LTD.

- 31.2 Sales Tax/VAT as applicable shall be reimbursed as actually paid on submission of the documentary evidence of having paid the sales tax/VAT to the concerned authorities subject to a maximum percentage as quoted in the Bid, as per Clause 9 of Section-II. All credits for input tax available to the Supplier under the VAT system shall be passed on to CONCOR.
- 31.3 Any increase in Sales Tax/VAT rate after the date of opening of the bids shall be paid to the successful bidder, provided that such a change has been effected by Government Notification/Statute only after the date of opening of the bids subject to Clause 32. It shall be demonstrated by the successful bidder to the satisfaction of the Purchaser that such an increase has taken place only after the date of opening of the bids. If no statutory change in the Sales Tax/VAT rates has taken place after the date of opening of the tender, the Sales Tax/VAT shall be paid as per Clause-31.2 above. Any reduction in the Sales Tax/VAT rates shall however be passed on to the Purchaser.
- 31.4 Excise duty as applicable at the time of delivery shall be reimbursed to the supplier on production of the documentary evidence of having paid the same to the Excise authorities.
- 31.5 Statutory taxes, if applicable, will be deducted by the Purchaser from the payments to be made to the Supplier.
32. **ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD**
- 32.1 In cases where only a portion of the 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 7 was not given by the Supplier, the Purchaser reserves the right to cancel the order for the balance quantity, at the risk and expenses of the Supplier 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, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Supplier. 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 Supplier the liquidated damages on the stores, which the Supplier has failed to deliver/commission within the period fixed for delivery as per Section V Schedule of Requirement.
 - (b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax/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 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 said stores as are delivered after the said date.

CONTAINER CORPORATION OF INDIA LTD.

- (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, Sales Tax/VAT or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The Supplier 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.
- 32.2 The Supplier shall not despatch the stores till such time an extension in terms of Clause 32.1 (a) to (d) above is granted by the Purchaser and accepted by the Supplier. If the stores are despatched by the Supplier before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in Clause 32.1 above.
- 32.3 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 an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in Clause 32.1 above.
- 33. CORRUPT PRACTICES**
- 33.1 The Supplier shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or forbearing to show disfavour to any person in relation to the contract or any other contract with the purchaser or Government. Any breach of the aforesaid condition by the Supplier, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier, or by any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Supplier and to recover from the Supplier the amount of any loss arising from such cancellation in accordance with the provisions of the contract.
- 33.2 Any dispute or difference in respect of either the interpretation, effect or application of the above clause or of the amount recoverable thereunder by the Purchaser from the Supplier, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Supplier.
- 34. Changes in a Firm**
- (a) Where the Supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Supplier's failure to be comply with this requirement, it shall be lawful for the Purchaser to cancel the Contract and purchase or

CONTAINER CORPORATION OF INDIA LTD.

authorise the purchase of the stores at the risk and cost of the Supplier as per the provisions in the contract

- (b) On the death or retirement of any partner of the Supplier firm before complete performance of the contract, the Purchaser may, at his option cancel the Contract and in such case the Supplier shall have no claim whatsoever to compensation against the Purchaser.
- (c) If the contract is not determined as provided in sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- (d) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Supplier or any partner of the Supplier firm has committed a breach of any of the conditions in this sub-clause shall be final and binding on the Supplier.

35. Time for and date of delivery – The essence of the Contract

The time for and the date specified in the Contract or as extended for the delivery of the wagons shall be deemed to be the essence of the Contract and delivery must be completed not later than the date(s) so specified or extended.

CONTAINER CORPORATION OF INDIA LTD.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

(The corresponding Clause number of the General Conditions is in parentheses)

S.No	Topic	Page Number
1.	Definitions (Clause 1)	36
2.	Performance Security (Clause 6)	36
3.	Inspection and Tests (Clause 7)	37
4.	Delivery and Documents (Clause 9)	37
5.	Insurance (Clause 10)	38
6.	Incidental Services (Clause 12)	38
7.	Spare Parts (Clause 13)	38
8.	Warranty (Clause 14)	38
9.	Payment (Clause 15)	38
10.	Prices (Clause 16)	39
11.	Sub-Contracts (Clause 20)	40
12.	Liquidated Damages (Clause 22)	41
13.	Resolution of Disputes (Clause 27)	41
14.	Notices (Clause 30)	41

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. **Definitions (Clause 1)**

- (a) The Purchaser is The Container Corporation of India Ltd.
- (b) The Supplier is

2. **Performance Security (Clause 6)**

2.1 Substitute Clause 6.1 of the GCC by the following:

Within 21 days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser for an amount of **5% of the Contract Value**, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

2.2 Substitute Clause 6.3 (b) of the GCC by the following:

A crossed demand draft drawn in favour of the Purchaser payable at New Delhi.

2.3 Substitute Clause 6.4 of the GCC by the following:

The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.

2.4 Add as Clause 6.5 to the GCC the following:

In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

CONTAINER CORPORATION OF INDIA LTD.

3. **Inspection and Tests (Clause 7)**

3.1 The Purchaser requires the following inspection procedures and tests:

- (a) The prototype bogie container flat wagons shall be subjected to tests as per clause 11 of the Technical Specifications.
- (b) Other Tests and Inspections will be conducted as per relevant clauses of the Technical Specifications.

The supplier would be required to give a notice of 90 days for inspection of the imported components and 45 days for inspection of the indigenous components.

3.2 Inspection shall be done by **RDSO** for which inspection charges shall be paid directly by **CONCOR**.

4. **Delivery and Documents (Clause 9)**

4.1 Date on which Railway Receipt (RR) is issued for a complete Rake comprising 45 wagons after inspection and after issue of Despatch Memo (DM) by nominated Inspection Agency (RDSO) shall be reckoned as the Delivery Date. In case of Package-III (250 wagons), the supplies are to be made in five lots of one rake each and one lot of 25 wagons (5 sets of 5 wagon units).

4.2 Within 24 hours of despatch, the supplier shall notify the purchaser and insurance company by cable/telex/fax the full details of despatch including contract number, description of the goods, quantity, wagon number, railway receipt number and date and name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company.

- (i) Three copies of the Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt on freight paid basis
- (iii) Manufacturer's/Supplier's guarantee certificate;
- (iv) Insurance Certificate
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

CONTAINER CORPORATION OF INDIA LTD.

5. **Insurance (Clause 10)**

The insurance shall be in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "All Risks" basis including War Risks and Strikes.

6. **Incidental Services (Clause 12)**

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- (a) Any pre-commissioning checks to be performed on the wagons after their delivery at the final destination.
- (b) 'As Made' drawings requested in clause 1.8 of Technical Specifications.

7. **Spare Parts (Clause 13)**

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts etc.

8. **Warranty (Clause 14)**

The warranty period shall remain valid for 24 calendar from the date of commissioning of wagons or 30 months from the date of shipment, whichever is earlier.

9. **Payment (Clause 15)**

Payment shall be made in **Indian Rupees** in the following manner:

9.1 **Advance Payment:** Interest Free Advance payment for only 5 prototype wagons amounting to 30% of the total price for 5 prototype wagons will be released initially within 30 days of signing of Contract against a simple receipt and a Bank Guarantee for an equivalent amount in the format given at Section-XIII. After clearance of prototype, interest free advance payment of 30% of the Contract Price (total accepted price of Goods) after adjusting the advance payment for prototype shall be paid within 30 days of clearance of prototype against a simple receipt and a Bank Guarantee for an equivalent amount in the format as at Section-XIII. The Bank Guarantee shall be valid for a period of one month beyond date of completion of supplies.

