

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)
NELLORE**

Tender for Supply of MRS85/ CR171 Rails

Bids to be submitted online

Tender No.: SDSC SHAR/VALF PURCHASE/SH202300184501 dated 02-05-2024

A. Tender Details

Tender No :	SDSC SHAR/VALF PURCHASE/SH202300184501
Tender Date :	02-05-2024
Tender Classification:	GOODS
Purchase Entity :	VALF PURCHASE
Centre :	SATISH DHAWAN SPACE CENTRE SHAR SRIHARIKOTA (SDSC SHAR)

Supply of MRS85/ CR171 Rails

GEM/GARPTS/30042024/4GMW5Q11RKKE

As per tender documents

A.1 Tender Schedule

Bid Submission Start Date :	02-05-2024 16:30
Bid Clarification Due Date :	17-05-2024 10:00
Bid Submission Due Date :	28-05-2024 16:30
Bid Opening Date :	29-05-2024 14:30
Price Bid Opening Date :	26-06-2024 14:30

B. Tender Attachments

Technical Write-up/Drawings

Document : RFP/ Tender specification document for supply of MRS85 rails

Instructions To Vendors

2. STANDARD TERMS & CONDITIONS

1. Tele No.08623-225174/225127/226082

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, sselvan@shar.gov.in, rakeshkumar@shar.gov.in

1. Instruction to Indigenous Suppliers:

a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our Normal payment term is 100% within 30 days after receipt and acceptance of the item at our site. Please confirm acceptance in your quotation.

b) Our GST No. is. 37AAAGS1366J1Z1.

c) Purchase / Price preference to MSEs

Purchase/Price preference will be applicable to the product reservation admissible to the Micro and Small Enterprises. Purchase/Price Preference shall be extended to the MSEs under the Public Procurement Policy for MSEs formulated under the Micro, Small and Medium Enterprises Development Act, 2006. The participating MSEs in a tender, quoting price within the band of L-1 + 15% may also be allowed to supply a portion of the requirement by bringing down their price to the L-1 price, in a situation where L-1 price is from someone other than an MSE. Such MSEs may be allowed to supply up to 25% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared equally.

Micro & Small Enterprises which have technical capability to deliver the goods & Services as per prescribed technical & quality specifications and may not be able to meet the qualification criterion relating to prior experience-prior turnover may be relaxed as per guidelines issued by Ministry of MSMEs & as amended from time to time.

Interested vendors shall specifically claim the benefit with supporting documents.

d) Purchase / Price preference to Make-in-India Products:

Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor

or cost auditor, if the OEM is a company and by a practicing cost accountant or chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020 and amendments thereof. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Instruction to Foreign Suppliers:

- a) Payment Terms shall be as specified in RFP. If not specifically mentioned Our normal payment term is SIGHT DRAFT, Please confirm acceptance in your offer, if you insist for L/C, and all bank charges shall be to your account. Confirm acceptance.
- b) Please specify whether any export clearance is required in case of an order on you.
- c) Warranty/Guarantee applicable for the item shall be mentioned in your offer
- d) Special Certification for packing Material : as per Plant Quarantine (Regulation of Control into India) Order 2003, Articles packed with packing material of plant origin viz., hay, straw, wood shavings, wood chips, saw dust, wood waste, wooden pallets, Dunn age Mats, wooden packages, coir pith, pear or sphagnum moss etc., will be allowed entry by Customs only with a Phytosanitary Certificate. In case if a Purchase Order, if you propose to us any of the above material for packing such a certificate issued by your local Plant Quarantine Authority shall be furnished.
- e) Confirm whether any Export License is required and for which End User Certificate is to be provided by us, in case of an Order on you. (Enclose format for EUC, if applicable)
- f) Either Indian Agent on behalf of the foreign principals or the foreign principal directly can quote against this order, but not both. In either case an Indian agent cannot represent more than one principal against the same tender.
- g) In case the quote is in INR we prefer to execute the same on HSS Basis and for which Concessional Customs duty as per Notification no.50/2017 Customs dated 30.06.2017, Serial No.539(A) as amended by Notification no.05/2018 dated 25.01.2018. In case the quote is on Indian Rupee (Outside High Sea Sale), the price shall include taxes and duties if any. We shall not able to provide any duty or IGST tax exemption/concession certificates. If the item quote is of USA make, please quote for all-inclusive price since we prefer to get the item on FOR destination basis.
- h) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

Common terms to Indigenous and foreign suppliers:

3. Warranty

You shall provide applicable warranty for the items offered by you without fail. For the applicable period you shall provide necessary warranty certificate.

