

Bid Document
Procurement of Track Machines

SUPPLY, DELIVERY, TESTING & COMMISSIONING OF DUAL GAUGE (STANDARD GAUGE AND BROAD GAUGE) ON TRACK TIE TAMPING MACHINE CAPABLE OF TAMPING PLAIN TRACK AS WELL AS POINT & CROSSING AND SEJ AND ITS SPARE PARTS FOR MAINTENANCE & OPERATION FOR TWO YEARS FOR DELHI MRTS PROJECT

CONTRACT CT-20

Section-I

Section I. Invitation for Bids

Section-I

INVITATION FOR BIDS

INDIA

DELHI MASS RAPID TRANSIT SYSTEM (MRTS) PROJECT

PROCUREMENT OF TRACK MAINTENANCE MACHINE

1. Delhi Metro Rail Corporation (DMRC) Limited (A Joint Venture of Govt. of India & Govt. of Delhi) (hereinafter referred to as the purchaser) has been authorized to proceed with the implementation of the Integrated Multi Modal Mass Rapid Transit System for Delhi. This Project is partly funded by ODA loans from JICA (Japan International Cooperation Agency) and partly by equal participation from Government of India and Government of National Capital Territory of Delhi.
2. Delhi Metro Rail Corporation (DMRC) Ltd. invites Open e-Tenders on International Competitive Bidding (ICB) from eligible bidders who meets the qualification criteria as provided in Section VII A of bid document for;

Contract CT- 20:Supply, Delivery, Testing & Commissioning of,01 number, Dual Gauge (Broad Gauge and Standard Gauge) "On-Track Tie Tamping Machine" capable of Tamping plain track as well as point & crossing and SEJ and its spare parts for maintenance & operation for two years for Delhi MRTS Project;

3. Bidding will be conducted through the International Competitive Bidding procedures as specified in bid documents.
4. Key details:

Approximate cost of work	INR 220 Million or 3.50 Million US Dollars
Bid Security amount	INR 2.20 Million or 35000 US Dollars
Expected Completion period of the Work	24 months from establishment of LC
Bid documents on sale	From 18.02.2015 to 30.06.2015 <u>31.08.2015</u> (upto 11:00 hrs.) on e-tendering website www.tenderwizard.com/DMRC Bid document can only be obtained after registration of bidder on the website www.tenderwizard.com/DMRC . For further information on this regard bidders are advised to contact on 011-49424307, 011-49424365 or 011-23417910-12, 23417938.

Section-I

Cost of Bid documents	<p>INR 21,000/- (inclusive of 5% DVAT) Non-Refundable (Demand Draft /Banker's cheque) in favour of "Delhi Metro Rail Corporation Ltd" payable at New Delhi.)</p> <p>Cost of bid documents i.e, D.D./Banker's cheque, in original, shall be accepted only upto 15:00 hours on 30.06.2015 <u>31.08.2015</u> in the office of Executive Director/Contracts at below mentioned address.</p>
Last date of Seeking Clarification	01.05.2015 <u>27.07.2015</u> (Queries from bidders after due date shall not be acknowledged)
Pre-bid Meeting	10.03.2015 at 11.00 hrs
Last date of issuing addendum and DMRC's response to queries	22.06.2015 16.07.2015 <u>03.08.2015</u>
Date & time of Submission of Bid	30.06.2015 <u>31.08.2015</u> upto 15:00 Hrs.
Date & time of opening of Bid	30.06.2015 <u>31.08.2015</u> @ 15:05 Hrs.
Authority and place for submission of Bid Document cost, Pre-bid Meeting and seeking clarifications	<p>Executive Director/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 Email id: edcontracts@dmrc.org</p>

5. The Bidders may obtain further information/ clarification, if any, in respect of these bid documents from the authority defined in the Key details above.
6. The intending bidders must be registered on e-tendering portal www.tenderwizard.com/DMRC. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. If needed they can be imparted training on 'online bidding process'. After registration the bidder will get user id and password. On login bidder can participate in bidding process and can witness various activities of the process.
7. The authorized signatory of intending bidder, as per Power of Attorney (POA), must have valid *class-III* digital signature. The bid document can be downloaded and also bid submissions can be uploaded using Class-III digital signature of the authorized signatory.
8. Bid submissions will be made online after uploading the mandatory scanned documents towards cost of bid documents, bid security and other documents as required/stated in the bid documents.
9. All Bidders are hereby cautioned that bids containing any material deviation or

Section-I

reservations as described in Clause. **E 24.4** of “Section II: Instructions to Bidders” and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.

10. Bids shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of bid and the last date of period of validity of the bid) from the date of submission of Bids and shall be accompanied with a bid security of the requisite amount as per Clause 16 of ITB.
11. DMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the DMRC for rejection of his proposal.
12. Bidders shall note that the maximum file size that can be uploaded is 5 MB. All the uploaded files in bid submission should be named properly and arrange systematically
13. The bidders are advised to keep in touch with e-tendering portal www.tenderwizard.com/DMRC for updates.

Executive Director (Contracts)
Delhi Metro Rail Corporation limited

Section II

Section II. Instructions to Bidders

Section II
Table of Clauses

A. Introduction.....	7
1. Source of Funds.....	7
2. Eligible Bidders	7
3. Eligible Goods and Services.....	7
4. Cost of Bidding	7
B. The Bidding Documents.....	8
5. Content of Bidding Documents.....	8
6. Clarification of Bidding Documents.....	8
7. Amendment of Bidding Document.....	8
C. Preparation of Bids.....	9
8. Language of Bid	9
9. Documents Constituting the Bid.....	9
10. Bid Form.....	9
11. Bid Prices.....	10
12. Bid Currencies.....	11
13. Documents Establishing Bidder’s Eligibility and Qualification.....	11
14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents.....	12
15. Bid Security	13
16. Period of Validity of Bids.....	13
17. Format and Signing of Bid.....	14
D. Submission / Uploading of Bids.....	14
18. Uploading of Bid Submissions.....	14
19. Deadline for Submission of Bids.....	15
20. Late Bids.....	15
21. Modification and Withdrawal of Bids.....	15
E. Opening and Evaluation of Bids.....	15
22. Opening of Bids by the Purchaser.....	15
23. Clarification of Bids.....	16
24. Preliminary Examination.....	16
25. Conversion to Single Currency.....	16
26. Evaluation and Comparison of Bids.....	17
27. Domestic Preference.....	20
28. Contacting the Purchaser.....	21
F. Award of Contract.....	21
29. Post-qualification.....	21
30. Award Criteria	21
31. Purchaser’s Right to Vary Quantities at Time of Award.....	22
32. Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids.....	22
33. Notification of Award.....	22
34. Signing of Contract.....	22
35. Performance Security.....	22
36. Corrupt or Fraudulent Practices.....	23

Section II

Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The contract shall be financed through equity participation by the Government of India and Government of National Capital Territory of Delhi and other appropriate means.