9.1.2 Payment of wagons delivered would be made after pro-rata adjustment of the advance payment.

9.1.3 Any outstanding advance payment will be adjusted at the end of original delivery period along with interest 2% above prime lending rate of State Bank of India for the period of retention of such excess advance claimed.

9.1.4 If there is an outstanding advance payment, the outstanding advance would be adjusted against any pending/further bills for payment against this order or any other order.

CONTAINER CORPORATION OF INDIA LTD.

- 9.1.5 Any outstanding advance along with interest is to be recovered fully within original delivery period. No advance will be allowed during extended delivery period.
- 9.1.6 The advance payment will be utilised only for payment towards procurement of components and raw material for manufacture of wagons under the contract. The advance payment will be released as per Clause-9.1 subject to the following conditions:
- i) The Supplier will submit a utilization statement every month indicating items ordered, quantity ordered, order value, and LC amount/disbursements made for each item out of the advance amount. Copies of Purchase Orders placed and Inspection Certificates of RDSO (or the nominated Inspecting Authority) will be enclosed as supporting documents.
 - ii) The Supplier will give an undertaking that if at any time CONCOR finds that the amount of advance has been utilized for any other purpose not connected with procurement/ordering of material inputs for the concerned contract, or the supplier has furnished false information at any time regarding the utilization of advance, CONCOR shall have the right to recall the advance and encash the Bank Guarantee furnished by the Supplier for the advance.
 - iii) CONCOR, at its sole discretion, shall have the right to depute its representatives/inspectors for verification of records pertaining to utilization of advance amount from time to time.
- 9.2 **On Delivery:** 60% of the price of Goods shall be paid within 30 days on submission of a bill supported by proof of despatch of goods (RR), inspection certificate and other documents like guarantee certificates, insurance certificate etc. (as specified in Clause-4 of Section-IV (SCC) and Clause-9 of Section-III (GCC).
- 9.3 **On Final Acceptance:** The remaining 10% of the price of Goods shall be paid within 30 days on submission of a bill supported by Final Acceptance Certificate issued by the Purchaser's representative in the proforma given in Section-XIV.

10. **Prices (Clause 16)**

- 10.1 **Price adjustment formula:** The increase/decrease in the price of wagons would be governed by the following escalation formula:

$$P1 = P0 \times \{15/100 + 20/100 (L1/L0) + 65/100 (M1/M0)\}$$

Where

P1 = Escalated/de-escalated Price

P0 = Base Price

L0 = All India Average Consumer Price Index for Industrial Workers for month in which Base Date falls.

L1 = All India Consumer Price Index for Industrial Workers compiled by Labour Bureau, Ministry of Labour for calendar month three months prior to delivery/despatch date.

M0 = Whole Sale Price Index (WPI) for "Iron and Steel" applicable for week 30 days prior to bid closing date.

CONTAINER CORPORATION OF INDIA LTD.

M1 = The Index Number of Whole Sale Prices in respect of item "Iron & Steel" Base 1993-1994 compiled by Economic Adviser to the Govt. of India for the week of calendar month containing 15th of the month, three months prior to delivery (Despatch) date of the wagons. For instance, for wagons despatched in April 2005, the Index Number of week in which 15th January 2005 falls will be applicable.

Base Date : 30 days prior to bid closing date.

In case P1 is greater than P0, the difference P1 minus P0 shall constitute the amount due to the supplier towards escalation on cost of wages and material. Otherwise, the difference P0 minus P1 shall constitute the amount to be recovered from the supplier as de-escalation.

Sources of indices are Economic Advisor, Ministry of Commerce in case of Wholesale Price Index for Iron and Steel and Ministry of Labour in case of All India Consumer Price Index for Industrial Workers.

10.2 The above price adjustment formula shall be invoked by either party subject to the following further conditions.

- a) If the deliveries are not made according to the schedule and are delayed beyond the terminal date of delivery owing to any circumstances whatsoever and an escalation in wage or material takes place, such increase will not be admitted unless specifically agreed to at the time of granting extension in the delivery schedule. In other words the escalation will be pegged to the month the supplies were due.
- b) The Supplier shall submit the escalation/de-escalation claims by the end of the month following the month in which wagons are despatched. In the event of contingencies like delay in receipt of price indices etc. the Purchaser may at his discretion allow up to maximum one month additionally for submission of escalation/de-escalation claims. In the event of Supplier's failure to submit escalation/de-escalation claims in the manner as aforesaid, the Purchaser shall be at liberty to stop further payment till submission of all escalation/de-escalation claims as per schedule.
- c) No price adjustment shall be applicable on the portion of the Contract price paid to the Supplier as advance payment.
- d) The decision of the Purchaser in regard to wage and material escalation under the clause shall be final and not be subject to legal dispute or arbitration.

11. **Sub-contracts (Clause 20)**

Add at the end of sub-clause 20.1 of the GCC the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

CONTAINER CORPORATION OF INDIA LTD.

12. Liquidated Damages (Clause 22)

12.1 For delays:

GCC Clause 22.1 – The applicable rate is 0.5% of the delivered price of the delayed goods per week of delay or part thereof and the maximum deduction is 10% of the price of delayed goods.

12.2 For shortfall in equipment performance:

Add as Clause 22.2 of the GCC the following:

Recovery shall be made from the Supplier for not meeting the guaranteed performance/productivity of the equipment during actual testing as detailed in Technical Specifications.

13. Resolution of Disputes (Clause 27)

Add as GCC Clause 27.4 the following:

27.4 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Arbitration of the "SCOPE Forum of Conciliation and Arbitration" and the award made in pursuance thereof shall be binding on the parties.

14. Notices (Clause 30)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Container Corporation of India Ltd.
C-3, Mathura Road, Opp. Apollo Hospitals,
New Delhi-110076

Supplier: (To be filled in at the time of Contract
signature)

CONTAINER CORPORATION OF INDIA LTD.

SECTION – V

SCHEDULE OF REQUIREMENTS

S. No.	Brief Description	Quantity		
		Package-I 900 wagons	Package-II 450 wagons	Package-III 250 wagons
1.	Prototype 5-Wagon unit of Container Flats (A & B Cars) as per Clause-1.6 of the Technical Specifications	One Set (5 Wagons)*	One Set (5 Wagons)*	One Set (5 Wagons)*
2.	Series Production of 5-Wagon sets of Container Flats	179 Sets (895 wagons)	89 Sets (445 wagons)	49 Sets (245 wagons)

FOOT NOTES:

- * One prototype unit of 5 - wagons as required vide item 1 shall be manufactured and offered for inspection at the manufacturer works preferably within **3 months** of the Notification of Award. The prototype shall normally be approved within one month thereafter.
- a) The despatch of series production shall be made in lots (Rakes) of Nine (9) complete sets, each set consisting of a unit of 5-Wagons. The supply of first Rake comprising 9 complete sets i.e. 45 wagons should commence preferably within **1 month** of final approval of prototype. The supplies should thereafter be made at the rate of approx. 1.5 rakes every month for Package-I (900 wagons), approx. 1.25 rakes per month for Package-II (450 wagons) and approx. 1 rake per month for Package-III (250 wagons). The prototype unit of 5 - wagons after clearance by Purchaser shall be supplied as part of the series production with first rake. The entire supply shall be completed within 18 months, 12 months and 10 months of issue of NOA respectively for Packages I, II and III and this would become a confirmed and severable delivery schedule for the purpose of liquidated damages, option quantity clause, risk purchase clause and other relevant clause.
- b) The Supplier shall be required to make the delivery of wagons FOR Inland Container Depot of CONCOR close to the factory of the bidder which could be ICD/Tughlakabad, Kitterpore Container Terminal in Kolkata Port Trust area, ICD/Whitefield, Bangalore or ICD/Dadri, Distt. Gautam Budh Nagar (U.P.). The bidder shall accordingly quote Inland Transportation, Insurance and Incidental Services charges for delivery of wagons in Section-VII (Price Schedule).