4. Performance Bank Guarantee

Towards the performance of the systems during the warranty period you shall submit a performance bank guarantee equivalent to 3% of the order value to cover the warranty period. This PBG shall be

interest free and the same shall be returned to you on successful completion of all contractual obligations. The said PBG shall have a further claim period of 2 months.

5. Security Deposit

On acceptance of the order, you shall submit an interest free amount equivalent to 3% of the total contract/order value towards security deposit. This security deposit is collected towards the performance of the Contract. The said Security Deposit shall be submitted either in the form of Bank Guarantee/Demand Draft/FDR receipts duly endorsed in the name of the centre. The Security Deposit will be returned to you on successful completion of the Contractual obligations; failing which it shall be forfeited/adjusted.

6. Offer Validity

Your offer shall be valid for 180 days in case of 2 part / 90 days in case of single part from the date of tender opening. In case you offer validity is less than the mentioned above, the said offer is liable for rejection which may please be noted.

7. Liquidated Damages:

If you fail to deliver the ordered items satisfactorily within the time specified or any extension thereof, Liquidated Damage @ 0.5%(zero point five percent) of the order value or part thereof the un-delivered items for each calendar weeks of delay shall be recovered from your bill. However total Liquidated Damage shall not exceed 10% (ten percent) of the order value.

FORCE MAJEURE:

Should a part or whole work covered under this contract be delayed in delivery/completion of work due to reasons of Force majeure which shall include legal lockouts, strikes, riots, civil commotion, fire, accidents, quarantines, epidemic, acts of God & War, stoppage of deliveries by the Government , freight embargoes etc; the delivery period/completion of work referred to in this Contract shall be extended by a period not in excess of duration of such Force Majeure. The occurrence shall be notified by either party within reasonable time.

8. Offers received through post, courier, fax or email will not be considered.

9. Technical and commercial bid (Part-I) shall not contain any price details. Optional accessories or other price details, if any shall be uploaded in Supporting documents related to Price Bid, to be opened along with Price Bid.

10. In respect of FIM being issued, the fabricator shall submit Bank Guarantee for equivalent sum compulsorily. In case, submission of Bank Guarantee is not possible, the reasons there for shall be clearly mentioned. However, for such cases the fabricators at their cost shall secure such FIM through Insurance Policy with Director, SDSC SHAR as beneficiary. In case of PSU and Government Organization, Indemnity Bond in lieu of Bank Guarantee is acceptable. Balance FIM/Scrap, if any shall be returned along with the supply of the items. Please confirm acceptance in your quotation.

11. SDSC SHAR shall have the right to place part order among the parties for the items for which they are the lowest.

12. Arbitration:

In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Contract, such dispute/s or difference/s or claim/s shall be settled amicably by mutual

consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.

Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision (whether final or interim) of the Arbitrator is obtained.

3. INSTRUCTIONS TO TWO PART TENDER

1. We are proposing to invite Tenders in Two Parts viz., Part-I Techno and Commercial & Part-II Price. All Tenderers are requested to follow carefully the following instructions before preparing their offer.

PART- I- TECHNO COMMERCIAL BID:

(1) This part should contain detailed Specifications of the items quoted by you along with Technical Literature and Leaflets if any.

(2) All the Commercial terms and Conditions applicable also should be indicated separately under separate heads.

(3) The Commercial terms such as delivery terms, delivery period, payment terms, warranty, validity of the offer, Installation & Commissioning, Duties and Taxes etc shall come into this.

(4) Either Technical Specifications or Terms & Conditions as above should be very clearly reflected items wise with reference to the items called for in the tender.

(5) Please note that Prices should not be indicated in this part.

(6) Any deviations from the Technical Specifications and Commercial Terms shall be indicated separately.

PART II-PRICE BID:

(1) The prices applicable for the items, item wise in response to the tender shall come into this part.

(2) Tender shall indicate very clearly item wise prices with reference to their Technical Offer.

Note: 1. PLEASE NOTE THAT THE OFFERS SUBMITTED CONTRADICTORY TO ABOVE INSTRUCTIONS WILL BE LIABLE FOR REJECTION. PLEASE ENSURE OFFERS ARE SUBMITTED WITHIN THE DUE DATE.

2. BEING TWO PART TENDER, WE REQUEST YOU NOT TO DISCLOSE / INDICATE ANY OF THE PRICE VALUE WHILE SEEKING / PROVIDING CLARIFICATION. YOU SHOULD INDICATE ONLY

IN PERCENTAGE. IN CASE IF YOU DISCLOSE ANY OF THE PRICE AMOUNT YOUR OFFER WILL BE REJECTED.

