

DELHI METRO RAIL CORPORATION LIMITED

TENDER NO. DMRC/CO/ST/06.15.89

**FOR RATE CONTRACT FOR SUPPLY OF CONTACTLESS
SMART TOKENS**

TENDER DOCUMENT

NOTICE FOR INVITATION TO TENDERERS

INSTRUCTION TO TENDERERS

FORM OF TENDER

CONDITION OF CONTRACT

SCHEDULE OF REQUIREMENT

ANNEXURES (1 to 10)

DELHI METRO RAIL CORPORATION LIMITED

1ST Floor, Metro Bhawan,

**13, Fire Brigade Lane, Barakhamba road,
New Delhi-110 001**

NOTICE FOR INVITATION TO TENDERERS

DELHI METRO RAIL CORPORATION LIMITED

TENDER NO. DMRC/CO/ST/06.15.89

**FOR RATE CONTRACT FOR SUPPLY OF CONTACTLESS
SMART TOKENS**

NOTICE FOR INVITATION OF TENDER

DATE OF ISSUING OF TENDER DOCS : 22/06/15

LAST DATE & TIME OF SUBMISSION : 08/07/15 at 15.00 Hrs.
OF OFFERS

DATE & TIME OF OPENING OF : 08/07/15 at 15.00 Hrs.

**PLACE OF OPENING OF TENDERS : THE OFFICE OF COS
Delhi Metro Rail Corporation Ltd., 1ST
Floor, Metro Bhawan,
13, Fire Brigade Lane,
Barakhamba road,
New Delhi-110 001
Fax No: 011-23418413**

**ADDRESS FOR COMMUNICATION : THE OFFICE OF COS
Delhi Metro Rail Corporation Ltd., 1ST
Floor, Metro Bhawan,
13, Fire Brigade Lane,
Barakhamba road,
New Delhi-110 001
Fax No: 011-23418413**

DELHI METRO RAIL CORPORATION LTD.

Our Ref :

Date :

TO

FROM

DY.COS
Delhi Metro Rail Corporation Ltd.
1ST Floor, Metro Bhawan 13, Fire Brigade
Lane Barakhamba road,
New Delhi-110 001

TENDER NO. DMRC/CO/ST/

FOR RATE CONTRACT FOR SUPPLY OF CONTACTLESS SMART TOKENS

Tenders for this Contract are being called by the DY.COS/ Delhi Metro Rail Corporation Limited on behalf of Delhi Metro Rail Corporation

- Notice of Invitation to Tenderers
- Instructions to Tenderers
- Form of Tender
- Conditions of Contract
- Schedule of requirement
- Annexures

Tenders shall be submitted to the COS/DMRC at the address given above not later than mentioned date and time.

Please note carefully the requirements for submitting tenders, and the date and time for submittal. Late and delayed tenders will not be accepted.

Offers shall be valid for a period of 180 days from the last date of submission of Tenders, and shall be accompanied by **Earnest Money/ Tender Guarantee as described** in Paragraph 500 of the instruction to tenderer.

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

100 GENERAL INSTRUCTIONS

101. On behalf of Delhi Metro Rail Corporation Ltd, New Delhi, INDIA (herein referred to as the Purchaser), Dy.COS/DMRC, invites tenders from established and reliable manufacturers for the supply as set forth in the "Schedule of Requirements."
102. The Tenderer shall bear all costs associated with the preparation and submission of its tender. All offers in the prescribed format at Annexure-1 should be submitted by the prescribed date and time fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date, are liable to be rejected.
103. All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
104. Notice of Invitation to Tender
- Instructions to Tenderers
- Form of Tender
- Conditions of Contract
- Schedule of Requirement (Technical Specifications)
- Annexures
- In case of any conflict between the above documents the order of precedence will be as under:
1. Schedule of Requirement
 2. Annexures
 3. Instruction to Tenderers
 4. Conditions of Contract
 5. Tenderer's offer
105. Clarification of Tendering Documents; and Pre-Tender Meeting:-
- A prospective Tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax. Similarly, if a Tenderer feels that any important provision in the documents will be unacceptable, such an issue should be raised at this stage. The Employer will respond in writing to any request for clarification or modification of the tendering documents that it receives no later than twenty-one (21) days prior to the deadline for submission of tenders prescribed by the Employer. Written copies of the Employer's response (including an explanation of the query but not identification of its source) will be sent to all prospective tenderers that have received the tendering documents. Tenderers will note that the Technical specifications of the

facilities require some plant and equipment to be necessarily sourced from India. Foreign tenderers are encouraged to associate any Indian firm/s as a partner in a Joint Venture or consortium.

106. **Amendment of Tendering Documents**

At any time prior to the deadline for submission of tenders, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Tenderer, amend the tendering documents.

The amendment will be notified in writing or by cable to all prospective tenderers that have purchased the tendering documents and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Tenderer in its tender.

200. **COMPLIANCE WITH TECHNICAL SPECIFICATION**

201. The stores offered should be in accordance with the stipulated specifications in "Schedule of Requirements".

202. The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure-5, 6) indicating compliance or otherwise of each clause and sub-clause of specifications, which should invariably, be filled in (if there are no deviations, a nil statement should be submitted) and submitted along with the offer. Whenever the tenderer deviates from the provisions of a clause/sub-clause, he shall furnish his detailed justification for the same in the 'Remarks' column. Tenderer wishing to offer technical alternatives to the requirements of the tendering documents must first price the Employer's design of the facilities as described in the tender document, and shall further provide all information necessary for a complete evaluation of the alternatives by the employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tenderer to the basic technical requirements shall be considered by the employer.

300. **INDIAN ASSOCIATE & HIS SERVICES/ FACILITIES IN INDIA**

301. The foreign tenderer shall include in his offer the name of the person of the firm who will be acting as his representative / associate company in India in respect of his offer. He shall also indicate the after sales service facilities which he or his representative/ associate company has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide.

302. Foreign firms quoting direct against the inquiry and who want Indian Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Associates or the representative they have for servicing in India.

303. Tenderers of foreign firms should furnish following particulars. Offers which do not comply are liable to be ignored. They are also required to complete the check List as per Annexure-8.

- (i) The name and address of the local representative/associate company.
- (ii) The precise relationship between the foreign manufacturer/principals and their Indian representative/ Associates.
- (iii) The mutual interest which the manufacturer/principal and the Indian representative /associates have in the business of each other.
- (iv) Foreign Tenderer has to submit a certificate that bidder is not having any Commission Agent in India and no agency commission will be paid otherwise it shall be sufficient ground for rejecting of his offer. Indian Associate/representative should also mention Income tax permanent account number.
- (v) All services (including after sales) to be rendered by the agents/associates whether the general nature or relation to the particular contract and the facilities/infrastructure available with them for the same.
- (vi) Past performance.

400. **QUALIFYING REQUIREMENTS OF TENDERERS**

401. The Bidder shall provide a satisfactory evidence acceptance to the Purchaser to show that :-

Eligibility Criteria

1. Supplier should present certifications for their Smart Token business in India. User certificate shall be provided.
2. .
3. Quality assurance certification for Token manufacturing from a recognized agency/institution should be furnished.
4. References of applications of the offered product (Token) should be furnished. The tenderer should have supplied at least 100,000 numbers of tokens (with MIFARE/Ultra light or my-d move chip) in a single project/ in MRTS or other rail based transportation system in last 5 years. The Tokens should have been in successful operation for minimum 1 year. User certificate needs to be submitted with the bid to establish the reliability of the product. The User Certificate should clearly indicate name of person, Contact no & email address.
5. The offer shall be accompanied by a letter from the OEM of the chip proposed (i.e. NXP/Infineon), confirming that they confirm the delivery schedule of the tender as well as compatibility with the existing DMRC AFC system and confirm the quality & adequateness of the manufacturing facility of the bidder. The letter from the OEM should be specifically for the tender and necessarily included in the bid without which the bid shall be treated as incomplete and summarily rejected.
6. Supplier shall manufacture all the tokens under this scope in India to ensure proper artwork, quality, inspections etc.
7. In case of award of tender, the Applicant, DMRC and Chip OEM will sign a tripartite agreement in the format as given in Appendix-2 for supply & quality including warranty of that product delivered to DMRC. Confirmation for this required from the chip OEM along with the Technical Bid.
8. Work Experience

Experience of having satisfactorily completed similar works during last 5 years ending last day of month previous to the one in which the tenders are invited should be either of the followings:-

- a. Three similar completed works costing not less than the amount equal to Rs. 82,39,000/-
Or
- b. Two similar completed works costing not less than the amount equal to Rs. 1,02,98,750/-
Or
- c. One similar completed work costing not less than the amount equal to Rs. 1,64,78,000

“Definition of Similar work: Supply of RFID tag having memory chip

Note: Successfully completed portion of ongoing works shall also be considered for qualifying these criteria.

9. A declaration that applicant (any member of the Applicants) has not been blacklisted /debarred by any Government agency.