2. Eligible Bidders

- 2.1 This Invitation for Bids is on International Competitive Basis (ICB) titled and numbered in the **Bid Data Sheet** from eligible applicants, who fulfil qualification criteria as stipulated in Section VII A of bid document.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the DMRC in accordance with ITB Clause 36.1

3. Eligible Goods and Services

- 3.1 All goods and related services to be supplied under the contract shall have their origin in any source countries and of all areas.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the bidder.

4. Cost of Bidding

- 4.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

Section II

B. The Bidding Document

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In Addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB)
- (b) Bid Data Sheet
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of Requirements
- (f) Technical Specifications
- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Bank Guarantee Form for Advance Payment
- (l) Manufacturer's Authorization Form

5.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

6 Clarification of Bidding Documents

6.1 A prospective bidder requiring any clarification of the bidding documents may notify the Purchaser asking clarification online through e-tendering portal www.tenderwizard.com/DMRC or in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond online through e-tendering portal to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded on e-tendering portal for information of all the prospective bidders.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment

7.2 The addendum shall be uploaded on e-tendering portal www.tenderwizard.com/DMRC which will be binding upon all the bidders.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

Section II

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

- 9.1 The bid prepared by the bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) Documentary evidence established in accordance with ITB Clause 13 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 14 that the; goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents; and
 - (d) Bid security furnished in accordance with ITB Clause 15.

10. Bid Form

- 10.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the excel file provided in the bid documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity, and prices. The bidder shall download the excel file and after quoting their rates upload the same accordingly. **The rates shall not be offered/quoted elsewhere in the technical submission/ bid submission.** The excel file provided in the bid documents shall be called bid data sheet hereafter.
- 10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
- (a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labourer, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
 - (b) **Group B:** All other bids offering goods from within the country of the Purchaser.

Section II

- (c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local Agent.

10.3 To facilitate this classification by the Purchaser, the bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

11. Bid Prices

11.1 The bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within the Purchaser's country:

(i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(A) On the components and raw material used in the assembly of goods quoted ex works or ex factory;

Or

(B) On the previously imported goods of foreign origin quoted warehouse, ex showroom, or off-the-shelf.

(ii) Any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) The price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.

(iv) The price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

(b) For goods offered from abroad:

(i) The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the bidder may obtain insurance services from any eligible source country.

(ii) The price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.

(iii) The price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.

Section II

(iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.

(v) The price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

- 11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of **Incoterms** published by the International Chamber of Commerce, Paris.
- 11.4 The bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered
- 11.5 Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

- 12.1 Prices shall be quoted in the following currencies:
- (a) For goods and services that the bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the bidder will supply from outside the Purchaser's country. The prices shall be quoted in any freely convertible international trading currency. If the bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.

13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 Pursuant to ITB Clause 9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 Not used.
- 13.3 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

Section II

- (a) that, in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
- (b) That the bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a bidder not doing business within the Purchaser's country, the bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) That the bidder meets the qualification criteria listed in the **Bid Data Sheet**.

14. Document Establishing Goods' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following Commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it

Section II

demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**
- 15.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
 - b) a cashier's or certified check
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful bidder's bid security will be discharged upon the bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
- (a) if a bidder:
 - (i) withdraws its bid during the period of bid validity specified by the bidder on the Bid Form;
 - Or
 - (ii) does not accept the correction of errors pursuant to ITB Clause 24.2;
 - Or
 - (b) in the case of a successful bidder, if the bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 34; or
 - (ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

- 16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19.

Section II

A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 16.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty- (60) days beyond the expiry - of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

17. Format and Signing of Bid

- 17.1 The bidder shall prepare their bid submission in the pdf format. Individual files should be less than 5 MB size.
- 17.2 The online bid submission shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
- 17.4 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the bidder is awarded the contract.

D. Submission / Uploading of Bids

18. Uploading of Bid Submissions

- 18.1 The bidder shall upload their bid on-line on e-tendering website www.tenderwizard.com/DMRC. The bidder can submit/upload their submission on e-tendering portal, www.tenderwizard.com/DMRC, after login with their ID using Class III digital signature of authorised signatory.
- 18.2 Only 'Bid Security' and 'Cost of Bid Documents' shall be submitted in physical form in original. The bid security and cost of bid documents shall be received by the Purchaser at the address specified under ITB Clause 18.2(a) no later than the time and date specified in the Bid Data Sheet. 'Bid Security' and 'Cost of Bid Document' submitted after due date and time shall not be accepted and online bids of such bidders shall liable to be rejected summarily.
- 18.3 It shall be the responsibility of the bidder to ensure that the envelope containing 'Bid Security' and 'Cost of Bid Document' is submitted to designated officer (Assistant Engineer) before the dead line for submission. DMRC will not be responsible for delay, loss or non-receipt of 'Bid Security' and 'Cost of Bid Documents' sent by post / courier. DMRC shall not be responsible for 'Bid

Section II

Security' and 'Cost of Bid Document' delivered to any other place / person in DMRC (like Tapal / DAK section etc.) other than the designated officer and does not reach the designated officer before the dead line for submission.

19. Deadline for Submission of Bids

- 19.1 Bids must be uploaded on-line on e-tendering portal www.tenderwizard.com/DMRC before the time and date specified in the **Bid Data Sheet**.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

- 20.1 Being e-tender the bidders shall not be able to upload bids after deadline of bid submission.

21. Modification and Withdrawal of Bids

- 21.1 The bidder may modify or withdraw its bid after the bid's submission online only up to the deadline prescribed for submission of bids.
- 21.2 Not used.
- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

- 22.1 The Purchaser will open all bids online in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening.
- 22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Section II

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be online and in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.

