

**STANDARD TERMS & CONDITIONS OF SALE OF SPARES BY BLW FOR F.Y.2024-25**

1.	Price/rate of offer	Price/rates are basic unit price, Ex-works BLW/Varanasi, exclusive of taxes, packing, transportation & insurance charges.
2.	Registration of PO	P.O. of mandatory & Non-mandatory spares will be registered only after receipt of Minimum 30% Advance Payment (Basic value of P.O.)
3.	Taxes/SVC	GST will be charged extra prevailing on the date of supply/dispatch, SVC shall be applicable to Purchase Order.
4.	Payment Terms & Mode of Payment.	<p>Payment can be made through various modes given below:-</p> <p><b>(a) For Non-Mandatory cases:</b> 100% payment inclusive of GST as applicable alongwith purchase orders through NEFT or demand draft. 100% basic payment must be made within the same financial year of PO value, Otherwise revised rates will be applicable. If 100% basic payment is received within the same Financial Year, the price will be frozen even if material is supplied in the next financial year. 100% payment can also be deposited in Cash at CHIEF CASHIER Office, BLW, Varanasi.</p> <p><b>(b) For mandatory Spares cases:</b> 30% payment of the basic value of purchase order shall be paid by purchaser through NEFT or demand draft for token of Registration money. The rate will be frozen on receipt of 30% basic value of P.O. if payment received by BLW with the same F/Y that of purchase order. Balance 70% payment of the total value of the purchase order inclusive of GST and other charges shall be paid by purchaser against Performa Invoice before supply of materials.</p> <p><b>(c)</b> All bank charges for demand draft if any, will be borne by the customer.</p> <p><b>(d)</b> All payment must be made in favour of FA&amp;CAO/BLW/Varanasi payable at SBI/BLW/ Varanasi.</p>
5.	BG. EMD, SMD, PBG, WBG	BLW is not required to submit ant BG, EMD, Security Deposit, Earnest Money Deposit, PBG &WBG etc. Being P.U. established under Ministry of Railway (Govt. of India).
6.	Delivery Period	D.P. will be approx. 18 months from the date of receipt of 100% payment towards value of spares, tentative delivery date will be advised by BLW through letter of acceptance.
7.	L.D. & Risk Purchase	L.D. & Risk Purchase will not be applicable for any delay of non-supply of spares due to any unavoidable circumstances being P.U. established under Ministry of Railways.
8.	Validity of offer	Validity of offer will be 120 days from the date of offer or 31.03.2025 whichever is earlier.
9.	Inspection	All spares supplied by BLW go through QAP of BLW and are supplied as Pre-inspected. BLW will not provide any copy of Inspection certificate. In case any customer requires pre-dispatch inspection of spares, this can be done at BLW, prior to dispatch at their own cost.
10.	Warranty/Guarantee	Warranty/Guaranty of the spares shall be one year from the date of dispatch of spares from BLW, excluding rubber and shelf life items. In case supplied items/Spares are found unsuitable, purchaser may lodge claim under existing warranty period.
11.	Dispatch/collection transportation	<p><b>(a)</b> The mandatory spares will be dispatched to customer by Road transport on paid basis through BLW's transporter duly packed and insured.</p> <p><b>(b)</b> Non - mandatory spares will be collected by customers from BLW at their own Risk &amp; cost through their own transporter or authorized transporter. Authorized Transporter of customer will collect the material from BLW.</p> <p><b>(c)</b> Customer must mention the details of their transporter available at Varanasi in their Purchase orders.</p>
12.	Bank charges	Bank charges, if any would be borne by the customer.
13.	Arbitration	Any dispute or differences, arising out in connection with the contract and are not mutual between the Purchaser and BLW, shall be settled under Arbitration & conciliation Act 1996 at Varanasi only.
14.	Force Majeure	FMC shall be applicable and BLW shall not be responsible for any delay, if supply of spares is delayed due to event beyond the control of BLW.
15.	Railways Shall reserve Right	<p>Railway/BLW shall reserve absolute Rights:</p> <p><b>(a)</b> To short close any P.O., if the demanded item/items are not more manufactured/purchased by BLW. In such cases, balance payment of customers available with BLW shall be refunded.</p> <p><b>(b)</b> To revise rates/Qty of any item/items, if any error or omission is occurred at any stage of tender even after planning of supply order.</p>
16.	Contact Detail	<p>BLW, Contact person: 1) Shri Nitesh Kumar sharma, Dy CMgM/Sales, Telephone No. 0542-2642844/ Fax No. 0542-2642844&amp;0542-2270440, Mob.: 9794861705, Email ID: dycmgms@dlw.railnet.gov.in, dycmgms@gmail.com 2) Shri AnandVarshney Mob: 9794861726, Email : anandvarshneya@gmail.com</p> <p>Customers are requested to indicate details of their contact persons along with GSTIN in Purchase order.</p>

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