10. A declaration that the product being offered does not in any way infringe on international copy right regulations.

402 In addition to the above, further information regarding his capacity, capability, if required by the Purchaser, shall be promptly furnished by the tenderer and he would offer all facilities to representative of Purchaser for accessing capacity, capability by actual visit to his works/office.

403 Tenderer not submitting the requisite information may note that his offer is liable to be ignored.

500. EARNEST MONEY/TENDER GUARANTEE

501. Earnest Money/Tender Guarantee for an amount as stipulated in the “Notice of Invitation of Tender” or an equivalent amount in the currency of the country of the tenderer shall accompany each tender. The Earnest Money/Tender Guarantee shall be any one of the following alternative forms subject to the approval of the Purchaser:

- (a) A crossed Bank Draft/pay order/banker cheque in favour of the Delhi Metro Rail Corporation Ltd, INDIA from a Nationalized Indian Bank/Scheduled commercial bank (in the case of indigenous offers) or from a reputable commercial Bank of the tenderer’s country having their branch in India (in the case of foreign offers). For the bank drafts in currencies as mentioned in NIT (Notice for Invitation of

Tenderer) other than Indian Rupees, the validity of the same should be at least 180 days from the date of opening of tender.

- (b) An irrecoverable Bank Guarantee of any Indian Nationalized Bank/Scheduled commercial bank (in case of indigenous offer) or from reputable commercial bank of the tenderer's country having their branch office in India (in case of foreign offer), in favour of the Delhi Metro Rail Corporation Ltd. in the format attached (Annexure-3). It shall be valid for minimum period of 180 days from the date of tender opening of tender. Exact date of validity of bank guarantee is **05/01/2016**.

- 502. The Earnest Money/Tender Guarantee shall remain deposited with the Purchaser for the period of 180 days from the date of opening of tenders. If the validity of the offer is extended, the Earnest Money/ Bank Guarantee duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 503. No interest will be payable by the Purchaser on the Earnest Money/Tender Guarantee.
- 504. The Earnest Money/Tender Guarantee deposited is liable to be forfeited if the tenderer withdraw or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 505. The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (clause-0900 of the conditions of contract) is furnished.
- 506. If the successful tenderer fails to furnish a Contract Performance Guarantee as specified in clause 0900 of the Condition of Contract, then the Earnest Money shall be liable to be forfeited by the Purchaser.
- 507. The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser.
- 508. Any tender not accompanied by Earnest Money in one of the approved forms given in clause 501 shall be summarily rejected.

600. SUBMISSION OF OFFERS

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

This is a two packets global/open tender. Tenderer has to submit their offer in two different packets. One packet will be for technical bid and another packet will be for financial bid”.

- i. Technical bid will be opened on due date (as per Notice for Invitation of Tender). This packet must contain
 - a) Tender guarantee (EMD) in original,
 - b) Technical bid
 - c) Documents related to qualifying requirement of the tenderer.
 - d) List of Technical and Commercial Deviations (if any) as per format given in Annexure- 5 (a) & 6 (a) along with the Undertaking that all the deviations have been

listed and priced in the financial offer and Deviations not priced will be treated as Null and Void.

- e) Cost of tender document in the currency as indicated in NIT and undertaking for downloading declaration (Annexure- 9) if the tender document is downloaded from DMRC's website.
- f) Unpriced financial offer. If any change is found in the unpriced document submitted along with the technical bid and in the priced financial offer then offer is liable to be rejected.

602. Financial bid will be in the separate sealed envelope, which will contain

- a) Price bid as per format of the Tenderers financial offers as given in tender document as Annexure- 1.
- b) Priced Technical and Commercial Deviations (if any) as per format given in Annexure 5 (b) & 6 (b) along with the undertaking that all the Deviations have been listed and priced in the financial proposal and deviations not priced will be treated as Null and void.
- c) Financial bid will be opened in the presence of bidder only when tenderer's bid qualifies technically and in case tenderer's bid disqualifies technically, tenderers financial bid will be returned in sealed intact condition.

Tenderer has to submit their offer in two copies (one in original copy and another in duplicate copy).

603.1 Any individuals signing the tender or other documents connected therein should specify whether he is signing: -

- (i) as sole proprietor of the concern or as attorney of the sole proprietor;
- (ii) as a partner or partners of the firm;
- (iii) as a Director, Manager or Secretary in the case of a limited company duly authorized by a resolution passed by the board of directors or in pursuance of the authority conferred by Memorandum of Association.

603.2 The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the Purchaser for verification, if required.

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

605.1 The Tenderer shall seal the Original and Copy of the two parts of his Tender into separate envelopes, duly marking the envelopes as "ORIGINALTENDER" and "COPY" and clearly state the contents of each with either 'Part A) Technical and Commercial' or 'Part B) Financial' as appropriate. The envelopes shall then be sealed in an outer envelope.

605.2 The inner and outer envelopes shall

- (a) be addressed to the DMRC at the address given in the Invitation of Tender, and

- (b) bear the Contract name indicated in the Invitation of Tender and the statement “**Do NOT OPEN BEFORE [date and time],**” to be completed with the time and date specified in the Invitation of Tender.
- 605.3 The inner envelopes shall also indicate the name and address of the Tenderer so that the Tender can be returned unopened in case it is declared “late.”
- 605.4 If the outer envelope is not sealed and marked as required by ITT Sub-Clause 605.2 above, the Employer will assume no responsibility for the tenders misplacement or premature opening. If the outer envelope discloses the Tenderer’s identity, the DMRC will not guarantee the anonymity of the Tender submission, but this disclosure will not constitute grounds for Tender rejection.
606. Offers shall be as per the Instruction to Tenderers and “Conditions of Contract” given in the Tender documents. However the tenderer shall indicate his acceptance or otherwise against each clause and sub clause of the Instructions to Tenderers and “conditions of Contract”. For this purpose, the tender shall enclose a separate statement (Annexure 5, 6) indicating only the deviations from any clause or sub clause of the Instructions to Tenderers and “conditions of Contract”, which he proposes with full justification for such deviations. The Purchaser, however reserves the right to accept or reject these deviations and his decision thereon shall be final.
607. Offers are required from the actual manufacturers of the stores or their authorized agents, who should submit a letter of authority from their Principals as in annexure 4.
608. Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
609. The tenderer should avoid ambiguity in his offer e.g. if his offer to his standard sizes, lengths dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as ‘standard lengths’ etc. should be avoided in the offer.
- (a) Tenderer shall give a breakdown of the prices in the manner and details called in for statement of prices as given in Annexure-1.

700. PRICE BASIS AND INDEMNITY

701. Foreign tenderer shall quote his prices on the basis of FOB nearest port of shipment having facilities to handle the same and also quote the Sea freight & inland haulage charges up to port of discharge as mentioned in statement of prices for supply from abroad. During the validity of Contract purchaser can convert purchase order on C&F basis. Foreign offers received with out indicating the sea freight & in-land haulage charges will be loaded either with highest freight element received against the tender to arrive at same platform for evaluation or as determined by DMRC based on quote received from Ministry of Surface Transport of Govt. of India/other reputed freight forwarders.
702. The terms FOB & C&F etc shall be governed by the rules prescribed in the current edition of INCOTERM 2011 OR latest edition, published by international chamber of commerce , 38 Cours Albert Ist, 75008 Paris, France.

703. Prices should not include any type of agency commission payable to Indian Associate/Representatives. If it is established that any amount of agency commission is being paid to any associate/representative in India, it will be sufficient ground for rejection of offers.

704. Currency of Payment

The contract price will be normally paid in the currency or currencies in which the price stated in the successful tender. However, Purchaser reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment.

705. The prices quoted shall be firm and not subject to any variation.

800. INSURANCE

801. All risk cover marine insurance shall be arranged by the Purchaser in case of import of equipment/stores on FOB or C&F basis.

802. In the case of indigenous offers, purchaser shall not arrange for any transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition in destination. Where the tenderer intends to insure the goods, he may arrange for it himself and pay insurance charges. The consignee shall advise the contractor within 45 (forty five) days of the arrival of goods and it shall be responsibility of the contractor to lodge the necessary claim on the carrier and or insurer and pursue the same. The tenderer shall, however at his own cost replace/ rectify the goods lost/ damage to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.

803. In case of import of the machine, although the insurance shall be paid by the Purchaser, and loss or damage shall be made good by the contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

900. OPENING OF TENDERS

901. Opening and Evaluation of Technical Tenders

- i. DMRC will open the Tenders, including "Withdrawals" and "Modifications" in the presence of Tenderers' designated representatives who choose to attend, at the time, date, and location as stipulated. All Tenderers or their Representatives must bring with them an authority letter on the letterhead of the Tenderer or their Indian Agent (as the case may be) duly signed by Competent Authority to attend the Tender opening. Failing to which they will not be allowed to attend the opening of the Tenders at DMRC, Delhi.