25. Conversion to Single Currency

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

- (a) The currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

Or

Section II

- (b) A currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's _____ country.
- 25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

26. Evaluation and Comparison of Bids

- 26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24
- 26.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the bidder;
 - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the bidder; and
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.
- 26.4 The Purchaser's evaluation of a bid will take into account. in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:
- (a) Cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
 - (b) Delivery schedule offered in the bid:
 - (c) Deviations in payment schedule from that specified in the Special Conditions of Contract;
 - (d) The cost of components, mandatory spare parts, and service;

Section II

- (e) The availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) The projected operating and maintenance costs during the life of the equipment.
- (g) The performance and productivity of the equipment offered; and /or
- (h) Other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/Port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate Such computation, bidder shall furnish **in** its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

Or

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements

Or

Section II

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements, Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.
- (c) *Deviation in payment schedule*
- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected bidder.
 - (ii) The SCC stipulates the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.
- (d) *Cost of spare parts.*
- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.
- Or
- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the bidder and added to the bid price.
- Or
- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.
- (e) *Spare parts and after sales service facilities in the Purchaser's country.*
- The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
- (f) *Operating and maintenance costs.*

Section II

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

Or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

27. Domestic Preference

27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the bidder shall have established to the satisfaction of the Purchaser that its bid complies with the criteria specified in ITB Clause 10.2(a):

27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.

27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

Section II

- (a) The amount of customs duties and other import taxes that a non-exempt importer would have to pay for the importation of goods offered in each Group C bid;

Or

- (b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

28. Contacting the Purchaser

- 28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing or e-mail.
- 28.2 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid.

F. Award of Contract

29. Post-qualification

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 29.2 The determination will take into account the bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

30. Award Criteria

- 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

Section II

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

31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Purchaser.

35. Performance Security

35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser

35.2 Failure of the successful bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

Section II

36. Corrupt or Fraudulent Practices

36.1 The Purchaser requires that Bidders/Suppliers/Contractors, their designated contractors and/or their agents observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Purchaser:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract/s if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, on in executing, a the contract.

36.2 Furthermore, bidders shall be aware of the provision stated in Clauses 24.1 of the General Conditions of Contract.

Section III

**Section III.
Bid Data Sheet**

Section III

BID DATA SHEET

The following Bid data sheet for the goods to be procured shall complement supplement, or amend the provisions in the Instruction to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction	
<u>Clause</u>	<u>Listed information</u>
ITB2.1	<p>ICB title and number is Title : Delivery, Testing & Commissioning of 01 number, Dual Gauge (Broad Gauge and Standard Gauge) “On-Track Tie Tamping Machine” capable of Tamping plain track as well as point & crossing and SEJ and its spare parts for maintenance & operation for two years for Delhi MRTS Project</p> <p>Number: CT-20</p>
ITB2.3	In last line add “including Ministry of Railways and Government of India” after “purchaser”
ITB 4.1	<p><u>Name of purchaser</u> Delhi Metro Rail Corporation Ltd. Delhi</p>
ITB 6.1	<p><u>Address of purchaser</u> Delhi Metro Rail Corporation Ltd. (A Joint Venture of Govt. of India & Govt. of Delhi) Metro Bhawan, Fire Brigade Lane, Barakhamba Road, Delhi 110001 India Telephone No. 011-23417910-12, Fax No. 011-23415838 Email : edcontracts@dmrc.org</p>
ITB 6.2	<p>The bidder's designated representative is invited to attend a pre-bid conference, which will take place at the venue and time stipulated in ITB 6.3. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage. The bidder is requested, as far as possible, to submit any question in writing or by cable or fax, to reach the Purchaser not later than two weeks before the conference. The questions asked by the bidder shall be replied and the clarifications sought shall be given to the extent possible in the conference.</p> <p>All responses will be subject to confirmation in writing. Minutes of the conference, including the text of the questions raised without identifying source of inquiry and the responses given, together with any responses prepared after the conference, will be transmitted without delay uploading the same on e-tendering portal www.tenderwizard.com/DMRC.</p> <p>Any modification of the bidding documents listed in ITB Sub-Clause 5.1 that may become necessary as a result of the pre-bid conference shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB Clause 7 and through the minutes of the pre-bid conference.</p>

Section III

ITB 6.3	<p><u>Venue, time and date of Pre Bid Conference.</u> The bidder or his authorized representative is invited to attend Pre-bid Conference which will take place on the date and location given in the Key details of IFB (Invitation for Bids).</p>
ITB 8.1	Language of bid: English
Bid Price and Currency	
ITB 11.2(a)	<ul style="list-style-type: none"> (i) Insert the word “excise and other” in between word “custom” and "duties" in line 3 of this sub clause. (ii) Final destination is Shastri Park Depot (Delhi) (iii) The incidental services to be provided are specified in clause 8 of Special condition of contract. <p>Add the following at the end of this Clause</p> <p>Note: Bidders may like to ascertain availability of Deemed Export Benefits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits, for reasons whatsoever; the Purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account the Deemed Export Benefits, he must give all information required for issue of Project Authority/Payment Certificate in terms of the Import Export Policy along with his bid in Form 7 of Section VIII. The Project Authority/Payment certificate will be issued on this basis only and no subsequent change will be permitted. Where such Certificates are issued by the Purchaser, Excise Duty will not be reimbursed separately.</p>
ITB 11.2(b)	<ul style="list-style-type: none"> (i) The price quoted shall be CIP (Delhi) (ii) The price shall also be quoted FOB port of shipment (iii) Not applicable (iv) The price for inland transportation, insurance and other local cost incidental to the delivery of goods from port of entry to final destination shall also be quoted. (v) The incidental services as specified in clause 8 of Special condition of contract shall also be quoted
ITB 11.5	The price shall be fixed
ITB 12.2	<p>Add the following as Clause 12.2 "12.2 Agents and service facilities in India. (a) If foreign bidder has engaged an Indian agent. it will be required to give the following details in the offer</p> <ul style="list-style-type: none"> (i) the name and address of the local agent;