CONTAINER CORPORATION OF INDIA LTD.

PROGRAMME OF DELIVERY:

Activity	TIME		
	<u>Package-I</u> 900 Wagons <i>(20 Rakes)</i>	<u>Package-II</u> 450 Wagons <i>(10 Rakes)</i>	<u>Package-III</u> 250 Wagons <i>(5 Rakes & 25 wagons)</i>
Completion of Supply of all Wagons	Within 18 months of issue of NOA	Within 12 months of issue of NOA	Within 10 months of issue of NOA

The Bidder shall confirm the above Delivery Schedule.

CONTAINER CORPORATION OF INDIA LTD.

SECTION – VI

TECHNICAL SPECIFICATIONS

CONTENTS

Sl.No.	Particulars	Page No.
1.	GENERAL	45
2.	GENERAL REQUIREMENTS	50
3.	DESIGN PARAMETERS	52
4.	UNDERFRAME	53
5.	BUFFER AND DRAW GEAR	54
6.	BRAKE SYSTEM	55
7.	BOGIE	56
8.	WHEELS, AXLES & ROLLER BEARINGS	56
9.	SURFACE PROTECTION	57
10.	MARKING	57
11.	TESTS AND TRIALS	57
12.	ACCEPTANCE CRITERIA	58
 ANNEXURES		
	ANNEXURE - I	59
	ANNEXURE - II	60

SECTION – VI

TECHNICAL SPECIFICATIONS

Tender Spec. No. CON/T/CW/319

SPECIFICATION FOR BOGIE CONTAINER FLAT WAGONS (BROAD GAUGE)

1. GENERAL

1.1 Scope

- 1.1.1 This specification covers the technical requirements for the manufacture, supply and commissioning of bogie container flat (BLC) wagons as shown in Sketch RITES/TP-9405-S/005, General Arrangement Drawings No CONTR-9405-S/3 and CONTR-9406-S/3 to RITES design fitted with Air Brake, and Bogies to specifications contained in schedule of Technical requirements for cast steel bogies CONTR-LCCF 20(C) 1996 for bogie container flats. These bogie container flat wagons are required for transporting 2896mm (9'-6") high ISO containers on broad gauge (1676mm) system of Indian Railways. The detailed drawings and designs will have to be procured by the tenderer by an arrangement between the supplier and M/s. RITES Ltd., Mechanical Design Division, 5th Floor, RITES Bhawan, 1, Sector-29, Gurgaon-122 001 (Haryana).

The wagons should conform to these drawings and other relevant specifications provided hereinafter and the requirements of General Standard Specifications No. G-72 (Rev. 2) which can be had from Director General (Wagon), RDSO, Lucknow-226 011.

- 1.1.2 The container flats shall be supplied in units of five wagons. The end wagons (A Car) shall be fitted with centre buffer couplers at the outer ends while their inner ends and both the ends of intermediate wagons (B Car) shall be connected by slack free draw bar system.

1.2 Drawings

- 1.2.1 The wagons shall be manufactured & supplied strictly to the latest key drawings (listed in Annexure-I) and detailed drawings which should be obtained from M/s. RITES on payment. However, if required in addition, the supplier shall prepare his own working drawings based on the above key and detailed drawings. The key drawings, detailed drawings and any such working drawings prepared by supplier for manufacture shall be furnished for approval of the purchaser. The purpose of approval of key drawings and detailed drawings which the supplier will obtain from M/s. RITES will be to ensure that the supplier is manufacturing the wagons to the latest drawings for BLC wagons.
- 1.2.2 The supplier shall also submit the load test charts for approval to be followed during prototype testing of bogies and complete wagons.
- 1.2.3 All the text and letters appearing in the tracings/ drawings and any other documents shall be in English and all dimensions in millimeters.

CONTAINER CORPORATION OF INDIA LTD.

1.2.4 Material specifications for each component shall be indicated on the relevant drawing and copies of translation in English of such specifications other than Indian or international standard specifications shall be supplied.

1.2.5 The Bidder shall obtain an authorization letter from M/s. RITES Ltd. that M/s. RITES Ltd. shall provide the drawings as well as designs of BLC wagons in accordance with the Technical Specifications of the Tender Document. The said authorization letter from M/s. RITES Ltd. should be submitted along with the Bid.

1.3 Approval of Manufacturing Drawings

Approval of manufacturing drawings means general "acceptability" of the general design features. Notwithstanding the approval, the Supplier will be wholly and completely responsible for the performance of the wagon offered. The Supplier when submitting drawings for approval to Purchaser shall draw specific attention to any deviation or departure from the specifications involved in his proposal or drawings.

1.4 Manufacturing capacity and Quality Assurance

1.4.1 The Supplier shall submit a list of manufacturing and testing facilities available with him to show that

- (a) he has adequate plant and machinery to manufacture and supply the items offered within the delivery schedule offered by him.
- (b) he has adequate organisation and testing facilities to ensure that there is adequate control over the quality of the offered product at all stages of manufacturing process.

1.4.2 The Supplier shall formulate quality assurance programme(QAP) detailing the methodology proposed to be followed to ensure quality product. QAP shall cover quality assurance procedures to be followed during all stages of design, planning, procurement, manufacture, testing, commissioning and servicing. The Supplier shall submit the "Quality Assurance Plan" to Engineers for approval before commencement of manufacture.

1.5 Inspection

1.5.1 All the materials, components, fittings, sub-assemblies etc., covered by the specification shall be subjected to inspection by the "Inspecting Officer" to be nominated by the Purchaser and shall be to his entire satisfaction.

1.5.2 The Inspecting Officer shall have powers to:

- a) Adopt any means as deemed fit to satisfy himself that the materials used are strictly to the specifications.
- b) Take samples for such tests as he may consider necessary, by an approved agency nominated by him, whose report shall be final and binding on the Supplier.

CONTAINER CORPORATION OF INDIA LTD.

- c) Visit at any reasonable time and without previous notice, the Supplier's and sub-Supplier's works to inspect the progress and quality of the work. The Supplier and sub-Supplier(s) shall provide free of charge all facilities viz. office space, equipment, tools, labour, gauges, drawings and specifications required for this purpose without extra charge to the inspecting officer for the proper performance of his work on the inspecting and testing of the work under this contract at work sites.
 - d) Reject materials or fittings not conforming to the relevant specification. Such rejected parts shall be replaced by the Supplier without extra charge.
- 1.5.3 Tests of materials and fittings shall, as far as possible, be carried out at the respective manufacturer's works. All tests shall be at the cost of the Supplier.
- 1.5.4 The equipment shall not be despatched or packed until it has been passed by the Inspecting Officer. Such passing shall in no way exonerate the Supplier from obligation in respect of quality and performance of the equipment or relieve the warranty obligations of the supplier.
- 1.5.5 In the event of dispute between the Inspecting Officer and the Supplier, the decision of the Purchaser shall be final and binding.
- 1.5.6 The cost of all tests, analysis, all royalties and patent rights shall be borne by the Supplier.

1.6 Prototype

The Supplier shall manufacture one prototype 5-wagon unit for inspection and approval of Purchaser or his authorised representative before commencement of series production. Series manufacture shall not be proceeded with until prototype has been approved by the Purchaser or his authorised representative. Any modifications which may have to be carried out as against the acceptance criteria detailed in Clause – 12 as a result of various tests shall be incorporated without any additional charges.