- ii. Envelopes marked "WITHDRAWAL" shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of Withdrawal has been submitted shall not be opened.
- iii. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. No Tender shall be rejected at Tender opening except for late Tenders.
- iv. DMRC shall read out and prepare a record of the tender opening that shall include as a minimum: Tenderers' names, , Tender Modifications and.or Withdrawals, the presence (or absence) of Tender Security, and any such other details as the DMRC may consider appropriate, will be announced by the DMRC at the opening.
- v. Tenders not opened and read out at Tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- vi. First Technical Tenders will be opened and examined as per Eligibility Criteria of the tender document and as per Schedule of Requirements of the Tender Documents and Financial Tenders will only be opened of those Tenderers, who will qualify in the Technical Tenders in case of two packet system (technical bid & financial bid).
- vii. DMRC will examine the Tenders to determine whether they are complete, whether the required technical submissions have been included, whether required Securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- viii. Prior to the detailed evaluation, the DMRC will determine whether each Tender is of acceptable quality, is complete and is substantially responsive to the Tender Documents. For purposes of this determination, a substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, objections, qualifications or reservations. A material deviation, objection, qualification or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the Tender Documents, the DMRC's rights or the successful Tenderers obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Tenderers who are presenting substantially responsive Tenders.
- ix. If a Tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by the Tenderer by correction of the nonconformity. The determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- x. The DMRC will carry out a detailed evaluation of the tenders previously determined to be substantially responsive in order to determine whether the technical and commercial aspects including qualifying criteria are in accordance with the requirements set forth in the Tender Documents. In order to reach such a determination, the Employer will examine commercial aspects including qualifying criteria and compare the technical aspects of the Tenders on the basis of the information supplied by the Tenderers, taking into account the following factors:

- a) overall completeness and compliance with the Instruction to Tenderers, Conditions of contract, Schedule of Requirements and Drawings;
- b) deviations from the Technical Specifications and commercial conditions as identified in **Annexure 5 & 6** and those deviations not so identified; suitability of the Facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Tender. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- c) achievement of specified performance criteria by the facilities
- d) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services.
- e) compliance with the time schedule provided in the Tender;
- f) any other relevant factors, if any, listed in the Tender document, or that the DMRC deems necessary or prudent to take into consideration.

902. Opening and Preliminary Examination of Financial Tenders

- i. In case tenders have been invited in two packet system (technical bid & financial bid) the date, time and place of opening of Financial Tenders will be advised to the Tenderers whose Technical and Commercial offers have been found acceptable, so that they can be present at the time of opening of the Financial tenders. The tenderer is to note that the Financial Tender of the Tender submissions for which the Technical and Commercial offer has satisfied as per requirement of the Tender only , will be opened.
- ii. DMRC shall read out and prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a Withdrawal, Substitution, or Modification; the Tender Price; including any discounts. The Tenderer's representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record.
- iii. The DMRC will examine the Tenders 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 tenders are generally in order.
 - a. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, its Tender will be rejected and EMD/Tender Security will be forfeited.

- b. The DMRC may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, whether or not identified by the Tenderer in Annexure 5, 6 to its tender, and that does not prejudice or affect the evaluation of any Tenderer as a result of the technical and commercial evaluation.
903. Tenders shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of Award of Contract is made by the DMRC to the Tenderer. While the Tenders are under such consideration, Tenderers and or their Representatives or other interested parties are advised to refrain from contacting the DMRC by any means. If necessary, the DMRC will obtain clarifications on the offers by requesting for such information from any or all the Tenderers, in writing by mail/fax/letter, as may be considered necessary. Tenderers will not be permitted to change the substance of their Tenders after they have been opened.
904. During Tender evaluation, the DMRC/Employer may, at its discretion, ask the Tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing, and no change in the price or substance of the Tender shall be sought, offered or permitted.
905. The Tenders received will be evaluated by the DMRC to ascertain the substantially responsive, qualification and lowest Tender in the interest of the Employer, as specified in the specification and Tender Documents.

1000. EVALUATION OF THE OFFERS

1001. In case of tenders have been invited in two packet systems (technical bids & financial bids) financial Tender will be opened in the presence of all qualified Tenderers only when Tenderer's Tenders qualifies technically and in case tenderer's Tender disqualifies technically, Tenderers Financial Tenders will be returned in sealed intact condition as unopened.
1002. The tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable tender in the interest of the Purchaser, as specified in the specification and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.
1003. Purchaser will convert all tender prices expressed in the amount in various currencies in the tender prices as payable, to the local currency of Purchaser's country at the B.C selling market exchange rate established by State Bank of India on the due date of tender submittal. If there will be a bank holiday on the date of tender opening then Rate of Exchange will be taken on the day of previous working day of the bank.
1004. Also if a tenderer request for a variation in the payment terms stipulated in Conditions of Contract and if such variation is acceptable to the Purchaser, the same would be evaluated at an interest rate of 12% per annum for all earlier payments for the purpose of comparison with other tenderers offers.
1005. The quotations from indigenous tenderers are required for delivery FOR destination indicating the break-up of prices upto FOR final destination basis as mentioned in Annexure- 1 (statement of prices for supply within India). Foreign tenderers will quote their rates as per Annexure- 1 (statement of prices for supply from abroad).

1006. The offers received from indigenous tenderers should indicate clearly the rate/amount of ED, CST/ST etc. as leviable on particular item. In case concessional duty or taxes are applicable, the tenderer should quote accordingly. However, if the tenderer state in his offer that ED, CST/ST etc. will be charged as prevailing at the time of supply, then while working out F.O.R destination rates for comparison, the highest rate as applicable on the due date of submittal of tender will be loaded on the offer. Similarly, if concessional rate of ED, CST/ST or any other levy is applicable due to lower turnover or otherwise, the highest applicable rate on the due date of submittal of tender will be taken for the evaluation of F.O.R destination rates unless the tenderer confirms in the offer that any increase in the ED, CST/ST or any other levy due to increase in the turnover will be absorbed by the tenderer itself.

1007. DELETED

1008. DELETED

1009. For indigenous supply, tenderer shall quote their rates on final destination basis. Evaluation of offers will be made on FOR destination inclusive of all.

1100. HIGHER PRICE FOR EARLIER DELIVERY

It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender, the preference to the lowest acceptable offer in consideration of offer of earlier delivery, the Contractor will be liable to pay to the government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, local taxes, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This in addition and without prejudice to other rights under the terms of contract.

1200. ACCEPTANCE OF TENDER

1201. The purchaser may accept a tender for a part of whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

1202. The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderer. The contractor is bound to accept the increase or decrease in the tendered quantity upto 25% under this clause as ordered at the time of placement of contract and/or during the currency of the contract. Purchaser may increase the qty. beyond 25% at the same rate. However, the purchaser reserves the right to operate the increase in qty. beyond 25% at its sole discretion. While operating this clause the quantity shall be rounded off to the next whole no.

1203. Acceptance of tender will be communicated by Cable, Telex, Telegram, Express Letter or formal acceptance of tender. In case where acceptance is indicated by Cable, Telex, Telegram, Express Letter or formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the Cable, Telex, Telegram, Express Letter should be deemed to conclude the contract.

1204. The Contract will be awarded to the bidder quoting the lowest price. The contract can be awarded to more than one bidder in the ratio 70:30, , if L2 Bidder matches the rate of

L1.+ However quantity discount, if offered, for more than 70% of the Tendered quantity, will not be considered for evaluation. Hence all bidders to quote for 100% quantity only.

1300. EFFECT AND VALIDITY OF OFFER

1301. The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action and claim, against the Purchaser for rejection of offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
1302. The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred and eighty) calendar days from the date set for opening of tenders.
1303. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the Tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers the offers have been opened.
1304. Rate contract shall be valid till coverage of tendered qty and can be extended further on mutual agreement.

1400. GENERAL

1401. The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Offers, which are not complete in all respects as stipulated above, may be summarily rejected. For tenders guidance in submitting complete offers, a check List has been enclosed with the tender documents part –II which must be filled in the furnished with the tender.

1500. LAST DATE OF RECEIPT OF TENDERS

- 1501 The offers complete in all respects should reach the Delhi Metro Rail Corporation Ltd, New Delhi, INDIA, not later than the time and date as specified in the “NIT”.

1600. CHECK LIST

1601. A check List has been included at Annexure-8 of this document. This has been designed to help the tenderers in submitting complete offers. An incomplete offer is liable to be rejected.

The tenderers must fill the Check List & submit alongwith their offer in their own interest.

**Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Barakhamba Road,
New Delhi.**

FORM OF TENDER

FORM OF TENDER

1. **CONTRACT CONDITIONS :**

1. Amount of Performance Guarantee (CoC Sub-Clause 900) : **10% of the Contract Price as in COC.**
2. Liquidated Damages (CoC Sub-Clause 1302) : As in COC
3. Warranty (CoC Sub-Clause 2800) : As in COC
4. Earnest Money/ Tender Guarantee : **Earnest Money/ Tender Guarantee of INR 8,24,000/-** in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized/Scheduled Commercial Bank/from a reputed commercial bank of tenderer country having branch in India in favour of Delhi Metro Rail Corporation Ltd., payable at New Delhi or as mentioned in Instruction to Tenderers (Clause 500) is required along with the offer.
5. Delivery Schedule : As per Particular specifications
6. Contractors Name & Address** :
7. Employers Name & Address : Delhi Metro Rail Corporation Ltd.
1ST Floor, Metro Bhawan,
13, Fire Brigade Lane,
Barakhamba road,
New Delhi-110 001
Fax No: 011-23418413
8. Contract Period : As per Schedule of Requirement.