Section III

	<p>(ii) what service the agent renders; and (iii) the fixed amount of remuneration for the agent included in the offer.</p> <p>(b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer buying market rate of exchange ruling on the date of award of contract and shall not be subject to any further exchange variation.</p>
ITB13.3(d)	Qualification Requirements as given in section VII 'A'
ITB 14.3(b)	<p>The supplier shall ensure subsequent availability of spare parts for a minimum period of 15 years beyond warranty period. In case supplier intends to discontinue the manufacturer of spares or replacement parts for the equipment after period of 15 years beyond warranty period, the supplier shall,</p> <ul style="list-style-type: none"> i) immediately give notice to DMRC of such intention well in advance, not in any case less than 2 years in advance of the discontinuation date ii) furnish at no cost to the purchaser. the blue print, drawings and specification of the spare parts iii) make its best efforts to identify alternative acceptable products or alternative sources of suppliers for such items along with purchase specification and any other information for satisfactory operation of machines for their remaining life.
ITB 15.1	Amount of bid security shall be as under : INR 2.20 Million or US \$ 35,000
ITB 15.3	Modify the word "another freely convertible currency" as "INR or US Dollar"
ITB 15.3 (a)	In line five, modify number of days as "Sixty (60)".
ITB 15.3 (b)	Add the word "or Demand Draft in favour of Delhi Metro Rail Corporation Ltd. payable at Delhi"
ITB 16.1	Bid validity period shall be 180 days.
ITB 16.3	<p>Substitute this clause with the following :</p> <p>"In the case of fixed price contracts, in the event that the Purchaser request and the bidder agrees to an extension of the validity period, the bid price, if the bidder is selected for award, shall be the bid price corrected as follows :</p> <ul style="list-style-type: none"> (a) The foreign currency component of the price shall be increased by the factor (3% per annum) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of extended bid validity. (b) Similarly, the local component of the price shall be increased by the factor (6% per annum) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of

Section III

	extended bid validity.
ITB 18.2(a)	Address for submission of 'Bid Security' and 'Cost of Bid Documents' is : Executive Director/Contracts, Delhi Metro Rail Corporation, 5th floor, A-Wing, Metro Bhawan, Fire Brigade Lane, Barakhamba Road, New Delhi –110 001 India
ITB 18.5	Add the following on clause 18.5 "18.5 Telex, cable or facsimile bids shall be rejected".
ITB 19.1	Dead line for submission of bid is same as given in the Key details of IFB (Invitation for Bids).
ITB 21.2	Add the word "or Fax" in between the words "cable" and "but" in line 4.
ITB 22.1	Time, date and place for bid opening is same as given in the Key details of IFB (Invitation for Bids).
ITB 25.2	The currency chosen for the purpose of converting to a common base shall be "Indian Rupees". Source of exchange rate is BC selling market exchange rates established by State Bank of India or any other commercial bank in India. Date for exchange rate is bid opening date.
IITB-26.4	The bid evaluation will take into account the bid price quoted in accordance with ITB clause 11.2. 11.3. 11.4. 11.5 and the following, (a) Port clearance, inland transportation, insurance and other cost within the purchaser's country incidental to the delivery of goods to their final destination. (b) Delivery schedule offered in the bid (c) Deviation in payment schedule from that specified in special condition of contract. (d) Cost of mandatory spares. (e) The availability in the purchaser's country of spare parts and after sale services for the equipment offered in the bid.
ITB 26.5	Substitute these clauses as under,
ITB 26.5 (a)	In-land transportation EXW/ Port of Entry/Border Point to Shastri Park Depot (Delhi). The above cost as quoted by the bidder in price Schedule of bid will be added in bid price for evaluation. bidders shall furnish: <ul style="list-style-type: none"> • Estimated dimension and shipping weight of each package • Approximate EXW/CIF/CIP value of each package.

Section III

ITB 26.5 (b)	Delivery schedule is as given in Schedule of Requirements Section -VI A & B option (i) is selected. Adjustment shall be 0.25 percent per week or part of week treating the deliveries as per schedule of requirement for the machine. No credit will be given to earlier deliveries and bids offering delivery period beyond 4 months of stipulated delivery period for the machine will be treated as non responsive.
ITB 26.5 (c)	Option (ii) is selected. Annual interest rate shall be 6 (six) percent
ITB 26.5 (d)	Cost of spare parts option (iii) is selected. Initial period of operation is (2) Two years.
ITB 26.5 (e)	Spare parts and after sale service facility in India as stipulated in Bid Data Sheet ITB 14.3(b) and Special conditions of contract Clause 8 (d) (GCC Clause 13) if quoted separately shall be added to the bid price.
ITB 27	Domestic preference to apply.
Contract award	
ITB 31.1	Not applicable. No variation in quantities shall be done.
ITB 33.1	Add the word "FAX" between the word " cable" and to be"

Section IV

**Section IV.
General Conditions of Contract**

Section IV

Table of Clauses

1. Definitions	32
2. Application	32
3. Country of Origin	33
4. Standards	33
5. Use of Contract Documents and Information; Inspection and Audit by the Bank	33
6. Patent Rights	33
7. Performance Security	33
8. Inspections and Tests	34
9. Packing	34
10. Delivery and Documents	35
11. Insurance	35
12. Transportation	35
13. incidental Services	36
14. Spare Parts	36
15. Warranty	37
16. Payment	37
17. Prices	38
18. Change Orders	38
19. Contract Amendments	38
20. Assignment	38
21. Subcontracts	38
22. Delays in the Supplier's Performance	39
23. Liquidated Damages	39
24. Termination for Default	39
25. Force Majeure	40
26. Termination for Insolvency	40
27. Termination for Convenience	40
28. Settlement of Disputes	41
29. Limitation of Liability	42
30. Governing Language	42
31. Applicable Law	42
32. Notices	42
33. Taxes and Duties	42

Section IV

General Conditions of Contract

1. Definitions

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

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

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

Section IV

3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.
- 3.2 For purposes of this Clause. "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the Employer/DMRC

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 Not used.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, Trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

Section IV

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC**.

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destinations indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure

Section IV

to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.2 For purposes of the Contract, "EXW," "FOB," "FCA", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of **Incoterms** published by the International Chamber of Commerce, Paris.
- 10.3 Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

- 11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

- 12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Contract Price.
- 12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Section IV

- 12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up operation, maintenance, and/or repair of the supplied Goods.
- 13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

- 14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

Section IV

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC.**
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof without costs to the Purchaser other than, where applicable the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC.**
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC.