1.7 Modification of drawings

The Supplier, after inspection and approval of the prototype unit shall correct, where necessary, his drawings to conform in every respect with the unit so approved and shall submit two copies of the corrected drawings to Purchaser.

1.8 "As Made" drawings

- 1.8.1 The following complete sets of "As Made" drawings shall be supplied to the Purchaser in advance of the despatch of the wagons from manufacturer's works:-
- a) Two sets of drawings in Polyester film in A-1 size giving a clear print and capable of withstanding heavy wear.
 - b) One set of drawings on floppy disk readable on Auto CAD R-14 packed in moisture proof readable on IBM compatible PC.

CONTAINER CORPORATION OF INDIA LTD.

**LIST OF "AS MADE" DRAWINGS TO BE SUPPLIED ALONG WITH FIRST LOT OF SERIES
PRODUCTION OF WAGONS.**

UNDERFRAME

1. Index.
2. Diagram with two 20' or one 40' long ISO containers.
3. General arrangement.
4. Underframe general arrangement.
5. Underframe bolster and side bearer arrangements.
6. Underframe details.
7. Welding details of Underframe.
8. Air brake diagram and Underframe brake gear pins and bushes.
9. Underframe brake gear arrangements.
10. Underframe brake gear details.
11. Side operated hand brake arrangement and details.
12. Fitment of graduated release air brake equipment, pipe layout and details.
13. Uncoupling gear arrangements for non transition CBC (A car only).
14. Slack free draw bar coupling arrangement and details.
15. Fitment of slack free draw bar on head stock.
16. Fitment of CBC on head stock (A car only).
17. Locking device & details.
18. Marking diagram.

BOGIE

1. Bogie general arrangement.
2. Bogie suspension arrangement.
3. Bogie frame arrangement and details.
4. Bogie bolster arrangement and details.
5. Damping arrangement and details.
6. Spring details.
7. Centre pivot arrangement.
8. Side bearer arrangement.
9. Bogie brake gear arrangement.
10. Bogie brake gear details.
11. Bogie brake diagram.
12. Brake block assembly and details.
13. Brake beam arrangement.
14. Roller bearing axle box arrangement.
15. Wheel and axle assembly.
16. Wheel.
17. Axle.
18. Bogie assembly procedure.
19. Details of safety strap.
20. Leading dimensions and tolerances.
21. Clearance diagram.

CONTAINER CORPORATION OF INDIA LTD.

1.8.2 The supplier shall incorporate in the above set of tracing of "As Made" drawings any deviations, modifications and relaxation granted in course of manufacture of wagons.

1.8.3 "As Made" drawings detailed above shall contain full details of each component/sub-assembly/assembly inclusive of material specifications, actual average weight and reference drawings.

1.9 Service Engineering

The Supplier shall arrange for commissioning of the container wagons immediately after their receipt at specified destination. The Supplier or his agent will be required to inspect the vehicle at the consignee's end to avoid subsequent complaints regarding short shipment and transit damages.

The Supplier shall ensure satisfactory performance of the wagons through out the guarantee period, after which the supplier shall, if required, provide service support for trouble shooting and for obtaining spare parts.

1.10 Spare Parts

The Supplier shall be responsible for ensuring subsequent availability of the spare parts for efficient working of the flat wagons.

1.11 Warranty

1.11.1 The Supplier shall be entirely responsible for the construction and the efficient performance of the container flat under contract notwithstanding any approval which may have been given to the detailed drawings prepared by the Supplier or to the manufacture of materials or parts employed by the Supplier or to the test carried out by the Inspecting Officer.

1.11.2 As mentioned in Clause 8, Section IV "Special Conditions of Contract", the Supplier shall guarantee the satisfactory performance of the wagons supplied under the contract for a period of 24 months from the date of commissioning or 30 months from the date of delivery whichever is earlier.

If during such period any defect will appear or if the quality of the material will become unsatisfactory under conditions of reasonable service and if such defects or deterioration will have been caused by the use of defective design or using unsuitable material or bad workmanship in the manufacture, the Supplier shall arrange to repair and replace as soon as possible and at the Supplier's own cost (including all transport charges) such replacements or additional materials or parts as are necessary.

Further should any design modification be required to be made in any part of the equipment, the period of warranty (24 months) would commence from the date when the modified part is commissioned in service.

CONTAINER CORPORATION OF INDIA LTD.

1.12 Information to be furnished by Supplier

Details of the design parameters, drawings and other data as required by Engineers for examination of Supplier's proposal has been indicated as Annexure-II which shall be required to be furnished by the Supplier with the offer. Any other additional information required by Engineers in this regard shall also be supplied by the Supplier.

1.13 The Bidder is required to offer comments clause by clause of this specification either confirming acceptance of the clause and elaborating in detail, where necessary, or indicating deviation therefrom for all clauses of this specification. The Bidder should be specific about deviations required by him.

1.14 Other General Conditions

1.14.1 The Bidder shall obtain design from RITES required for tendering and manufacture of the wagons at its own cost. The successful bidder will pay the Design Loan Charges as due directly to RITES.

1.14.2 The Bidder shall obtain at his own expense copies of all the latest specifications required for the manufacture of the flats.

1.14.3 Copies of Indian Railway Standard Specifications (IRS) and Indian Railway Schedule of Dimensions-1676mm gauge, 1939 (Reprinted 1973) may be obtained on payment from the Controller of Publications, Government of India, Civil Lines, Delhi-110054 (India).

1.14.4 Copies of Indian Standard (IS) Specifications are available from the Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi-110002 (India).

1.14.5 Unless stated otherwise, latest alterations / amendments / revisions of specifications / standards/drawings shall be applicable.

2. GENERAL REQUIREMENTS

2.1 Track and Dimensional Requirements:

The wagons are required to be operated on Indian Railway Tracks and the following information has been provided for the information of the Tenderers.

2.1.1 **Schedule of Dimensions:** The container flat have been designed to conform to Indian Railways Schedule of Dimensions (1676 mm) 1939 (reprinted 1973).

2.1.2 **Overall Moving Dimensions:** No part of the vehicle loaded with one empty 2438 mm (8'-0") wide and 2896mm (9'-6") high ISO container when standing on straight and level track will encroach upon the maximum moving dimensions of standard 'X' class engine as shown in BG Schedule of Dimensions with a clearance of 17.5mm in vertical direction under any conditions including maximum static deflection of springs and maximum wear on wheels.

CONTAINER CORPORATION OF INDIA LTD.

2.1.3 Track Structure and Parameters of Indian Railways:

<i>S.No</i>	<i>Particulars</i>	<i>Main line routes</i>	<i>High sped routes</i>
1	Min. Track Std.	90 R Rails	52Kg (90UTS Rails)
2	Sleeper density	M+4	M+7
3	Depth of ballast cushion below sleepers.	200 mm	250 mm
4	Standard Rail length	13m	13m
5	Length of short welded rail panels.	39m	39m
6	Radius of sharpest curve and turn out	175m (10°) & 1 in 8½	175m (10°) & 1 in 8½
7	Super elevation	165 mm	185 mm
8	Max. cant gradient	1 in 360	1 in 360
9	Max. cant deficiency	75mm	100mm
10	Permissible track tolerances		
10.1	Unevenness (Base 3.6 m)	15 mm in general	6mm in general & 10mm at isolated locations.
10.2	Alignment (Versine of chord of 7.2m)	10 mm in general	5mm in general & 10mm at isolated locations.
10.3	Twist	3.5mm in general	2mm/m and upto 3.5mm/m at isolated locations.
10.4	Gauge variation	± 6 mm	+6 mm -3 mm

Gauge widening on curves is provided as follows:

On straight including curves - 3 mm tight i.e. 1673 mm of 400M radius and more. On curves with less than 400M - upto 5mm slack i.e. radius upto 1681mm.