2. **UNPRICED ITEMS**

Items against which no rate or sum is entered by the Tenderer, whether quantities are stated or not, shall be regarded as covered by other rates in the Statement of Prices/Tender Pricing. The Tenderer shall take regard of the actual site conditions and the items entered in the various statements. The Tenderer shall price his tender accordingly and the unit prices entered against a line item shall be the full and only price paid for all work performed against that item except as described in the Tender Documents.

3. **TERMS OF PAYMENT**

As mentioned in clause 1800 of “**Conditions of Contract**”.** (Tenderer to Complete)

CONDITION OF CONTRACT

CONDITION OF CONTRACT

100. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

101. "Acceptance of Tender" means the letter or memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender.
102. "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or streamer, the person specified in the Acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons, and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified;
103. "Contract" means and includes Tender Invitation, Instructions to Tenderers, Tender, Acceptance of Tender, Conditions of Contract, schedule of Requirements, particulars and the other conditions specified in the acceptance of tender and includes a repeat order, which has been accepted or acted upon by the contractor and a formal agreement, if excluded;
104. The "Contractor" means the person, firm or company with whom the order of the supply is placed and shall be deemed to include the Contractor's successors (approved by the purchaser), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;
105. The "Sub-contractor " means any person, firm or company for whom the contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
106. "Drawing" means the drawing or drawings specified in or annexed to the specification;
107. The "Inspecting Officer " means the person, or organization specified in the contract for the purpose of inspection of stores of work under the contract and includes his/their authorized representatives;
108. "Material" means anything used in the manufacture or fabrication of the stores;
109. "Particulars" include:-
- a. Specifications;

- b. Drawings
 - c. "Proprietary mark" or "brand" means the mark and brand of the product which is owned by an industrial firm;
 - d. Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
110. "Proving Test" means such test or tests as are prescribed by the specifications to be made by the Purchaser, or his nominee, after erection at site, before the plant is taken over by the Purchaser;
111. "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
112. The "Purchaser" means the Delhi Metro Rail Corporation Ltd.
113. "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
114. "Site" means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
115. "Stores" means the goods specified in the contract, which the Contractor has agreed to supply under the contract;
116. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
117. "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and "Schedule of Requirements") and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time , during the progress of the work hereby contracted for, be supplied by the Purchaser;
118. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in contract: -

- i. the consignee at his premises; or
 - ii. where so provided, the interim consignee at his premises; or
 - iii. a carrier other person named in the contract for the purpose of transmission to the consignee; or
 - iv. the consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

119. "Writing " or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal, as the case may be .

120. Word in the singular includes the plural and vice-versa.

121. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

122. The heading of these conditions shall not affect the interpretation or construction thereon.

123. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, 1872 or the General Clauses act, 1897 as the case may be.

124. *Incoterms* means international rules for interpreting trade terms published by the International Chamber of Commerce (2011 or latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.

125. "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

126. "Employer" means the person named as such in the Tender Data Sheet and includes the legal successors or permitted assigns of the Employer

200. CONTRACT DOCUMENTS

201. Subject to Article Order of Precedence of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

300. SEVER ABILITY

301. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

400. TIME FOR COMMENCEMENT AND COMPLETION

401. The Contractor shall commence work on the Facilities within the period specified in the Schedule of Requirement and without prejudice to the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified.
402. The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Tender Data Sheet.

500. CONTRACTOR'S RESPONSIBILITIES

501. The Contractor shall design, manufacture, deliver and carry out defect liability period obligation (including associated purchases and/or subcontracting) with due care and diligence in accordance with the Contract.
502. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
503. The Contractor shall comply with all laws in force India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

600. CONFIDENTIAL INFORMATION

601. The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.
602. The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.
603. The obligation of a party under the Clauses above, however, shall not apply to that information which
- (a) now or hereafter enters the public domain through no fault of that party
 - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

700. PARTIES

The parties to the contract are the Contractor and the Purchaser, as defined in clauses 105 and 114.

700. A person signing the tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all

costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provision of clause 1300 shall apply to every such purchase as far as applicable.

800. CONTRACT

801. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer.
802. The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon and on any question of the true intent and meaning of the specifications shall be final and conclusive.
803. Any variation or amendment of the contract shall not be binding on the Purchase unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

900. PERFORMANCE/ADVANCE GUARANTEE BOND

901. Deleted
902. Deleted
903. Deleted
904. Performance Guarantee
905. After an advance acceptance of tender is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (Annexure 7) from a Nationalized Indian Bank within 28 days from the receipt of the advance acceptance/placement of Contract. of the tender by the Contractor for an amount equivalent to 10% of the value of the contract (inclusive of all taxes and duties). In case of foreign contracts, the Performance Guarantee from a commercial bank of the Contractor's country can be accepted only if the bond is furnished after getting it duly counter-signed by the Reserve Bank of India/state Bank of India, New Delhi or by any Nationalized Indian Bank. The expenses to be incurred for the counter signature shall be borne by the Contractor.

906. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in the clause 905, and the bond is accepted by the Purchaser, liquidated damages, as provided in clause 1302 for the period delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce the clause 1302.
907. If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser: -
- i) to recover from the Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the government or any other person contracting through the Purchaser or otherwise however, or
 - ii) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 1302 shall apply as far as possible.
908. The PBG shall cover period of contract and should be valid until 90 days beyond the last supply of material. On the performance and completion of the contract in all respects the performance of the contract bond will be returned within 90 days after completion of supply.
909. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the Performance guarantee Bond as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

910. The Performance Guarantee Bond shall remain in full force and effect during period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the machines at consignee's works & later on warranty guarantee period, and shall in the first instance be valid until 90 days beyond the contract period before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
911. As and when an amendment is issued to the contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended and up to twelve months beyond the extended delivery date.
912. The Performance Guarantee Bond and or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the collector under section 32 of the Indian Stamp act, 1899 for adequacy of the stamp Duty, by the contractor.

The Performance Guarantee Bond shall be furnished as Annexure-7.

1000. TAXES AND DUTIES

1001. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
1002. The Contract Price shall be adjusted to take account of any change, increase or decrease of any taxes and duties including Custom Duties, Excise Duties, Sales Taxes, Service Tax, Additional Tax etc. enacted by law of the land in India only, affecting the cost of the goods and introduced after the date of submission of the Tender.

In case the tenderer has not quoted the rates of taxes and duties separately and quoted the prices inclusive of taxes and duties and same has been considered for evaluation in accordance with clause no. 1007 of ITT, DMRC will not adjust

the payment for an upward revision in the taxes and duties during the execution of the contract. However, for any downward revision, the benefit accrued shall be passed on DMRC.

If a tenderer quotes concessional rates of duties and taxes and subsequently rate of applicable taxes and duties revised by the Government then revision of taxes & duties on concessional rates of taxes & duties quoted by the firm will be adjusted on pro-rata basis.

1003. In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the Employer.

1100. DELIVERY

1100. The Contractor shall as may be required by the Purchaser either deliver free or F.O.R, F.O.B or C&F at the place detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

1101. Notwithstanding any inspection and approved by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on the Purchaser until the stores have been received, inspected and accepted by the consignee.

1103. In case of foreign contracts: -

The stores shall be delivered by the Contractor free on board such vessels in such port or ports named in the quotation, as the Purchaser or his nominee may require.

Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the Contractor at his own cost.

1200. NOTIFICATION OF DELIVERY

1201. Notification of delivery or dispatch in regard to each and every instalment shall be made to the Purchaser, consignee and Port consignee (if applicable) immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account quoting number and date of the acceptance of tender and date of dispatch of the stores. All packages, shall be fully described in the packing account and full details of the contents for the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The copy of Railway Receipt/Consignment note or Bill of Lading with other shipping documents, if any shall be forwarded to the consignee and or the port consignee named in the contract, as applicable, by registered post immediately on the dispatch of stores. The contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the copy of the Railway Receipt, Consignment Note or Bill of Lading and other shipping documents.

1300. 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 stores shall be deemed to the essence of the contract and delivery must be completed not later than the dates so specified or extended.

1301. Progressing of Deliveries

The contractor shall allow reasonable facilities and free access to his works and records to the inspecting officer; progress officer or such other officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

1302. Failure and Termination

If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the purchaser may without prejudice to his other rights: -

- a. Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 1/2% of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. of 10%, or

- b. Cancel the contract or a portion thereof and if so desired purchased or authorize the purchase of the stores not so delivered or others or similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall, be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm.