Section IV

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at anytime, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Suppliers performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification in, the original bid or later shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.

Section IV

22. Delays in the Supplier's Performance

- 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part;
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - (b) if the Supplier fails to perform any other obligation(s) under the Contract,
 - (c) if the Supplier in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause

"Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in *order* to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes

Section IV

collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure upon such terms and in such manner as it deems appropriate. Goods or Services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

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

27. Termination for Convenience

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

Section IV

- (a) to have any portion completed and delivered at the Contract terms and prices;
and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 Adjudicator:

- 28.1.1 If any dispute of any kind whatsoever shall arise between the purchase and the supplier in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, whether during the progress of the execution or after their completion and whether before or after the termination, abandonment or breach of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the adjudicator, with a copy to the other party.
- 28.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon the Purchaser and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.
- 28.1.3 The Adjudicator shall be paid a daily fee at the rate specified in the SCC plus reasonable expenditures incurred in the execution of its duties as Adjudicator, and these costs shall be divided equally between the Purchaser and the Supplier.
- 28.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Supplier agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by the Purchaser and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority specified in the SCC.

28.2 Arbitration:

- 28.2.1 If either the purchaser or the supplier is dissatisfied with the adjudicator's decision or if the adjudicator fails to give a decision within 28 days of a dispute being referred to it, then either the Purchaser or the Supplier may give notice to the other party within 56 days of such reference, with a copy for information to the Adjudicator of its intention to commence arbitration, as herein after provided, as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.
- 28.2.2 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub clause 28.2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the facilities.
- 28.2.3 Arbitration proceedings shall be conducted in accordance with the rules of procedure designated the SCC.
- 28.3 Notwithstanding any reference to arbitration herein,

Section IV

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier all monies due the Supplier.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6.
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1 The Contract shall be written in the language **specified in SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

- 31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC**.

32. Notices

- 32.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC**.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

- 33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 33.3 Sales Tax, Works Contract Tax, Service Tax, Octroi, if any, payable under Indian laws in respect of the transaction between the Purchaser and the Supplier shall be reimbursed by the Purchaser subject to production of documentary evidence, whenever applicable.

Section V

**Section V.
Special Conditions of Contract**

Section V

Special Condition of Contract

The following special conditions of contract shall supplement the general conditions of contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of contract and technical specifications. The corresponding clause number of the general condition is indicated in parentheses.

1. Definition (GCC Clause 1):

GCC 1.1 (g) the purchaser is DELHI METRO RAIL CORPORATION LTD.

GCC 1.1 (h) the purchaser's country is 'INDIA'

GCC 1.1 (i) the supplier is _____

GCC 1.1 (k) the project site is SHASTRI PARK DEPOT, DELHI METRO RAIL CORPORATION LTD. DELHI.

2. Country of origin (GCC Clause 3):

All goods and related services to be supplied under the contract shall have their origin in any source countries and of all areas.

3. Performance Security (GCC Clause 7):

Substitute clause 7.1, 7.3 (b) and 7.6 of the GCC by the following

GCC 7.1 Within 21 days after the supplier's receipt of notification of award, the supplier shall furnish performance security to the purchaser for an amount of 5% of the contract value, valid up to 60 day after the date of completion of performance obligation including warranty obligation.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended for a period of 24 months and the Performance Bank Guarantee for the proportionate value shall be extended by 60 days over and above the extended warranty period.

GCC 7.3(b) A cashier cheque or Bank's certified cheque or crossed Demand Draft or Pay Order drawn in favor of the purchaser.

GCC 7.4 The performance security shall be discharged by the purchaser and returned to supplier not later than 60 days following the date of completion of the supplier performance obligation, including any warranty obligation under the contract.

After delivery and operational acceptance of all the goods, the performance security shall be reduced to 2.5% of the contract value to cover suppliers' warranty obligation in accordance with clause GCC 15.2 and SCC 10.

Add clause 7.5 to the GCC the following.

GCC 7.5 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish amendment to the performance security, rendering the same valid for the duration of the

Section V

contract as amended for 60 days after the implementation of performance obligation including warranty obligation.

4. Inspection and Tests (GCC Clause 8):

4.1 Add clause 8.6 in GCC as under:

While inspecting the machines before dispatch from the suppliers' premises, the inspecting officer shall verify the conformity of the machine with respect to relevant technical specification provided in the bid document. Certificate of inspection and approval for dispatch shall be issued by inspecting official in format provided in relevant technical specification.

4.2 Acceptance test and Actual output and performance test shall be conducted by purchaser's nominee in INDIA at the purchaser's premises at the time of commissioning of the machine as per relevant technical specification provided in bid document.

4.3 The Supplier shall give at least four week advance notice to the nominated inspector under advice to the purchaser for deputing the inspecting personnel for various tests. The cost of inspection shall be on purchaser's account subject to other provision here under.

5. Packing (GCC Clause 9):

The following SCC shall supplement GCC clause 9.2

- a) Packing instruction: Each package will be marked on three sides with proper paint / indelible ink with the following
 - i) Name of the consignee
 - ii) Project
 - iii) Contract No.
 - iv) Country of origin of goods
 - v) Supplier's name
 - vi) Packing list reference
- b) Unloading and storage instruction: - The supplier shall furnish unloading instruction and storage instruction for each equipment.
- c) The supplier shall furnish copies of the list of contents in each package as per clause SCC 6(a) (iii) and b (iii) and a copy of the list shall also be kept inside the package. The supplier shall further, notwithstanding any exercise by the inspecting officer of the power of superintendence, be responsible for the sufficiency of the packing, marking etc. of all the supplier's equipments to ensure their delivery at destination without damage.

Section V

6. Delivery and documentation (GCC Clause 10)

a) For goods supplied from abroad:

Clause 10.1 Add the following at the beginning of the clause

“All the goods shall be shipped under the deck”.

Clause 10.3 Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable or telex or fax the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of lading, date of shipment, port of discharge etc. The supplier shall mail the following documents to purchaser with a copy to insurance company.