These are with reference to nominal gauge of 1676 mm.

11. Minimum clearance above the rail level - 102mm in fully loaded condition and with fully worn wheel.

2.2 Environmental Conditions

The wagon shall be required to operate under the following conditions:

TEMPERATURE:

- a) Maximum temperature (i) Under sun : 70 °C
(ii) In shade : 50 °C
- Minimum temperature : - 5 °C
- b) Maximum relative humidity : 100%
- c) Rainfall : Very heavy. The vehicle shall be designed to permit its running at

CONTAINER CORPORATION OF INDIA LTD.

- 10 km/h over a flood water level of 20 cm above rail level.
- d) Altitude : Sea level - 652 m
- e) Atmosphere during hot weather : Extremely dusty and desert terrain.
- f) Environment : Wagon may be required to work in coastal areas in salt laden and corrosive atmosphere.

3. DESIGN PARAMETERS

3.1 The container flat shall be supplied in units of five wagons. Each unit shall have two 'A' Cars at the ends and three intermediate 'B' Cars as shown in sketch **RITES/TP-9405-S/005**. The outer ends of 'A' Cars shall be provided with raised portion accommodating centre buffer coupler while their inner ends and both ends of 'B' Cars shall be connected by slack free draw bar system. These wagons should be manufactured to RITES designs to key drawings given in Annexure-I to meet the following broad design criteria.

3.2.1 The vehicle has been designed to the following leading parameters unless otherwise stated:

- | | | | |
|-------|---|---|------------------------------------|
| i) | Track Gauge | - | 1676mm |
| ii) | Axle load (Maximum) | - | 20.32 tonnes |
| iii) | Pay load | - | 61 tonnes |
| iv) | Operating speed(Max.) | - | 100 kmph |
| v) | Clear length over head stocks(Max.) | - | A Car- 13625 mm
B Car- 12212 mm |
| vi) | Max. length of one unit over CBC centres | - | 69000 mm (approx) |
| vii) | Max. platform height of flat | - | 1009 mm |
| viii) | Height of CBC at outer end of 'A' Car from rail level | - | 1105 mm |
| ix) | Wheel Diameter | - | 840 mm(New)
780 mm(Fully worn) |
| x) | Distance between axle journal centres. | - | 2260 mm |

CONTAINER CORPORATION OF INDIA LTD.

- | | | | |
|------|---------------------------|---|---------------------|
| xi) | Min. radius of curve | - | 175 m |
| xii) | Overall moving dimensions | - | As per clause 2.1.2 |

3.3.1 The container wagon shall be suitable to accommodate the following ISO series-1 containers:

- (i) Two 6.058m (20 FT) or
- (ii) One 12.192m (40 FT)

3.4 The wagon has been designed to support and secure the containers in accordance with ISO - 3874 (series -1 Freight containers - handling and securing).

4. UNDERFRAME

4.1 The underframe shall be of state of the art light weight design constructed out of material such as copper bearing quality steel preferably of high tensile strength to specification IS:8500/91.Gr.Fe570-B with Cu or equivalent/better and shall be all welded construction. The underframe shall be substantially well braced, perfectly squared with ample strength to withstand end frame telescoping as well as the loads and stresses generated under service conditions. The underframe shall be to RITES design(Annexure I) with underframe general arrangement for A-Car to Drawing No. CONTR-9405-S/4 and B-Car to General Arrangement Drawing No. CONTR-9406-S/4.

4.2 The wagon has been designed to sustain the maximum draft or buffing load of 200 tonnes acting through the centre line of the coupler.

4.3 The wagon has been designed to withstand a min. 1.4 x vertical load fully laden, and the rated buff and draft loads in combination with wagon underframe self weight.

4.4 Eight numbers of Automatic Twist Locks shall be provided on the underframe suitably positioned to accommodate various combinations of ISO containers as mentioned in Para 3.3 above. These locks must comply with all requirements as given in Association of American Railroads' Specification M-952 including the requirement of entrance force not to exceed 800 Lbs. and Exit force to lie in the range 1600-2200 Lbs. The type of automatic twist locks to be provided shall be approved by the Purchaser prior to fitting them on these wagons. The Purchaser would like the Bidders to explore the possibility of supplying Automatic Twist Locks to M/s. Holland Co. USA design (Address : M/s. Holland Co., 1020 Washington Avenue, Chicago Heights, IL 60411, Fax : 001-708-756-2641) to facilitate standardisation of the locks with those fitted on the Bogie Container Flat Wagons already on order. However, as indicated in Clause 11.3 of Section II : Instructions to Bidders, products from other Suppliers which are substantially equivalent or superior to the above, will also be considered acceptable.

4.5 Materials

4.5.1 The material incorporated into the wagon structure shall be new, of the best quality steel, free from defects and laminations and of recent manufacture.

CONTAINER CORPORATION OF INDIA LTD.

- 4.5.2 Mill certificates will be required for all sections and plates used in the fabrication of load bearing members.
- 4.5.3 Materials conforming to other internationally recognised standards may be used, but prior approval shall be obtained from Engineers, and all such testing of the material as required by Engineers to establish the eligibility of the materials shall be borne and arranged for by the supplier.

It should be confirmed that in case sub-assemblies from suppliers who have not already been approved for supply of these components for BLC wagons are intended to use then the approvals for the same shall be obtained by the suppliers on their own. It should also be specifically confirmed that till these new sources are developed, the production shall be continued by using components from already approved sources in order to ensure that the supply of wagons is not affected.

4.6 Fabrication

- 4.6.1 All fabrication shall be carried out under cover in workshops equipped for the production of railway wagons at the appropriate ambient temperatures to avoid brittle fractures.
- 4.6.2 All load bearing structural welds shall be correctly terminated and due consideration shall be given to weld design in highly stressed areas to minimise the fatigue effects of stress concentrations due to weld notches.
- 4.6.3 The fabrication shall comply with the Indian Railways specification **G-72, Rev. 2** "General Standard Specification for Fabrication of Wagon Underframes and Bodies".

5. BUFFER AND DRAFT GEAR

- 5.1 The outer end of `A' car shall be provided with AAR `E' type centre buffer coupler. The CBC shall comply with the IR Schedule of Technical Requirements for High Tensile Centre Buffer Coupler (non-transition) for BG Wagons **48-BD-2002** and all herein mentioned standards, drawings and amendments of latest issue.
- 5.2 The draft gear shall comply with IR Schedule of Technical Requirements for high capacity draft gear for high capacity CBC for BG wagon **49-BD-2002**.
- 5.3 The inner end of `A' car and both ends of `B' car shall be equipped with slack free draw bar system capable of meeting the buff and draft loads during service. It shall also be capable of negotiating the curves specified as well as vertical displacements during running. The Purchaser would like the Bidders to explore the possibility of supplying the Slackless Draw bar system to M/s. Keystone, USA Design (Address : M/s. Keystone Industries, 3420 Simpson Ferry Road, PO Box : 456, Camphill, Pennsylvania 17001 – 0456, Fax : 001-717-763-9917) to facilitate standardisation of Slackless Draw Bar with those fitted on the Bogie Container Flat Wagons already on order. However, as indicated in Sub-Clause 11.3 of Section II : Instructions to Bidders, products from other Suppliers which are substantially equivalent or superior to the above, will also be considered acceptable.

CONTAINER CORPORATION OF INDIA LTD.