Where action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.

Note: - in respect of the stores which are not easily available in the market and where procurement difficulties are experienced, the period for making risk purchase shall be nine months instead of six months provided above.

1303. Extension of Time for Delivery

If such failure as in the aforesaid clause 1302 shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub-Contractor, though their employment may have been sanctioned under condition 2100 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the contractor from liability for such loss or damage as aforesaid.

1304. Consequences of Rejection

If on the stores, being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-

- i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account; or
- ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further instalments due under the contract; or
- iii) Cancel the contract and purchase or authorize the purchase of the stores or other of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clause (ii) above or under this sub-clause, the provisions of clause 1302 above will apply as far as applicable.
- iv) Where under the contract the price payable is fixed F.O.B port of export or F.O.R dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

1305. Removal of rejected stores

- i) On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.

- ii) All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.

- iii) The stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract is placed for delivery F.O.R. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to-pay at public tariff rates and at Contractor's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return of rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

1400. FORCE MAJEURE

In the event of any unforeseen event during the currency of the Contract, such as war, hostilities, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, as a result of which, either party (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party 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 other party 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.

1500. ACCEPTANCE OF STORES DISPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD

1501. In case 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 1601 was not given by the Contractor, the Purchaser reserves the right to cancel the order of the balance quantity, at the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

-

- a. The purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver within the period fixed for delivery.
- b. That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax, 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.
- d. But nevertheless the Purchaser shall be entitled to the benefit of any increase in price on account of reduction in or remission of Customs Duty, Excise Duty, sales tax or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in

the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

1502. The Contractor shall not dispatch the stores till such time an extension in terms of clause 1501 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter 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 1501 above.
1503. 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 the clause 1501 above.

1600. INSPECTION BY INSPECTING OFFICER

1601. When Inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least 4 weeks notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection, and the result of the examination will be notified to the Contractor.
1602. In cases where the Inspecting authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the components stores etc. is also be done, notice in writing shall be sent by the contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspecting during the manufacturing process of the component/store etc. as deemed essential.
1603. No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the drawing or the specifications shall be made by the contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the proviso hereinafter contained, from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as

though the said variation occurred in the specifications. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall carry out. If the Inspector confirms his instructions, the contractor's obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspector, be justified. The difference of cost, if any occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules or not applicable they shall be settled by the Purchaser and contractor jointly. But the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Inspector.

1604. In the event of Inspector requiring any variations, such reasonable and proper notice shall be given to the contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the contractor, be such as will involve an increase in the total price payable under the contract by more than 10 percent thereof.

1605. In any case, in which the contractor has received instructions from the Inspector for carrying out the work which either then or later, will, in the opinion of contractor, involve a claim for additional payment, the contractor shall, as soon as reasonably possible, after receipt of the instructions foresaid, advise the Inspector to that effect.

1606. Marking of Inspection

The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at the Contractor's expense in suitable packages or cases, each of which shall be sealed and marked with such mark.

1700. PACKING AND MARKING

1701. Packing

The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use.

Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price.

Each packages shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender and the Designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein.

1702. Marking

The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and the rules made there under. The following marking of the material is required: -

The following particulars should be stencilled with indelible paint on all the materials/packages:-

- a. Contract No.
- b. Specification no.
- c. Item No.
- d. Post Consignee (wherever applicable)
- e. Abbreviated Consignee marks.

In addition to the marking as specified above, distinguish colour marks should be given so as to distinguish the ultimate Consignees in India.

1800. PAYMENT TERMS

The standard payment terms subject to recoveries, if any, by way of Liquidated Damages shall be as follows.

100% payment after receipt and acceptance of material by DMRC.

2000. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

2001. Risk in the stores

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

2002. Consignee's Right of Rejection

Notwithstanding any approval which the Inspecting Officer may have been given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 45 days after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon

their actual delivery to him at the destination if they are not in all respect in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in course of transit or otherwise after their delivery to the interim consignee.

The provisions contained in clause relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.

The contractor shall refund any advance /part payment received him in respect of the rejected stores within 21 days of the receipt of intimation from the consignee about the rejection of the stores. In default, the Purchaser may take steps against contractor for recovery of such price. This is strictly without prejudice and in addition to the rights provided in clause 1304.

2003. Subletting and Assignment

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

In the event of the contractor's failure to obtain such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchase.

2100. RESPONSIBILITY FOR COMPLETENESS

2101. Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the plant must be complete in detail.

2102. The work shall be performed at the place or places specified in the contract or at such other place or places as may be approved by the Purchaser.

2103. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract.

2200. INDEMNITY

2201. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
2202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within 24 hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.
2203. The Contractor shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser/loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.
2204. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

2300. CORRUPT PRACTICES

2301. The Contractor 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 of 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 for bearing to show disfavour to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or 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 Contractor and to

recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provision of clause 1302.

2400. INSOLVENCY AND BREACH OF CONTRACT

2401. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say: -

- i. if the Contractor being an individual or in a firm. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- ii. if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- iii. If the contractor commits any breach of the contract not herein specifically provided for.
- iv. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

2500. LAWS GOVERNING THE CONTRACT

2501. This contract shall be governed by the Laws of India for the time being in force.

2502. 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.

2503. Jurisdiction of Courts :- The Courts of the place from where the acceptance of tender has been issued shall above have jurisdiction to decide any dispute arising out of or in respect of the contract.

2600. ARBITRATION

2601. If conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions :

- i. Matters to be arbitrated upon shall be referred to a sole Arbitrator where the total value of claims does not exceed Rs. 1.5 million. Beyond the claim limit of Rs. 1.5 million, there shall be three Arbitrators. For this purpose Employer will make out a panel of engineers. This panel will be of serving or retired engineers of Government Departments or of Public Sector Undertakings;
- ii. For the disputes to be decided by a sole Arbitrator, a list of three engineers taken from the aforesaid panel will be sent to the Contractor by the Employer from which the Contractor will choose one;
- iii. For the disputes to be decided by three Arbitrators, the employer will make out a list of five engineers from the aforesaid panel. The Contractor and Employer shall choose one Arbitrator each and the two so chosen shall choose the third Arbitrator from the said list who shall act as the presiding Arbitrator;
- iv. Neither party shall be limited in the proceedings before such Arbitrators(s) to the evidence or the arguments put before the Conciliator;
- v. The Conciliation and Arbitration hearings shall be held in Delhi only. The language of the proceedings that of the documents and communications shall be English and the awards shall be made in writing. The Arbitrators shall always give item-wise and reasoned awards in all cases where the total claim exceeds Rs. One million; and
- vi. The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may shall be binding on all parties.

2602. Interest on Arbitration Award

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

2603. Cost of Arbitration

The cost of arbitration shall be borne by the respective parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

2604. Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the Employer and the Contractor agree to the sole jurisdiction of courts in Delhi/ New Delhi.

2605. Suspension of work on Account of Arbitration

The reference to Conciliation/ Arbitration shall proceed notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

2700. SECRACY

2701. The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.

2702. Any Information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to enemy of India, must be treated secret and shall not any time be communicated to any person.

2703. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the Contract and to purchase or authorize the purchase of the stores at the risk and cost of the Contract in accordance with the clause 1302 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at

such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

2800. WARRANTY

2801. As mentioned in particular specifications of schedule of requirement.

SCHEDULE OF REQUIREMENT

Appendix 1

Store Tender for Supply of Contactless Smart Token

Schedule of supply of 55,00,000 Contactless Smart Tokens in batches for Store Tender is as under:

S. No.	Item	Schedule	Vendor 1 (L1) * (70%)	Vendor 2 (L2) * (30%)
1	Placement of firm purchase order.	T_0		
2	Finalization of artwork and submission of 1000 sample tokens for Compatibility tests.	$T_1 = T_0 + 1.5$ months		
3	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 1$ month	2,45,000	1,05,000
4	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 2$ months	2,45,000	1,05,000
5	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 3$ months	2,45,000	1,05,000
6	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 4$ months	2,45,000	1,05,000
7	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 5$ months	2,45,000	1,05,000
8	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 6$ months	2,45,000	1,05,000
9	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 7$ months	2,45,000	1,05,000
10	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 8$ months	2,45,000	1,05,000
11	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 9$ months	2,45,000	1,05,000
12	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 10$ months	2,45,000	1,05,000
13	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 11$ months	2,45,000	1,05,000
14	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 12$ months	2,45,000	1,05,000
15	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 13$ months	2,45,000	1,05,000
16	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 14$ months	2,45,000	1,05,000
17	Delivery of 3,50,000 Tokens by both vendors	$T_1 + 15$ months	2,45,000	1,05,000
18	Delivery of 2,50,000 Tokens by both vendors	$T_1 + 16$ months	1,75,000	75,000
	TOTAL		38,50,000	16,50,000

* If L2 will match the L1 price. In case, L2 bidder does not agree to match L1 price then L1 bidder shall have to supply the total quantity (100%) as per the above schedule.