- (i) 5 copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and 5 copies of the negotiable, Clean, on-board bill of lading marked freight prepaid and 5 copies of non-negotiable bill of lading;
- (iii) 5 copies of packing list identifying contents of each package as per SCC 5 above;
- (iv) Insurance certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) Certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the Port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) For Goods from within India:

Upon delivery of the goods to the transporter / consignee, the supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) 6 copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- (ii) Delivery note, DMRC receipt or acknowledgment of receipt of goods from the consignee;

Section V

- (iii) 6 copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's / Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report, and
- (vii) Certificate or origin.

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

7. Insurance (GCC Clause 11):

GCC 11.1 (i) Goods offered from abroad:

The Insurance shall be for an amount equal to 110 percent of the CIF or CIP value of goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.

(ii) Goods offered from within India:

The Insurance shall be for an amount equal to 110 percent of the EXW value of the goods from "Warehouse to warehouse (final destination)" on "All Risks" basis including War Risks and Strikes.

GCC 11.3 Add GCC Clause 11.3 as under:

GCC 11.3 Should any loss or damage occur, the Supplier shall –

- a) initiate and pursue claim till settlement, and
- b) promptly make arrangements for repair and / or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

8. Incidental Services (GCC Clause 13):

The incidental services are as given below as per the grouping mentioned in GCC 13.1 and will include:

(a) Unloading, Testing and Commissioning and other arrangement:

Section V

(i) Unloading: Providing detailed instructions for unloading of the complete equipments from the ship and arrange unloading at the port of Purchaser's country and destination (Project site).

(ii) Consumables for testing and commissioning: Supply of lubricants and other consumables for the initial service period of 6 months of operation, from the date of commissioning of machines.

(iii) Commissioning: Commissioning of the machine shall be carried out on the track suitable for the purpose at Delhi. Supervision of commissioning, testing and service trials in Delhi is the responsibility of supplier and he should make appropriate arrangements. Machines shall be commissioned within 90 days of its arrival at premises of the consignee.

(iv) Supplier shall be responsible for arranging ticket, visa, permit, foreign exchange etc. for his Engineers and the Purchaser shall bear no responsibility in this regard except issuance of recommendatory letter(s) FOR ARRANGING THE VISA. The Supplier shall be responsible for paying taxes, etc. if any including income tax and surcharge on income tax as applicable to his engineers and supervisors.

(v) Testing and Commissioning charges shall be inclusive of the number of visits of Supplier's engineers and other requisites for testing and commissioning.

b) Special Tools & Equipments for maintenance:

Supply of complete kit of tools required by operator in emergency and normal working of machine as per Clause 14 of relevant technical specifications. The supplier shall demonstrate to the purchaser the satisfactory functioning of the tools and instruments.

c) Documents:

The supply of complete documentation associated with the operation and maintenance of the machines. The full documentation shall include maintenance manuals, operation manuals, training manuals /video films and service manual in 4 copies each as per technical specification clause 13.

d) Service Engineer:

(i) The supplier shall provide at his own cost the services of an experienced service engineer for at least 12 weeks in India for satisfactory commissioning and operation of machines.

(ii) After Sales Service: The supplier shall provide after sales service in terms of availability of qualified persons and require stores during commissioning and also during warranty period and technical support for availability of spare parts as referred in ITB 14.3(b).

Section V

e) Training:

A. Training in manufacturing Plant and Field Operation Abroad :-

Personnel of Purchaser / DMRC shall be given training in manufacturing plant and field operation abroad where these machines are already in operation. The supplier shall provide all facilities for the training and bear the cost of training. The cost of boarding, lodging and all the travel expenses of trainees shall be borne by the purchaser. Likely places of training should be indicated in the offer. Number of personnel to be trained and duration thereof shall be as under:

Sr. No.	Type of Machines	Total No. of personnel to be trained	Duration of Training
1	Tamping machine for track and point & crossings for B.G & S.G.	6 (in two batches)	One week for each batch

B. Training in India for operation, repair and maintenance:-

Training for personnel of DMRC shall be arranged in India on the bidder premises in case of Indian bidder and on the site of commissioning in case of foreign bidder. The training shall cover operation, repair and maintenance aspect of these machines at no extra cost. This training shall be completed before commissioning of machine. The cost of travel, boarding and lodging of the trainees shall be borne by the purchaser. Number of personnel to be trained and duration thereof shall be as under:

Sr. No.	Type of Machines	No. of personnel to be trained	Duration of Training
1	Tamping machine for track and point & crossings for B.G & S.G.	4	Four weeks

The bidder shall submit a tentative schedule for above training programme along with the bid.

9. Spare Parts (GCC Clause 14):

14.1(b)(i) Sufficient time will not be less than 2 years.

Add sub Para 14.1(b) (iii) to GCC 14.1 as under

14.1(b)(iii) "The supplier shall make his best efforts to identify alternative sources of supplies and alternative acceptable products."

Add as Clause 14.2 to the GCC the following:

Section V

GCC 14.2 “Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the machines. Other spare parts and component shall be supplied as promptly as possible but in any case within six months of placement of order and opening of the Letter of Credit.”

10. Guarantee / Warranty GCC (Clause 15):

GCC 15.2 Warranty provisions mentioned in 15.2 are amended as under

- a) The supplier shall be responsible for any defect / failure of equipment supplied due to defective design, material or workmanship up to the period of 24 months from the date of taking over the machine after successful commissioning or 36 months from the date of shipment of machine whichever is earlier. The supplier shall replace / repair all such equipment during the warranty period at his own expenses. The replaced / repaired equipment shall be warranted for 24 months from the date of commissioning after repair / replacement.

Further, should any design or material modification is required to be made in any part of the equipment, the modified part should be warranted for 24 months and the period of 24 months will commence from the date when the modified part is commissioned in service.

- b) Tools kit for emergency and normal working of machine: The warranty for the tools kit required by the operator in emergency and for normal working of the machine to be supplied shall not expire before 12 months from the date of demonstration of satisfactory functioning of these tools to the purchaser.
- c) Spares: The warranty for the maintenance spares to be supplied shall not expire before 36 months from the date of shipment to the purchaser.

Substitute Clause 15.4 of the GCC by the following:

GCC 15.4 “The DMRC shall promptly notify to the supplier the occurrence of the defect / failure of the machine. Upon receipt of such notice, the supplier shall within 72 hours take action to repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts / goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts / goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected / replaced material shall be extended to a further period of 24 months.