4. General Instructions to Vendor

1. Instructions to tenderers

TeleNo.08623-225174/225127

Fax No.08623-225170/22-5028

e-Mail ID : hps@shar.gov.in, sselvan@shar.gov.in, jomin@shar.gov.in

1. Interested tenderers may, at their option, login to <https://eproc.isro.gov.in> and submit your offers.

2. TENDER FEE IS NOT APPLICABLE.

3. EARNEST MONEY DEPOSIT IS NOT APPLICABLE IF NOT MENTIONED IN THE RFP SPECIFICATION.

4. Indian agents while quoting on behalf of their principals are requested to attach Principals original quote, necessary authorization letter from their Principals, copy of agency agreement etc. in their bid.

5. TWO PART BIDS: In case of Two part tender, price details shall not be uploaded in the Technical & Commercial Bids (Part I), failing to which the bid will be treated as INVALID.

6. The offer should be valid for a minimum period of 180 days for 2 part / 90 days for single part from the date of opening.

7. Due date & time: Sufficient time has been allotted for Bid submission. Vendors are requested to complete Bid submission well in advance. Last minute requests for due date extension citing server problems etc. will not be entertained. Bids will not be entertained after the due date and time.

7 (A). Request for the extension of the due date will not be considered.

8.

(a) Bid Opening for Public Tender: In case of Public Tender-Two Part Tenders: Technical and Commercial Bids will be opened on the first day specified for Tender opening. Interested vendors can attend the tender opening session to know the bidding details (Bidders presence is not mandatory to consider the quote for evaluation). Price Bid opening of the selected vendors will be scheduled later and it will be intimated to the selected Bidder (s).

(b) For Limited Tender: Bidders participation is not allowed.

9. Prices are required to be quoted according to the units indicated.

10. Preference will be given to those tenderers offering supplies from ready stocks and on the basis of FOR destination delivery at site.

11. (a) All available technical literature, catalogues and other data in support of the specifications and detail of the items should be furnished as attachments.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensions details are available the same should be indicated in your offer.

(d) Specifications: Stores offered should strictly conform to our specifications. Deviations, if any, should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples wherever necessary. Test certificates wherever necessary should be attached. Whenever options are called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us the tenderer could suggest changes to specifications with appropriate response for the same.

12. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of quantity offered and the tenderers shall supply the same at the rates quoted.

13. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.

14. The tenderer will be required to furnish a document containing the name of his bankers as well as the latest income-tax clearance certificate duly counter signed by the Income-tax Officer of the Circle concerned under the Seal of his office, if required by the Purchaser.

15. The Purchaser reserves the right to place order on the successful tenderers for additional quantity up to 25% of the quantity offered by them at the rates quoted.

16. Sr. Head, Purchase and Stores, SDSC SHAR SRIHARIKOTA reserves the right to accept or reject any bid in part or full without assigning any reason thereof.

17. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with Competent Authority

as specified in Office Memorandum no.F.No.6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23rd July 2020. All the conditions mentioned in the above OM is applicable for this tender.

C. Bid Templates

C.1 Technical Bid - Supply of MRS85/ CR171 Rails

1. RAIL : Supply of MRS85 / CR171 rails

Common Specifications (Applicable for all items)

Sl No	Specification	Value	Compliance	Offered Specification	Remark
1	Rails to be supplied:	MRS 85 / CR171 (84.83 kg/m or 171 lbs/yd)	Yes / No / Explain		
2	Specification to meet	As per ASTM A-759 - Specification for carbon steel rails	Yes / No / Explain		
3	Grade (110Cr-V)	Tensile strength – 1080 MPa, Yield strength- 640MPa	Yes / No / Explain		
4	Hardness (Head hardened to)	320 BHN (Min)	Yes / No / Explain		
5	Percentage of elongation	7 (min)	Yes / No / Explain		
6	Rail End conditions	Ends: 3 nos. Ø30mm drilled bolt holes at ends for fixing fish plates (from rail end 4", 5" & 6" distances for joining the rails using fish plates)	Yes / No / Explain		
7	Rail length	Each rail Length:~11.887m / 39 ft long for straight rails and 11.278 m/ 37 ft for curved rails	Yes / No / Explain		
8	Tolerance on rail length	± 50 mm	Yes / No / Explain		
9	Tolerance on weight	± 5% per rail	Yes / No / Explain		
10	Documents/certificates	Mills inspection certificate for each lot of rails to be submitted	Yes / No / Explain		

Supporting Documents required from Vendor

1. •Mill's inspection certificate (manufacturer's test certificate) according to EN 10204 shall be submitted for each lot of rails.