Artork for each batch will be given by DMRC. FAT should be offered to DMRC within 15 days of receipt of art work. Delivery of cards to be done to DMRC within 15 days of completion of FAT

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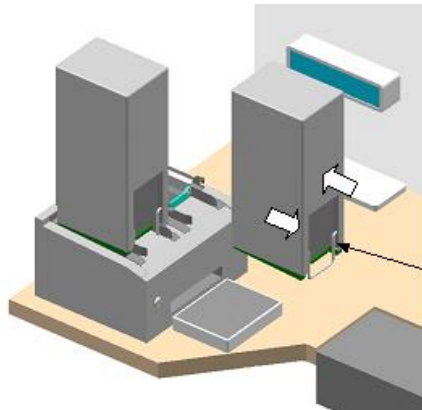
Chapter 1

Background

- Delhi Metro has implemented Automatic fare collection (AFC) system using recyclable Contactless Smart Token as single journey ticket and Contactless smart card for multiple journeys for Delhi Metro Rail Transit System.
- The tokens are issued from the metro stations from manned/automatic Ticket Vending Machine.
- At the time of entry, the valid token is presented by the passenger at reader/writer of the Automatic Gate.
- At the time of exit, the token is captured in the slot of the Automatic Gate.
- At Gate and Ticket Vending Machine the token is processed as per Business Rules defined by DMRC in the Application software of the equipments.
- The DMRC Reader/Writer is capable of processing Contactless smart media of Type 'A'.



Hopper



Auto Feeder Mechanism



Ticket Office Machine

Chapter 2

Technical Specification

1 General

The purpose of this specification is to specify token with contactless antenna and chip inside.

1.1 The Token should conform to ISO 14443 Type A (Mifare Ultralight Chip MF0MOA4U10)/ISO 14443 Type A my-d move SLE 66R01P.

1.2 Token should be compatible with existing DMRC Reader/Writer installed at AFC Gate, Ticket vending machine, Ticket Reader and Portable Ticket Decoder. (Pl. see compatibility tests in Chapter 4). No change at all should be required in the DMRC equipment for use of the token proposed.

2. Physical characteristics

Item	Description
1) Diameter	30 ± 0.2 mm (maximum)
2) Thickness	3 ± 0.2 mm exact (maximum); (bending not permissible)
3) Weight	2.7 ± 0.2 gm
4) Shape	<div style="text-align: center;"> <p style="text-align: center;">R = 0.5 mm +/- 0.1 mm</p> </div>
5) Surface	Stain finish (not mirror like finish). The surface of the token will be made suitable for display of advertisement on both side. The design of artwork to be printed on surface material (transparent) will have to be obtained from DMRC before actual manufacturing of Token. It should be fully transparent so that printed text is fully visible.
6) Transparency	The Token will be transparent both bottom and upper sides, unlike in the case of conventional types of tokens. The tokens will be made in such a way that multi colour 4/4 offset printed text is possible through visible and transparent token body. This is to enable the Metro to advertise anything /any products, duly

	multi-colour printed inside. The printed text should be always as fresh and as new inside the tokens. It will be glossy/ Matt finish.
7) Printable space	25 mm +/-0.2 mm dia printable area should be available for printing /advt matters etc. multi coloured.
8) Basic Material of jacket/casing	Plastic PC/ABS recyclable material (to have least environmental impact by incineration) Flammability:UL94, HB grade to conform to the existing regulations against fire in metro environment
9) Plastic jacket color	Light Blue (however, color shall be specified by DMRC before each subsequent order for supply of lots).
10) Surface roughness	Surface roughness is defined to allow the token to slide on a glossy surface even when it is wet. It must resist to friction due contacting with others tokens when it is in the bin or when it is in the hopper to issue the tokens.
11) Transparency	≤ 10 % It measures the ability to be detected into token acceptor or issuer. It can be measured with a specific device at 850 nm wavelengths.
12) Serial number	Unique serial no. with padding digits for supplier identification to be used. Model no.+ number - to be finalized with DMRC Stored permanently in the chip 'manufacturer block' and accessible for read only. Serial no. information should be available in recorded electronic media (CD-ROM etc.). Serial no. to be Laser-engraved on plastic jacket
13) Art and overlay work	DMRC to notify at subsequent stage The engraving method is chosen in order to resist to wear for a long period of time.
14) Utilizations conditions	
Resistance to :	Description
a) Mechanical stress and shock	Token will resist a fall at the height of 1.6 meter
b) Environment	IP 67 minimum
c) Deformation	Token must resist to shocks without any mechanical deformation and must not be broken or split in several parts.

d) Wear	Token must resist wearing due to the going through the equipment. Token must resist to 30 000 passes into the complete system minimum or a life time greater than 5 years from a mechanical point of view.
e) Dust/Moisture	The surface must be such that it is low sensitive to dust and moisture adherence.
f) Washing equipment	Token must be able to be washed several times during its life in order to avoid problems with token acceptor and token issuer: sticking between several tokens
g) UV radiation	UV must not affect the functionality of token Token must resist to UV in compliance to test described in 10373-1
h) X-rays	X-rays must not affect the functionality of token Token must resist to X-rays in compliance to test described in 10373-1.
i) Electromagnetic fields	Interfering Electromagnetic fields must not affect the functionality of token. Token must resist to Electromagnetic fields in compliance to test described in 10373-1.
j) Storage environment	
Temperature	-5° to + 80° C
Humidity	60% or less (at 70° C)
k) Operating environment	
Temperature	-5° to + 60° C
Humidity	90% (at 0° to 40° C)
3. Embedded Chip Electrical characteristics	
1) EEPROM size	≥ 64 bytes approx. (user available memory)
2) Operating frequency	13.56 MHz
3) Operating communication distance(with base reader)	≥ up to 50 mm

4) Minimum Operating electric field strength	0.4 A/m
5) EEPROM life i) Write endurance ii) Data retention	10,000 times of writing, at least. Automatic EEPROM failure detection. For 5 years (at +40° C)
6) Supplier should give details of following items with supporting Data Sheets from OEM:	
i) Modulation technique	
ii) Bit coding	
iii) Baud rate	
iv) Security	
v) EMC	
vi) Token Commands (Polling, Read, Write etc.)	
4. Data Security	
a) Back-up for momentary power loss	Transaction data stored in duplicate. One is read and other written. In case of error the preceding data is restored.
b) Anti-Tearing	For secure writing & barring possibility of token pulling before complete transaction
c) Data integrity	Mutual authentication with DMRC reader/writer.
d) Protection from electrical/ environmental interference	Data stored in token must resist to UV, X-rays, static electric discharge, RF exposure. Exposure to UV, static electric discharge, RF exposure, current and voltage attack must make the chip disable

e) Tamper resistant	If token is opened, the chip inside must be broken
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Chapter 3

Packaging and Transportation

Item	Description
1. Packaging	<ul style="list-style-type: none">i) Tokens to be supplied in suitable cartons ensuring safe storage under environmental variables such as humidity, temperature etc. ii) Further, the packing should prevent the tokens from any accidental electrical or mechanical shock capable of inducing any operational/ structural defect in the tokens.. iii) Tokens shall be packed in small packing (sub-carton) each containing 100 tokens. iv) Such sub cartons shall be packed in bigger packing (boxes), hence, each box containing 10 sub-cartons) v) Start and end 'serial nos.' of tokens to be printed on both Boxes and Sub cartons.
2. Labelling	<p>On each box, a label is set with following information:</p> <ul style="list-style-type: none">• Company logo• Number of the box• Number of tokens• Manufacturing date and manufacturer reference• Delivery location of tokens• Weight of the box (if requested) <p>These indications must be readable when boxes are stacked</p>
3. Transportation	<ul style="list-style-type: none">i) Safe and insured supply of all lots.ii) Lot sizes and supply dates shall be informed by DMRC at different stages. iii) Supply to be done as per intimated date at employer's premises.

Chapter 4

Compatibility test

Supplier shall offer to conduct following compatibility tests with the existing DMRC AFC system with 1000 sample tokens.

Tests	Description
1. Compatibility - with existing DMRC AFC system equipments :	To be conducted & demonstrated jointly with DMRC.
Contactless Reader/Writers, Automatic Gates, Ticket readers and Portable ticket decoders.	
2. Working distance - using contact less reader.	

In case of failure of compatibility test, supplier shall make corresponding corrections and offer to conduct one more compatibility test after 2 weeks. If supplier is not able to successfully pass the compatibility test, then the purchase order shall stand cancelled. The contract shall then be dealt at risk and cost of the supplier.

Chapter 5

Factory Acceptance Test - FAT

General

1. Compliance Check of the supplied token to the specification is divided into two parts:
The first part describes tests which are only made for qualification purpose and which are dedicated to the basic token properties check.

The second part describes the critical parameters regarding functional properties.

2. Manufacturer must give the following documents :

a)Acceptance test report - It shall include :

- i. Equipment used,
- ii. Method
- iii. Sampling
- iv. Compliance
- v. Criteria
- vi. Result

b)Compliance certificates for the base materials and qualification parameters

c)Compliance certificate for all the manufactured batch.