Section V

GCC 15.5 Add to the end of GCC 15.5

Liquidated Damages for failure to remedy the defect in Warranty period:-

GCC 15.5.1 Supplier shall be liable to pay the Liquidated Damages as per the conditions laid in this clause and sub-clauses. The Liquidated Damage, under this clause, shall be applicable only during warranty period as per Clause 15.2.

Liquidated Damages against Down Time for supplied machine:-

- (i) All replacement and repairs that the purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered and performed by the supplier within 30 days promptly and satisfactorily, by borrowing, if necessary the components from the spares as may be available with the purchaser.
- (ii) However, the supplier shall also maintain their own bank of spares at the places, to be decided mutually with the purchaser, to ensure timely replacement / repairs of defective equipment under warranty obligations.
- (iii) In case, any machine is rendered unserviceable due to failure under warranty for more than 30 days due to non-availability of replacement / warranty spares or any other reason covered under warranty obligations, the supplier shall be liable to pay a Liquidated Damages of 0.03% of the contract value of the machine per two weeks for the entire down time period from Day one. The Liquidated Damages shall be levied for every 2 weeks or part thereof beyond 30 days subject to the maximum of 2% of total contract value of the machine during the warranty period. The machine shall be considered 'unserviceable' from the time it is declared unfit for normal service till it is certified fit for use.
- (iv) Any spare part borrowed from the purchaser shall be replaced within 2 months failing which a Liquidated Damage as would have been applicable for the down time of a basic unit shall be applicable.

11. Payment (GCC Clause 16):

11.1 Substitute Clause 16.1 of the GCC by the following:

GCC 16.1 Payment shall be made in the currency or currencies, specified in the Contract in the following manner.

GCC 16.1.1

1. Payments:

(a) Stage I Payment for machines :

10 (ten) percent of the total value of the contract after

Section V

- Signing of Contract &
- Submission of a bank guarantee for equivalent amount valid for 60 days beyond the expected date of supply of goods.

Where the Contract Price is composed of a combination of currencies, the payment shall be made and the Bank Guarantee shall be furnished in the same combination and in the same proportion of currencies.

The Stage I payment bank guarantee shall be, at the Supplier's option in the form of Bank guarantee from:-

- A Nationalized / Scheduled bank in India; or
- A foreign bank operating in India under the approval of the Reserve Bank of India; or
- A foreign bank located in any eligible country counter guaranteed by a Nationalized/Scheduled Bank of India.

The term "Scheduled Bank" means any bank in India registered with and operating under the approval of the Reserve Bank of India.

The format of the bank guarantee shall be in accordance with the form of Bank Guarantee for Advance Payment included in Section VIII Form – 5 of the Bidding Documents; other formats may be permitted, subject to the prior approval of the Purchaser.

(b) Stage II Payment for machines:

80 (eighty) percent CIP/EXW value of the relevant portion of the contract price for the machine on inspection and proof of dispatch and on submission of documents listed at Para 4 below.

(c) State III Payment for machines:

10 (ten) percent CIP/EXW value of the equipments shall be paid within 30 days of the issue of commissioning certificate by the nominated officer of DMRC. The machine shall be commissioned within 90 days of its arrival at the premises of consignee. If commissioning is delayed beyond 90 days for no fault of supplier, the stage III payment will be released.

(d) Payment for Spare Parts, Special Tools and Instruments:

- (i) 90 (ninety) percent CIP/EXW value of the relevant portion of the Contract Price for spares shall be paid on inspection and proof of dispatch & on submission of the documents listed in para 4 below.
- (ii) 10 (ten) percent of the CIP/EXW value of spares shall be paid on receipt of material and issue of acceptance certificate by Purchaser.

Note: Appropriate forms given in section VIII shall be used by the Purchaser for issuing acceptance certificates for release of various stage payments to the Supplier.

Section V

2. Payments of Sales tax:

Payment for Sales Tax, works Contract Tax, Service Tax, Octroi :

Payment in respect of Sales tax, as legally leviable subject to SCC Clause 19.1, shall be made in Local Currency in the following manner:

On delivery EXW at Site: Full payment on presentation of the Supplier's invoice in three (3) originals, Goods Consignment Note supported by Challan / Supplier's Dispatch Advice duly acknowledged by the Consignee.

3. Mode of Payment:

(i) (A) All foreign currencies payments (excluding Stage I payment, reimbursement of taxes, agency commission, local transportation etc.) shall be made through a commercial bank under Special commitment procedure (Form 1931) of World Bank covering a commercial bank's irrevocable L/C against invoices and documents as specified for different stages of payment and as per delivery schedule given in Section VI (b) "Schedule of requirement" of Bid document.

(B) All local currencies payments for the above (supply of equipment and spares only) shall be made through a commercial bank's irrevocable L/C against invoices and documents as specified for different stages of payment and as per delivery schedule given in Section VI (b) "Schedule of requirement" of Bid document.

(C) Stage I Payment:
Payment as aforesaid shall be made to the supplier by the Purchaser against irrevocable bank guarantee of equivalent amount valid from the date of the advance payment received by supplier and valid for 60 days beyond the expected date of supply of machine.

(D) Payment of reimbursement of taxes, agency commission, local transportation etc. shall be made to be supplier directly by the Purchaser against documentary evidence wherever required.

Payments through irrevocable L/C shall be subject to the latest Uniform Customs and Practice for documentary credit, of the International Chamber of Commerce.

(ii) For advanced payment against Bank guarantees, the bank guarantee shall be issued by a Scheduled Indian Bank or a foreign bank located in India in the format enclosed at section VIII Form - 5. The guarantees issued by other banks should be confirmed by a scheduled Indian Bank or a foreign bank operating in India.

(iii) The advance payment security shall be reduced in proportion to the value of equipment supplied and paid for to the supplier from time to time and shall automatically become null and void when the full amount of advance payment has been recovered.

Section V

- (iv) The LC will be confirmed at Supplier's cost if requested specifically by the Supplier.
- (v) IF LC is required to be extended / reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.
- (vi) Payment through single L.C. for payment to individual a/c's of JV partners will be permitted provided Lead Partner makes such request in offer, submits sharing agreement & indicates in the offer as to into which a/c and for what portion of the contract the payment is to be made. All bills are to be certified by the Lead Partner of JV in such a case.