- 2. Please upload Annexure duly sealed & signed by your competent authority**
- 3. Past Experience(Work Completion Certificate) as indicated in A(2) & 2 (B) of Section C**
- 4. Firm Establishment certificate and nature of work**
- 5. Audited balance sheet including profit & Loss for FY 2020-21, 2021-22 & 2022-2023**
- 6. Copy of IT return for FY 2020-21, 2021-22 & 2022-2023**
- 7. PAN & GST**
- 8. Bar chart for supply of rails full quantity within the time frame**
- 9. Data sheet**

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	30mm dia holes shall be drilled at the ends of each rail as per the specifications for joining the rails with fish plates	Yes / No / Explain	
2	Items shall be properly packed to avoid transit damages	Yes / No / Explain	
3	As per Notification No. 05/2018 CUSTOMS Dtd. 25.01.2018 ISRO is eligible to reduced rate of customs duty @ 10.775% ((Incl of CD@ 5% plus Surcharge @10% of CD plus IGST 5% on CD and Surcharge) for selected items. In case of foreign component involved, We will provide Customs Duty Exemption Certificate in case of Import Orders/ imported supplies/ High Sea Sales. In this connection, tenderer has to provide the following. (i) Please indicate whether your rate is inclusive of this Customs duty @ 10.775% or extra. (ii) What would be the percentage of foreign exchange component you have considered in your quote. (iii) List of items with approximate quantities which require customs duty exemption certificate to be provided. Note: Suppliers are requested to explicitly state whether Quoted percentage is Extra or Inclusive, If Not i.e, if you quote as "YES/Accepted /Noted/ As per tender specifications" it will be treated as included in the quoted basic cost. Please note that in Two part tenders, only percentage should be mentioned otherwise those offers shall be summarily rejected.	Yes / No / Explain	
4	1HSN/SAC code shall be indicated for each item and accordingly mention the GST Rate applicable as per prevailing guidelines.	Yes / No / Explain	
5	PLEASE CONFIRM WHETHER YOUR QUOTED UNIT PRICE IS INCLUSIVE OF GST (OR) GST EXTRA. NOTE: If you quote vaguely as "YES/Accepted /Noted etc" it will be treated as "GST is included in the quoted Basic/Unit cost". Your offer will be evaluated accordingly and no GST will be paid extra.	Yes / No / Explain	

6	Delivery Term : DAP: SLC site, Madhavankurichi	Yes / No / Explain	
7	Packing and Forwarding(P & F) charges, extra if any, please mention percentage in price-bid. Please note that in case of Two part tenders, only percentage should be mentioned otherwise those offers shall be summarily rejected.	Yes / No / Explain	
8	Freight charges, extra if any, please mention percentage in price-bid Please note that in case of Two part tenders, only percentage should be mentioned otherwise those offers shall be summarily rejected.	Yes / No / Explain	
9	Installation Charges, extra if any, please mention percentage. Please note that in case of Two part tenders, only percentage should be mentioned otherwise those offers shall be summarily rejected.	Yes / No / Explain	
10	Delivery Period required for delivery of the items/completion of total scope of work: 12 months from the date of release of PO.	Yes / No / Explain	
11	<p>Payment Term:</p> <p>1. Irrevocable LC will be opened for 90% of order value after receipt of items at department site i.e.,Madhavankurichi Village,</p> <p>2. Balance 10% of the order value will be paid by wire transfer after receipt & acceptance of the items at our site by CLIP.</p> <p>In case of Indian vendors: 100% payment within 30 days after receipt and acceptance of the material at our site by CLIP against submission of PBG.</p>	Yes / No / Explain	
12	Warranty/Guarantee: Specified in the RFP Section A (Para No. 14 & 15)	Yes / No / Explain	
13	Liquidated Damages (LD) :- Since delivery is the essence of this order, LD @ 0.5% per week or part thereof subject to a maximum of 10% of the order value for the delayed period of supply.	Yes / No / Explain	