3. Before supply of each batch of tokens, supplier will offer the batch supply for Factory Acceptance test at manufacturer's premises.
4. The supplier shall prepare and submit a FAT plan & schedule (of all activities related) at least one month before the tests for employer's review.
5. For FAT of each batch of tokens, DMRC shall be invited to witness the FAT. In case waiver to witness FAT is given by DMRC, the contractor will proceed to conduct FAT on his own and submit the FAT report.
6. Factory acceptance tests & procedures shall include all tests to demonstrate the functional, electrical and physical performance of tokens under existing DMRC system design.
7. The acceptance tests are based on the measures of several physical and functional characteristics of tokens.

Each test is numbered and has its own sampling plan (size of the sampled lot n and acceptance / rejection criteria). The sampling n must always be made on the whole batch.

$n = n(T) \times n(B)$ where: $n(T)$ = number of sampled token in boxes

$n(B)$ = number of sampled boxes

8. The test shall include, but not be limited to following items :

8.1 Qualification checks for :	Description
1) Packaging defect	
2) Transportation defect	
3) Visual Check	Token must have no defect on its surface such as Hole, Imperfection of surface etc.
4) Artwork	Token must resist to 30 000 passes into a hopper device, which is specified.
5) Base material	Base material and potting must be compliant to required specification
6) Resistance to break <i>Test protocol</i>	Tests are made with face of the token (10 tokens) and with the edge of the token (10) A token is fixed into a vice. A tube is fixed on top of the token. A 50 cm height tube is brought very close to the token. A 100 g metal ball is dropped from top of the tube, in the tube. The result of the shock is observed. No break must be seen and no deformation must be seen.
<i>Test result</i>	
7) Sliding capability	A glossed plastic plate is put into water. Immediately after, it is taken out of water and a token is set on the surface and plate is set at a 45° angle. Token must freely glide

8) **Resistance to wear**

Test protocol

Using Hopper

This is a onetime check.

500 tokens are taken from a manufactured lot.

They are put into a token hopper such as SA-595 from Asahi-Seiko or equivalent.

The 500 tokens are issued 1000 times.

Using Token counter

500 tokens are passed through DeLaRue 7500/7550 type token counter 100 times.

Token surface must not be worn.

No tokens are broken.

Test result

Read / Write test is made to verify whether token is still operational.

8) Physical characteristics checks for :	Description
i) Dimensions	Using caliper
ii) Thickness	Using gauge
iii) Weight	Using adapted weighing machine
9) Transparency	
10) Utilization conditions	

8.2 Functional checks for :	Description
1) Electronic characteristics/ parameters	
2) EEPROM	Read/write endurance and available memory capacity check
3) Working distance	Tokens to be placed on the antenna target. Read and write capability should be demonstrated at a 50 mm distance
4) Data retention	Token must keep data available during time specified
5) Tamper resistance	

- | | | |
|----|-----------------------|--|
| 6) | Polling | Should support communication with DMRC Type reader/writer |
| 7) | Instruction | Should support communication protocol with DMRC reader/writer should be supported
Read/Write should be OK |
| 8) | Token security | Test to open the token is made. The result must be: token broken and chip broken. |

Defect classification:

- Major defects: Defect which consequence causes problems in the normal use of the product and / or reduces its commercial value.
 - Minor defect: Defect, which does not influence the normal use of the product, exhibits a non-compliant parameter.
9. The contractor shall not proceed with production until the employer issues formal written production approval. A satisfactory conclusion and acceptance by the employer of the demonstration of tests and acceptance of any deviations shall be mandatory in order for the supplier to obtain a formal production approval.

ANNEXURES (1 TO 10)

Annexure 1

TENDERER's FINANCIAL OFFER (For Indigenous Supply)

S.n	Description	Quantity	Unit	Basic Unit Price	ED/CD	CST/VAT/DVAT	Total Rate/unit incl. of all	Total Price	
								(in figure)	(in words)
1.	Contactless Smart Tokens -.Specification of Contactless Smart token is as per Particular specifications	55,00,000	Nos.						
2	Total Price								

The above prices shall be FOR destinations basis at DMRC site within Delhi

Date :

(Signature).....

Place :

Printed Name-----

Designation-----

Common Seal-----

ANNEXURE 2

(Please see clause 402 (a)
of "Instructions to Tenderers")

COMMERCIAL DETAILS & PAST PERFORMANCE

Tender No. Date of Opening

A. COMMERCIAL DETAILS

- (i) Name and address of the Banker.
A copy of the Banker's report should be enclosed.
- (ii) Last 2 years turn over.
(Documentary evidence should be enclosed)
- (iii) A copy of current valid ITCC should be enclosed.

B. PAST PERFORMANCE

Details of orders for the quoted item executed should be furnished in the following format.

S.No.	Full address of Purchaser	Order No. and date	Description of stores	Qty.	Value of order	Date of delivery	Remarks
1	2	3	4	5	6	7	8

Signature :
Name :
Designation :

NOTE : A certificate from the Purchaser should preferably be enclosed to indicate that the contract was satisfactorily performed.

ANNEXURE-2a

(Please see clause- 0402(b)
of 'Instructions to Tenderers')

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

EMPLOYED BY THE MANUFACTURER

Tender No. Date of Opening

1. NAME OF THE FIRM
2. LOCATION
 - 2.1 Postal Address.
 - i) Head Office
 - ii) Works/ Factory
 - 2.2 Telephone No. (with ISD/STD code).
 - i) Head Office
 - ii) Works/ Factory
 - 2.3 Telegraphic address & Telex/ Fax
 - i) Head Office
 - ii) Works/ Factory
3. DESCRIPTION OF FACTORY / WORKS
 - i) Total Land area
(in Sq. meters)
 - ii) Total covered area
(in Sq. meters)
 - iii) Different sub-units
(with details of covered/ uncovered area, etc.)
 - iv) Special features, if any:
4. NO. OF PERSONNEL EMPLOYED (CATEGORY-WISE)
 - I) Managerial *
 - II) Supervisory*
 - III) Skilled artisans
 - IV) Unskilled

* The qualification may also be indicated.

5. GENERAL INFORMATION-TECHNICAL

- 5.1 Description of different departments in the Factory/ Works and function of each department, along with an organisational chart.
- 5.2 Detailed description of machinery and Plant in each department (make and year of procurement/ commissioning to be provided. For special type of equipment copy of Pamphlets/write ups to be furnished so as to supplement the description.
- 5.3 Details of raw-materials held in stock (state whether imported/ indigenous).
- 5.4 Production capacity of the quoted items
 - i) Per month
 - ii) Per year
- 5.5 List of other items, which the firm regularly manufactures and corresponding production capacity.

6. DESIGN CAPABILITY

- 6.1 Details of Qualified Personnel (indicating qualification and experience)
- 6.2 Other facilities available.

7. MANUFACTURING PROCESS

- 7.1 Level of In-house Facilities
- 7.2 Important items of Work done by Outside Vendors
- 7.3 Brief details of manufacturing process relevant to the items quoted.

8. QUALITY ASSURANCE

- 8.1 Is the firm certified for ISO 9000 or equivalent? If so, please give certification details.

(If firm is certified for ISO 9000 or equivalent, no further information on para 8

is required to be filled in).

- 8.1.1 If no, does the firm contemplate to obtain ISO 9000 certification ? What steps have been taken by the firm in that direction.
- 8.2 Does the factory have an established Quality Assurance programme? If yes, please enclose a copy of the write-up if not, what plans are there, if any, for setting it up?
- 8.3 Details of Quality Assurance Organisation. Names of key personnel, their qualifications, designations and position in overall management structure (explain with organisation chart, if necessary).
- 8.4 Quality control testing Facilities and Laboratory equipment available.
- 8.5 Availability of gauges (Please give details)
- 8.6 Calibration of laboratory / test equipment/ gauges, indicated in para 8.4 and 8.5 above.
- i) How is the calibration done?
 - ii) Frequency of calibration.
 - iii) System to ensure that calibration of above equipments does not fall overdue.
 - iv) Action taken if such calibration has Fallen overdue.
- 8.7 Source of procurement of raw-materials, important bought-outs, steps taken to ensure their quality.
- 8.8 Details of inspection/ checks done on material during various stages of the above manufacturing process.
- 8.9 Have acceptable values for the parameters Inspected during above stage checks have been laid down?

If yes, the action taken if value of the parameters inspected does not meet the desired laid-down value.

8.10 System for documentation of the results of the above stage checks.

9. AFTER-SALES-SERVICE

9.1 Facilities Available at works and Branch Offices.

9.2 Assessment of Quality of service including Response Times.

Signature

Name

Designation

ANNEXURE-3

(Please see clause- 501(b)
of 'Instructions to Tenderers')

**PROFORMA OF BANK GUARANTEE FOR TENDER GUARANTEE
(ON NON-JUDICIAL STAMP PAPER OF RS. 100, WITH STAMP OF BANK)**

Ref

Date

Bank Guarantee No......