6. BRAKE SYSTEM

The wagons shall be equipped with complete single pipe graduated release compressed air brake system consisting of Distributor Valves suitable for Automatic Load Sensing Device of 2 stage type, incorporating auxiliary equipment such as slack adjusters (IRSA-600 J or equivalent) and load sensing device of two stage type, conforming to RITES key drawings(Annexure I) No. CONTR-9405-S/13 for A-Car and CONTR-9406-S/9 for B-Car and CONTR-9405-S/16. The system should fulfil the following requirements.

6.1 Air Brake system

The air brake system shall be with single pipe graduated release system to RITES drawings(Annexure I), and conforming to the following requirements.

- 6.1.1 The equipment used shall be according to IR Specification for Air Brakes for Freight and Passenger Stock of Indian Railways **02-ABR-2002**. Supplier shall explore the possibility of using air brake equipment of one of the indigenous makes.

6.2 Piping

- 6.2.1 The piping and joints shall be carried out according to IR Specifications for Pipes and Joints for Air Brakes for Freight and Passenger Stock of Indian Railways **04- ABR-2002**.

- 6.2.2 Particular attention should be paid to the clamping of pipes to the wagon body and the proper location of the brake pipe cut off angle cocks and hoses.

- 6.3 Low friction composition ('L' type) brake blocks shall be used conforming generally to Specification No. WD-13-ABR-98 issued by RDSO, Lucknow.

- 6.4 Adequate safety straps shall be provided below the moving components of brake rigging to prevent falling on the track in the event of failure of any component.

6.5 Approval of Brake System

- 6.5.1 Further, the complete brake system shall be fitted on the prototype wagon and offered to the Engineers for approval. The supplier shall be obliged to carry out any such modifications on the layout of the brake system as may be required by the Engineers.

- 6.5.2 The supplier shall proceed with series production only after the final approval of the prototype wagon brake system by the Engineers.

6.6 Brake system Testing

- 6.6.1 The brake system shall be thoroughly tested upon the prototype wagon and upon all the wagons using a single wagon test rig.

- 6.6.2 It is the sole responsibility of the supplier at his own expenditure to perform all such testing and supply the test rig as required by the Engineers.

CONTAINER CORPORATION OF INDIA LTD.

6.7 The container flat shall be provided with hand brake arrangement. The hand brake force to vehicle tare weight ratio shall be approximately 30%. The hand brake wheels shall be mounted at suitable locations on either side of the vehicle as indicated in the RITES design..

7. **BOGIE**

7.1 The container wagons will be supplied fitted with two axle bogies to key drawings as indicated at Annexure-I and to Schedule of Technical Requirements for cast steel bogie to Specification No. CONTR –LCCF-20(C) (latest Rev) for Bogie Container Flat (BG) which can be obtained from M/s. RITES Ltd., Mechanical Design Division, 5th Floor, RITES Bhawan, 1, Sector-29, Gurgaon-122 001 (Haryana).

7.2 The weight of bogies shall be as low as possible consistent with strength & robustness.

7.3 In the primary suspension, Elastomeric Pads fitted at the axle box level, shall be to RDSO Specification WD-30-Misc-99 (Latest) and should have guaranteed life of at least 6 years or 1.5 million kms. Further these pads shall be capable of taking a lateral load of ± 4 tonnes and a dynamic augment of 50% - 60%.

7.4 **Bogie Testing**

Any manufacturer of bogie approved for CASNUB 22 NLB bogie by RDSO, Lucknow would be acceptable. However, if the manufacturer has not been already approved by RDSO, one prototype BLC bogie complete with all fittings including wheels sets and CTRBs shall be subjected to load tests and RDSO's approval obtained. All costs associated with the approvals, including all tests will have to be borne by the supplier. Further the successful bidder shall be entirely responsible for getting the approvals of RDSO for the Prototype Bogie of the suppliers who have not been earlier approved by RDSO for the manufacture of the LCCF 20 (C) bogie, required to be used in the High Speed Bogie Container Flat wagons (BLCA and BLCB). Any delay in obtaining the approvals of RDSO in such a case will be to the suppliers account and the purchaser shall not be responsible for such delays.

8. **WHEELS, AXLES & ROLLER BEARINGS**

The wheels, axles and roller bearings should be to the following specifications and to General Arrangement Drawing No. CONTR-9404-S/12, which the tenderer is required to obtain from M/s RITES.

8.1 Wheels shall be designed for an axle load of 20.32 tonnes.

8.2 The wheels shall be of monobloc design. The tread diameter of the new wheel shall be 840mm and the condemning size shall be 780mm.

8.3 Wheel & axle dimension shall meet requirements of IR schedule of dimension 1676 gauge.

CONTAINER CORPORATION OF INDIA LTD.

- 8.4 Wheels shall comply with the Indian Railway Specification **R-19/93 Rev-II or latest (Part-II/Part-III)** and wheel assembly to **R-19/93 (Part-I)** and axles to **R-16/95**.

The Wheels and Axles shall be procured from the sources already approved by RDSO, Lucknow for BLC wagons (840 mm diameter). In such a case the wheels and axles shall be procured to the QAP and drawings already approved by RDSO. In case the suppliers wish to supply wheels and axles from other sources, it shall be the Supplier's responsibility to get the approvals from RDSO. All costs associated with these approvals shall be borne by the supplier. Any delay as a consequence of these approvals by RDSO shall also be to the suppliers account and the Purchaser shall not be responsible for such delays.

- 8.5 Wheel tread profile shall be as per sketch **WD-88021** of **RDSO**.

- 8.6 Cartridge tapered roller bearing of AAR 'E' type suitable for 6"x11" journal to RDSO Specification No. AB-RB-39-2002 (Latest Revision) shall be provided on the wagon. Bearings having AAR unconditional approval will only be acceptable. The grease used in the roller bearing should be AAR approved for this bearing.

9. **SURFACE PROTECTION**

- 9.1 All surface of the container flat shall be thoroughly cleaned by shot/grit blasting, and then painted. The surface preparations and painting shall be as indicated in section 11 of IR specification **G-72** latest version. The surfaces that will not remain exposed during shot blasting of the assembled under frame should be cleaned by shot/grit blasting prior to fabrication/assembly as detailed in Sub-Clause 11.1.2 of Specification No. **G-72**.

- 9.2 The colour scheme for the paint shall be as agreed between the manufacturer & the Purchaser.

10. **MARKING**

- 10.1 The tare weight of container flat shall be marked in tonnes up to one decimal place. The operating direction ON/OFF of side operated hand brake wheel shall also be marked.

- 10.2 Standard plates as per RDSO sketch No. **W/ML-7** shall be provided on the under frame sole bar at diagonally opposite ends.

- 10.3 The wagon under frame shall be provided with markings, details of which will be made available at a later stage.

11. **TESTS AND TRIALS**

- 11.1 The prototype container flats (A&B Cars) shall be tested as specified in clause 12 of IR specification **G-72** to the extent applicable. In addition, bogies shall be tested in terms of Clause 7.4 of the Technical Specifications.

- 11.2 Any modifications found necessary as a result of the tests shall be incorporated by the Supplier at his own cost in all vehicles supplied in a manner approved by the Purchaser.

CONTAINER CORPORATION OF INDIA LTD.

Drawings incorporating the modifications found necessary, as a result of tests shall be submitted to Engineers for final approval.

12. **ACCEPTANCE CRITERIA**

Acceptance of the prototype will be based on passing the stationary tests prescribed as per clause 11.1. The series production shall start after approval and acceptance of prototype unit of 5-wagons.

CONTAINER CORPORATION OF INDIA LTD.