14	Security Deposit (SD) 3% value of the order shall be deposited with SDSC within 10 days from the date of the Purchase Order towards security deposit in the form of Bank Guarantee(BG)/ FDR/DD towards performance of the Contract valid till completion of the contract period plus sixty days towards claim period. (This will be returned by SDSC immediately on execution of the order satisfactorily as per order terms. If not, the amount will be forfeited). NOT REQUIRED FOR LANDED COST BELOW RS.5 LAKHS.	Yes / No / Explain	
15	Performance Bank Guarantee (PBG) You have to submit a BG/DD/FDR in lieu of PBG from a Nationalized / Scheduled Bank for 3% of the order value at the time of supply valid till the completion of warranty period plus 60 days towards claim period.	Yes / No / Explain	
16	Combined BG for PBG cum SD In case, if parties are unable to provide two separate BGs, i.e., one for SD & one for PBG, they can submit a combined BG for SD & PBG for 3% of the Order value valid till the completion of total contractual obligation (i.e., Supply period plus warranty period plus 60 days). Please confirm.	Yes / No / Explain	
17	Insurance Being a Govt. Of India Dept., Insurance is not required at our cost. Please ensure the safe delivery of the ordered item with proper transport worthy packing.	Yes / No / Explain	
18	Validity of Offer In case of single part tender - the validity of offers/tenders should be 90 days. In case of two part tender - 120 days from the date of opening of Part-I bid and 60 days from the date of opening of Part-II bid. Tenders shorter than offer validity mentioned above will not be considered for evaluation.	Yes / No / Explain	
19	PART ORDER: We reserve the right to place part order based on item wise L1 offer or if MSE/MII Purchase preferences arise, if required. Please confirm acceptance for part order.	Yes / No / Explain	

20	The bidder shall provide compliance to Order No. F.No.6/18/2019 PPD dated 23.07.2020 and amendments thereof by Ministry of Finance, Department of Expenditure, Public Procurement Division regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order. In this regard, you shall certify that the bidder entity is not from such a country or, is from such a country, has been registered with the Competent Authority.	Yes / No / Explain	
21	As per the above Order, are you (the Bidder/Company/Entity) OR offering product/service is from such a Country sharing Land border with INDIA.	Yes / No / Explain	
22	Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the BIDDER MUST BE MANUFACTURER OF THE OFFERED PRODUCT in case of bid for supply of goods. TRADERS ARE EXCLUDED from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence along with UDYAM REGISTRATION in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 plus 15% (Selected by Buyer) of margin of purchase preference/price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY.	Yes / No / Explain	

23	<p>Are you claiming MSME Preference for this tendered item/service? Note: You should have been the MANUFACTURER of the offered product or SERVICE Provider of the said service (in service tender) as per your MSME Registration. (If YES, valid Udyam Registration documents shall be uploaded. Otherwise your claim will not be considered. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h))</p>	Yes / No / Explain	
24	<p>Special conditions against Indian Agents submitting quotations in Foreign Currency. (a) Foreign Principals proforma invoice indicating the commission payable to the Indian Agent and nature of after sales service to be rendered by the Indian Agent. (b) Copy of Agency agreement with the Foreign Principal, precise relationship between them and their mutual interest in the business. (c) The enlistment of the Indian Agent with Director-General of Supplies & Disposals under the Compulsory Registration Scheme of Ministry of Finance.</p>	Yes / No / Explain	
25	<p>In case of foreign orders, (a) please specify whether any Export clearance is required. (b) Please specify whether any agency commission is involved or not. (Will only be paid in Indian Rupee to Indian Agent)</p>	Yes / No / Explain	
26	<p>Do you have Unique GeM Seller ID? If YES, provide details If NO, As per Office Memorandum No 6/9/2020-PPD dated 24/08/2020 of Department of Expenditure, it shall be mandatory for sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a Unique GeM Seller ID, at the time of Placement of Order/acceptance of contract. Tenderers shall ensure the same.</p>	Yes / No / Explain	

27	<p>ARBITRATION:- The Contract shall be interpreted, construed and governed by the Laws in India. In the event of any dispute/s, difference/s or claim/s arising out of or relating to the interpretation and application of the Work Package Order(s), such dispute/s or difference/s or claim/s shall be settled amicably by mutual consultations of the good Office of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such dispute/s, then the unresolved dispute/s or difference/s or claim/s shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Act 1996 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre - Bengaluru (Domestic and International) as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only.</p>	Yes / No / Explain	
28	Please provide valid/currently using E-mail Id & Contact no. for seeking further clarifications if any	Yes / No / Explain	
29	Address on which PO is to be placed (if necessary) and GSTIN (GST No. for SHAR- GSTIN: 37AAAGS1366J1Z1)	-	
30	Remarks if any	-	

C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	P&F IN PERCENTAGE	FREIGHT PERCENTAGE	Remark
1	RAIL : Supply of MRS85 / CR171 rails	1.00 Lot		-				