.....

To,
Dy. Controller of Stores,
Delhi Metro Rail Corporation Ltd.,,
Metro Bhawan, 13, Fire Brigade Lane,
Barakhamba Road,
New Delhi -11 00 01

Dear Sir,

In accordance with your invitation to tender No. M/s
..... hereinafter called the
tenderer with the following Directors on their Board of Directors/ Partners of the firm :

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

Wish to participate in the said tender for the supply of
.....

As a Bank Guarantee against Bid Guarantee for a sum of
..... (in words & figures)

valid for (180) one hundred and eighty days from the date of opening of the Tender viz
..... is required to be submitted by the tenderers as a
condition for the participation, this bank hereby guarantees and undertakes during the above
said period of (180) one hundred and eighty days to immediately pay, on demand by the
General Manager or Financial Advisor & Chief Accounts Officer, Delhi Metro Rail Corporation

Ltd., Metro Bhawan, 13, Fire Brigade Lane, Barakhamba Road, New Delhi-110001, **INDIA** in
writing the amount of
(in words & figures) to the said General Manager or Financial Advisor & Chief Accounts Officer,
Delhi Metro Rail Corporation Ltd., New Delhi, INDIA, and without any reservation and recourse,
if :-

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the prior written consent of the purchaser; or
- (ii) the tenderer withdraws the said bid within 180 days after opening of bid; or
- (iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the Conditions of Contract.

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on If further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s

.....on whose behalf this guarantee is issued.

Date

Signature

Place

Printed Name

Witness :

1.

.....

(Designation)

.....

(Bank's Common Seal)

ANNEXURE-4

(Please see clauses- 0606
of 'Instructions to Tenderers')

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No. Date

To
Dy. Controller of Stores,
Delhi Metro Rail Corporation Ltd.,,
Metro Bhawan, 13, Fire Brigade Lane,
Barakhamba Road,
New Delhi -11 00 01

Dear Sir,

Sub :-

We, an established and reputable
manufacturers of having factories at
..... and offices at do
hereby authorise M/s (Name and address of Agents) to
represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender
No.

No company/ firm or individual other than M/sare
authorised to represent us in regard to this business against this specific tender.

Yours faithfully,

(NAME) for & on behalf of M/s
(Name of Manufacturers)

Note : This letter of authority should be on the Letter-Head of the manufacturing concern and
should be signed by a person competent and having the power of attorney to bind the
manufacturer.

ANNEXURE-5 (a)

PROFORMA FOR STATEMENT OF DEVIATIONS FROM TENDER CONDITIONS

The following are the particulars of deviations from the requirements of the Instructions to Tenderers and Conditions of Contract :-

<u>DEVIATION</u>	<u>REMARKS</u> (including justification)

.....
**Signature and seal of
the Manufacturer/ Tenderer.**

NOTE : Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

ANNEXURE-5 (b)

PROFORMA FOR STATEMENT OF TECHNICAL DEVIATIONS WITH COST OF UNCONDITIONAL WITHDRAWAL

Title	Clause Number	Details of Deviations	Price for deviation withdrawal

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the Financial **Tender**.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks, mentioned elsewhere in our **Tender**, shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted the Annexure 5(a) & 5(b), our **Tender** is fully and fully compliant.

Date (Signature)

Place (Printed Name)

(Designation).....

(Common Seal).....

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

PROFORMA FOR STATEMENT OF DEVIATIONS

FROM COMMERCIAL TERMS/ TECHNICAL SPECIFICATIONS

The following are the particulars of deviations from the requirements of the Technical Specifications :-

CLAUSE	<u>DEVIATION</u>	<u>REMARKS</u> (including justification)

.....

**Signature and seal of
the Manufacturer/ Tenderer**

NOTE : Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

ANNEXURE-6 (b)

PROFORMA FOR STATEMENT OF TECHNICAL DEVIATIONS ON COMMERCIAL CONDITIONS

Title	Clause Number	Details of Deviations	Price for deviation withdrawal

1. We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the Financial **Tender**.
2. We hereby confirm that all implicit and explicit deviations, comments and remarks, mentioned elsewhere in our **Tender**, shall be treated as NULL and VOID and stand withdrawn.
3. We hereby confirm that but for the deviations noted in the Annexure 6(a) & 6(b), our **Tender** is fully and fully compliant.

Date (Signature)

Place (Printed Name)

(Designation).....

(Common Seal).....

NOTE : Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

ANNEXURE-7

(Please see clause-0900
of 'Conditions of Contract')

**PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE GUARANTEE BOND**

Ref Date

Bank Guarantee No.

To
Dy. Controller of Stores,
Delhi Metro Rail Corporation Ltd.,,
Metro Bhawan, 13, Fire Brigade Lane,
Barakhamba Road,
New Delhi -11 00 01

1. Against contract vide Advance Acceptance of the Tender No..... datedcovering supply of.....(hereinafter called the said contract') entered into between the General Manager, Delhi Metro Rail Corporation Ltd., Delhi (hereinafter called the Purchaser) and (hereinafter called the "Contractor"), this is to certify that at the request of the Contractor we, Bank, Ltd., are holding in trust in favour of the Purchaser, the amount of (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused or likely to be caused to or suffered by the Purchaser (**India**) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.
2. We, Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till (viz the date upto 12 months after the date of last shipment/ delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us,Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us..... Bank Ltd., notwithstanding the fact that the

same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

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

4. We,Bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and We.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and or omission on the part of Purchaser or any indulgence by the Purchaser to the said Contractor or by any other matter or thing whatsoever, which, under the law relating to sureties, would but for this provision have the effect of so releasing us from our liability under this guarantee.

5. We,Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date

Signature.....

Place.....

Printed Name

Witness :

.....

(Designation)

.....
(Bank's Common Seal)

ANNEXURE-8

IMPORTANT NOTICE

- (A) The following check list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.
- (B) Tenderers are also required to submit copy of the checklist, duly marked, alongwith their offer.

CHECK LIST

1. Have you submitted a complete offer?
It should consist of followings :
- | | |
|---|---------------------------|
| (a) Quotation in prescribed Performa Annexure 1. | Submitted / Not Submitted |
| (b) Letter of Authority if required Annexure-4 | Submitted / Not Submitted |
| (c) Tender Guarantee if required Annexure-3. | Submitted / Not Submitted |
| (d) Statement of Deviations from Tender Conditions Annexure-5 & 6 | Submitted / Not Submitted |
| (e) Technical check list duly filled | Submitted / Not Submitted |
2. Have you submitted other supporting documents to establish your eligibility?
It may consist of the followings :
- | | |
|---|---------------------------|
| (a) Required numbers of Certificates from the user as per(Annexure- 2) Para 400 of Instruction to Tenderers | Submitted / Not Submitted |
| (b) DELETED | |
| (c) Copy of PAN card | Submitted / Not Submitted |
| (d) Clause wise comments on Technical. Specifications, Clause 0202 "Instructions to Tenderers" | Submitted / Not Submitted |
| (e) Any other document asked by the purchaser if submitted, specify the Documents
OR
Any other document which the tenderer Considers relevant | Submitted / Not Submitted |
3. If you are a foreign firm have you submitted the detailed particulars of Indian associate and agreement with them-
clause 0303 of "Instructions to Tenderers"
- Submitted / Not Submitted

.....
**Signature & Seal of the
Manufacturer/ Tenderer**

ANNEXURE- 9

UNDERTAKING FOR DOWNLOADING THE TENDER DOCUMENTS FROM WEBSITES

I/We have downloaded the Tender documents from the Internet site www.delhimetrorail.com and I/we have not tampered / modified the Tender documents in any manner. In case, if the same is found to be tampered / modified, I/we understand that my/our Tender will be summarily rejected and the money deposited will be forfeited and I am/we are liable to be banned from doing business with DMRC and/or prosecuted.

.....Signature & Seal of the Manufacturer/ Tenderer

PROFORMA OF TEST CERTIFICATE TO BE ISSUED BY THE CONSIGNEE AFTER SUCCESSFUL COMMISSIONING OF MACHINE/EQUIPMENT

M/s

Sub:- Certificate for commissioning of Machine/equipment

This is to certify that the machine as detailed below has been received in good condition alongwith all the standard and special/optional accessories and same has been installed and commissioned.

- 1. Purchase order No.:-
- 2. Description of Machine:-
- 3. Machine S.No.:-
- 4. Quantity:-
- 5. Bill of Lading No.& date:-
- 6. Name of Vessel:-
- 7. Railway receipt no.& date:-
- 8. Name of consignee:-
- 9. Date of receipt of machine:-
- 10. Date of call to the supplier after site/foundation etc. is ready:-
- 11. Date of commissioning:-
- 12. Details of accessories/ spares not yet supplied & recoveries to be made on this account:-

S.No.	Description	Amount to be
recovered		
	1.	
	2.	
	3.	

Signature-----

Name -----

Designation -----