ANNEXURE-I of Section-VI

LIST OF KEY DRAWINGS

Bogie Container Flat Wagon Type BLCA

- | | |
|-----------------------------|--|
| 1. CONTR – 9405 – S/1 | Index |
| 2. CONTR – 9405 – S/3 | General arrangement |
| 3. CONTR – 9405 – S/4 | Underframe general arrangement |
| 4. CONTR – 9405 – S/5 | Underframe bolster and side bearer arrangement |
| 5. CONTR – 9405 – S/8 | Welding details of underframe |
| 6. CONTR – 9405 – S/9 | Air brake diagram and Underframe brake gear pin and bushes |
| 7. CONTR – 9405 – S/10 | Underframe brake gear arrangement |
| 8. CONTR – 9405 – S/12 | Side operated hand brake arrangement and details |
| 9. CONTR – 9405 – S/13 | Fitment of Graduated Release Air Brake Equipment & Pipe Layout |
| 10. CONTR – 9405 – S/16 | Fitment of Load Sensing Device |
| 11. CONTR – 9405 – S/17 | Uncoupling gear arrangement for non- transition CBC |
| 12. CONTR – 9405 – S/21 | Fitment of automatic twist lock |
| 13. RITES/TP – 9405 – S/001 | Draw bar arrangement |

Bogie Container Flat Wagon Type BLCB

- | | |
|-----------------------|--|
| 1. CONTR – 9406 – S/1 | Index |
| 2. CONTR – 9406 – S/3 | General arrangement |
| 3. CONTR – 9406 – S/4 | Underframe general arrangement |
| 4. CONTR – 9406 – S/6 | Air brake diagram and Underframe brake gear pin and bushes |
| 5. CONTR – 9406 – S/7 | Underframe brake gear arrangement |
| 6. CONTR – 9406 – S/8 | Side operated hand brake arrangement and details |
| 7. CONTR – 9406 – S/9 | Fitment of Graduated Release Air Brake Equipment & Pipe Layout |

Bogie

- | | |
|-------------------------|---|
| 1. CONTR – 9404 – S/1 | Index |
| 2. CONTR – 9404 – S/2 | Bogie general arrangement |
| 3. CONTR – 9404 – S/3 | Cast steel side frames |
| 4. CONTR – 9404 – S/5 | Cast steel bolster |
| 5. CONTR – 9404 – S/7 | Spring details |
| 6. CONTR – 9404 – S/8 | Centre pivot and side bearer assembly and details |
| 7. CONTR – 9404 – S/9 | Bogie brake gear arrangement |
| 8. CONTR – 9404 – S/11 | L-Type Composition Brake Block |
| 9. CONTR – 9404 – S/12 | Wheel and axle assembly |
| 10. CONTR – 9404 – S/13 | Wheel |
| 11. CONTR – 9404 – S/14 | Leading dimensions and tolerances |
| 12. CONTR – 9404 – S/15 | Spring loaded side bearer assembly and details |
| 13. CONTR – 9404 – S/17 | Brake Beam |

CONTAINER CORPORATION OF INDIA LTD.

ANNEXURE-II of Section-VI

INFORMATION TO BE SUPPLIED BY THE TENDERER ALONG WITH THEIR OFFERS

(See Clause 1.12)

The suppliers for the following equipment shall be provided by the Bidders.

Supplier:

Wheels	_____
Axles	_____
Bogies	_____
Brake gear	_____
Bearings (Cartridge Tapered/ Bearings)	_____
Springs	_____
Centre pivot	_____

PARTICULARS OF BUFFER AND DRAFT GEAR

Supplier:

Coupler	_____
Draft gear	_____
Buffing unit	_____
Slack free draw bar	_____

PARTICULARS OF BRAKE SYSTEM

Supplier

Auxiliary air reservoir	_____
Brake cylinder	_____
Distributor valve	_____
Load Sensing Device	_____
Valves and cocks	_____
Hose connections	_____
Brake gear upon underframe /bogie.	_____

CONTAINER CORPORATION OF INDIA LTD.

SECTION VI – A

QUALIFICATION CRITERIA

(Referred to in Clause 10 of Section-II)

1. Firms meeting the requirements laid down in RDSO specification G-93 are considered eligible for manufacture of wagons as given in this tender. For this purpose the bidder shall furnish a statement showing facilities as available at his Works where he intends to manufacture these wagons vis-à-vis the requirements of G-93. The bidder is required to confirm that unit(s) where the wagons are proposed to be manufactured is (are) G-93 compliant.

The Purchaser will review the manufacturing capability of the bidder based on the information furnished by the bidder in the offer detailing the infrastructural facilities available with the bidder. The decision of the purchaser in this regard will be final.

2. Further, the bidder should:
 - a) Be a manufacturer or authorised representative of a manufacturer who has manufactured and supplied not less than the below mentioned Bogie Wagons in a period of twelve months in at least one of the five preceding years which should have been in successful operation on the Indian Railways system for a period of 12 months or more. (For purpose of this Para, the Supplier should additionally submit a Performance Statement as per Annexure-I of Section-XII).

Package and Total Size (Number of Wagons) of the Package		Qualification Criteria (minimum no. of bogie wagons produced during any one of the five preceding years)
Package-I	900 Wagons (180 units of 5 wagons each)	450
Package-II	450 Wagons (90 units of 5 wagons each)	225
Package-III	250 Wagons (50 units of 5 wagons each)	125

- b) Have adequate plant, manufacturing capacity and quality control systems to manufacture the required items within delivery schedule offered by him. For purposes of this Para the Supplier should additionally submit an Equipment Statement as per Annexure-II of Section-XII and information regarding the production capacity as per Annexure -III of Section-XII.
 - c) Furnish the last five years profit and loss statement along with balance sheets and also give detailed accounts of their working capital requirements. They should also furnish authenticated and detailed proposal for meeting the working capital requirements to adhere to the specified delivery schedule. In case the proposal is to fund such requirements through bank financing, a certificate from the bank should be enclosed. In case such requirements are to be funded from cash reserves, this should be substantiated from the balance sheets.

CONTAINER CORPORATION OF INDIA LTD.

SECTION – VII

(See Clause 8 & 9 of Section-II Instruction to the Bidders)

BID FORM AND PRICE SCHEDULE

Date:.....
Tender No.....

To: (Name and address of Purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos.....(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of.....(Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of (Number) days from the date fixed for bid opening under Clause 13 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

Name and address of agent	Amount in Rupees	Purpose of Commission or gratuity
_____	_____	_____

(if none, state "none")

Section-VII: Bid Form and Price Schedule

CONTAINER CORPORATION OF INDIA LTD.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20

(signature)

(in the capacity of)

Duly authorised to sign Bid for and on behalf of

PRICE SCHEDULE:

(1)	(2)	(3)	(4)				(5)	(6)	
			Price for each 5-Wagon unit						
Schedule No	Item Description	Quantity (In sets of 5 Wagon Units)	Ex-factory Ex-warehouse Ex-Show Room Off-the shelf	Packing & forwarding	Excise Duty (--)	Sales Tax/VAT (--)	Inland Transportation, Insurance & Incidental Services charges*	Unit Price	Total price per schedule FOR delivery at final destination
			(a)	(b)	(c)	(d)	(e)	a+b+c+d+e	3 x 5

* The break up of the Inland Transportation, Insurance charges and Incidental Services charges should be quoted separately.

*The bidder shall quote Inland Transportation, Insurance and Incidental Services charges FOR delivery of wagons at CONCOR terminal nearest to the factory of the Bidder which could be ICD/Tughlakabad, Kidderpore Container Terminal in Kolkata Port Trust area, ICD/Whitefield, Bangalore or ICD/Dadri, Distt. Gautam Budh Nagar (U.P.) (Refer Section-V, Schedule of Requirements, Point b) of Foot Notes).

Total Bid Price for Supply: _____

(a) In case of discrepancy between unit price and total price, the unit price shall prevail.

Signature of Bidder : _____

Place :

Date :

CONTAINER CORPORATION OF INDIA LTD.

SECTION – VIII

(See Clause 12 of Section II Instruction to the Bidders)

BID SECURITY FORM

Whereas.....
(hereinafter called "the Bidder") has submitted its bid dated..... for the supply of bogie container flat wagons (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE
.....of.....having our registered office at.....(hereinafter called the "Bank") are bound unto **Container Corporation of India Ltd.**, having its registered office at C-3, Matthura Road, Opp. Apollo Hospitals, New Delhi-110076 (INDIA) (hereinafter called "the Purchaser") in the sum of..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 2005.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws or modifies its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

CONTAINER CORPORATION OF INDIA LTD.

SECTION - IX

(See Clause-32 of the Section-II, Instruction to the Bidders)

CONTRACT FORM

THIS AGREEMENT made theday of,at New Delhi Between **Container Corporation of India Ltd.**, having its registered office at C-3, Mathura Road, Opp. Apollo Hospitals, New Delhi-110076, INDIA (hereinafter called "the Purchaser") of one part and(Name of Supplier) of(City of Supplier) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services should be provided by the Supplier, viz. Bogie Container Flat Wagons and has accepted a bid by the Supplier for the supply of Goods and Services in the sum of.....
(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and Price Schedule submitted by the Bidder
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract
 - (f) the Purchaser's Notification of Award
 - (g) Any other correspondence if considered necessary.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CONTAINER CORPORATION OF INDIA LTD.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS (CIF/CFR/FOB/FCA/FOR ETC.)

TOTAL VALUE: _____

5. **DELIVERY SCHEDULE:**

6. **PAYMENT TERMS:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said (For the Purchaser)

in the presence of:.....
Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

CONTAINER CORPORATION OF INDIA LTD.

SECTION – X

(See Clause-6 of Section-III, General Conditions of Contract)

PERFORMANCE SECURITY FORM

To:

(Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract No.....dated,.....
to supply of bogie container flat wagons hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you
with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance
with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
Supplier, up to a total of (Amount of the Guarantee in Words and Figures)
and we undertake to pay you, upon your first written demand declaring the Supplier to be in default
under the Contract and without cavil or argument, any sum or sums within the limit of
..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....

Address:.....

.....
.....

CONTAINER CORPORATION OF INDIA LTD.

SECTION-XI

DEVIATIONS TO TECHNICAL SPECIFICATIONS AND COMMERCIAL CONDITIONS

A. DEVIATIONS TO TECHNICAL SPECIFICATIONS, SECTION-VI:

Clause of Technical Specifications	Deviations
-----	-----

B. DEVIATIONS TO TERMS AND CONDITIONS (SECTION II, III, IV, V OF THE BID DOCUMENTS)

Section	Clause	Deviations
-----	-----	-----

Note: In case of NIL deviations, a 'NIL' statement should be furnished.

(Signature of the Bidder)

Section-XII: Proforma for Performance Statement

CONTAINER CORPORATION OF INDIA LTD.

SECTION – XII

ANNEXURE -I

(Please see Clause-10 of
Instructions to Bidders and Section-VI-A)

PROFORMA FOR PERFORMANCE STATEMENT

(for a period of last 3 years)

Tender No..... Date of opening.....Time.....Hours.....

Name of Firm : _____

S.No	Order placed by (full address of Purchaser)	Order No and date.	Description and quantity of stores ordered.	Value of order.	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any.	Have the wagons ** been satisfactorily commissioned & are these giving trouble free service for a period of 12 months?
					As per Contract.	Actual.		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

- a. Completed orders
- b. Pending orders

Signature and seal
of the Manufacturer/
Tenderer : _____

** Detailed Certificate from the user should be submitted by the tenderer in support of this statement.

Note: The above Proforma should be filled separately for completed and pending orders.

SECTION - XII

ANNEXURE-II

(Please see Clause-10 of
Instructions to Bidders and Section-VI-A)

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No.....Date of Opening.....Time.....Hours.....

Name of Firm.....

(Note: All details required only for the items tendered)

1. Name & Full address of the firm.
2. Telephone & 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 & machinery erected and functioning in each dept. (Monographs & description pamphlets be supplied if available).
7. Production capacity of item(s) quoted for, with the existing plant & machinery.
 - 7.1 Normal
 - 7.2 Maximum
8. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
9. Details of staff.
 - 9.1 Details of technical supervisory staff-in-charge of production & quality control.
 - 9.2 Skilled labour employed.

Section-XII: Proforma for Performance Statement

CONTAINER CORPORATION OF INDIA LTD.

- 9.3 Unskilled labour employed.
- 9.4 Maximum No. of Workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
10. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.

Signature and seal of the
Manufacturer/Supplier

CONTAINER CORPORATION OF INDIA LTD.

SECTION - XII

ANNEXURE-III

(Please see Clause-10 of
Instructions to Bidders and Section-VI-A)

PROFORMA FOR PRODUCTION CAPACITY

Tender No. **CONT/CW/319**

1. Name and address of the manufacturer
2. Location of the Factory.
3. a) The installed capacity for-----
-----and the type of-----

b) For the type of-----covered under this tender, indicate the capacity separately on a single shift basis and on multiple shift basis if so worked.
- 4) What is the average monthly production of wagons during the last five years on a single shift basis?
- 5) What are the existing orders? The total order, the delivery schedule as per contract, balance quantity as on the date of tender opening should be indicated against each order.
- 6) What portion of the existing balance capacity would be reserved for this contract in terms of wagons per month?

CONTAINER CORPORATION OF INDIA LTD.

SECTION - XIII

SAMPLE FORM

Bank Guarantee for Advance Payment

To:

(name of Purchaser)
(address of Purchaser)

Gentlemen:

In accordance with the provisions of the Special Conditions of Contract Clause 9.1 ("Advance Payment") of the above-mentioned Contract _____ (name and address of Supplier) (hereinafter called "the supplier") shall deposit with **Container Corporation of India Ltd.**, having its registered office at C-3, Mathura Road, Opp. Apollo Hospitals, New Delhi-110076, a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ (amount of guarantee) (in words).

We, the _____ (bank or financial institution), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to Container Corporation of India Ltd., on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding _____ (amount of guarantee)* (in words).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between Container Corporation of India Ltd., and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

CONTAINER CORPORATION OF INDIA LTD.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until Container Corporation of India Ltd., receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal:

Financial institution:

Name of bank/

Address :

Date :

- ❖ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

CONTAINER CORPORATION OF INDIA LTD.

SECTION - XIV

CERTIFICATE OF COMMISSIONING

PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL
SUPPLY AND COMMISSIONING OF FLAT WAGONS

No.

Date: _____

M/s. _____

Sub: Certificate of Supply of Wagons

1. This is to certify that the Bogie Flat Wagons as detailed below have been received in good condition along with all the standard and special accessories in accordance with the Contract/Specifications. The same have been put on line.

- a) Contract No. _____ dated _____
- b) Wagon Nos. _____
- c) Quantity _____
- d) Date of receipt at final destination _____
- e) Inspection Certificate No. _____

2. The supplier has fulfilled his contractual obligations satisfactorily, or the supplier has failed to fulfill his contractual obligations with regard to the following:

- a)
- b)
- c)
- d)

3. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature: _____

Name: _____

Designation with stamp: _____