4. List of documents to be submitted along with the bill:

- a) Documents listed at SCC Clause 6(a) and (b)

and

- b) Supplier's certificate that the amounts in the invoice are correct in terms of the Contract and that all terms and conditions of the Contract have been complied with for all the payments;
- and

In case of balance payments in respect of goods after receipt and acceptance by the consignee.

- c) Goods Consignment Note supported by Challan / Supplier's Dispatch Advice duly acknowledged by the Consignee (nominated officer of DMRC).
5. For direct payment by the Purchaser, if payment is delayed beyond 60 days after submission of invoice with full documents as given the Clause 11 of SCC, then the Purchaser shall pay an interest @6% p.a. for the period of delay beyond 60 days.

12. Prices (GCC Clause 17):

Fixed Price, Price adjustment not applicable.

13. Sub –Contracts (GCC Clause 21):

Add at the end of sub-clause 21.1 of the GCC the following:

The Supplier shall ensure that sub contracts are awarded only to reputed and well proven vendors having appropriate ISO quality certification. Sub-contract shall be only for bought out items and assemblies.

Section V

14. Liquidated Damages (GCC Clause 23):

GCC Clause 23.1.1 for delays in supply:

The applicable rate is 0.50% per week or part thereof for the delayed deliveries related to supplies of goods as per schedule of requirement and the Maximum Deduction is 10% of contract price for delays.

For warranty defects and non fulfillment of Functional Guarantee, the applicable rates are as given in SCC Clause 10 (GCC 15.5).

Maximum deduction is 10% of the contract price towards warranty defects and non-fulfillment of Functional Guarantee.

15. Settlement of disputes:

GCC Clause 28.1.3:-

“Adjudicator” fee shall be Rs. 5000 per day plus boarding, lodging & travel expenses reimbursable as per actuals.

GCC Clause 28.1.4:-

The appointing authority for the adjudicator shall be The Secretary General of The Institution of Engineers (India).

Add GCC Clause 28.4 to 28.7 as under:

28.4 Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the following provisions:

Each dispute submitted by a party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- a) Where the parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Secretary General, Institution of Engineers, India, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Secretary General, Institution of Engineers, India shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

Section V

- b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- c) If, in a dispute subject to Clause 28.3(b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

28.5 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996 of India.

28.6 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

28.7 Miscellaneous

In any arbitration proceedings hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Delhi.
- (b) the English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

16. Governing Language (GCC Clause 30):

GCC 30.1 The governing language shall be English

17. Applicable law (GCC Clause 31):

GCC 31.1 The applicable laws shall be that of Union of India.

Section V

18. Notices (Clause 32):

GCC 32.1 The following shall be the address of the Purchaser and Supplier

Purchaser's address for notice purposes:

Delhi Metro Rail Corporation Ltd.
(A Joint Venture of Govt. of India & Govt. of Delhi)
Metro Bhawan, Fire Brigade Lane, Barakhamba Road,
Delhi 110001
India

Supplier's address for notice purposes:

19. Taxes and Duties (Excise, Customs, Service tax, VAT, DVAT, CST etc.) (GCC Clause 33):

19.1 A. Service Tax:

The Bidders are also to note that as per Notification No. 25/2012 - Service Tax dated 20.06.2012, under section 93(1) read with section 66(B) of the Finance Act, services by the way of construction, erection, commissioning or installation of original works pertaining to railways including monorail or metro are exempted from the whole of the service tax leviable thereon. The Bidder shall examine to make his own assessment in regard to service tax liability in the Contract. No separate service tax reimbursement will be made by DMRC, unless there is a change in service tax rules.

B. Custom Duty [(Countervailing Duty (CVD, Additional CVD, Cess Etc)]:

This project being phase – III project, concessional customs duty is applicable. As DMRC project is covered under Project Import Chapter 98.01 of section-XXI of Custom Tariff Act,1975 according to which only concessional custom duty is payable. The bidder should avail this benefit.

As regards registration under Project Import, after the award of the contract, DMRC at the written request of a contractor shall facilitate the contractor for obtaining sponsoring / recommendation letter from the Ministry of Urban Development for getting themselves registered for

Section V

availing Project Import benefits. The responsibility to avail the concessional benefits under Project Import shall solely rest with the contractor, however all necessary assistance will be provided.

C. Change in Taxes/Duties:

If there is any change in Service Tax, Customs Duty, Countervailing duty or SAT. The same shall be reimbursed & bill shall be prepared accordingly by the supplier.

D. DVAT :

DVAT Form-16 of the contractor for the relevant period / periods along with detailed statement in DVAT Form-20 & copy of Challans in regard to deposit of tax.

No documents with regard to Custom and Excise duty will be required to be submitted.

In view of above, the bidders are advised to quote the price inclusive of all central/state/local taxes, duties, levies, cess and all other incidental charges required to fulfil the tender conditions including statutory deduction viz., TDS towards Income Tax / Works Contract Tax etc.

19.2 The price quoted by the bidders should take into account the credit availed on inputs under the CENVAT Credit Rules, 2004. The bidder should also state quantum set offs in respect of duties on inputs (as admissible under law), that is being totally and unconditionally passed on to the purchaser, in the prices quoted per unit of the item.

In the event of additional CENVAT credit being extended by the Govt. of India, to cover items ordered against present tender, the same shall be passed on to the purchaser. The bill for payment should accompany the following certificate:-

a) We hereby declare that no additional CENVAT benefit has accrued to us beyond what has already taken into account while submitting our offer & incorporated in the rates shown in the contract.

b) We hereby declare that the additional CENVAT benefit of Rs.....per machine/Unit has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the purchaser & the bill has been prepared accordingly.

Section V

- 19.3 For indigenous supply, tender shall quote their rates on final destination basis. Evaluation of offers will be made on FOR destination. Firm shall mention address of their establishment from where they will raise tax invoice as if bidder mention it from Delhi/New Delhi and ask for DVAT, it will be considered zero as the DVAT is reimbursable for Delhi Metro.
- 19.4 Certificate for claiming exemption before clearance of the goods, required to be issued by DMRC, shall be issued by DMRC.

20. Local Conditions

- 20.1 It will be imperative on the bidder to fully acquaint him-self of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign bidder should familiarise him-self with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and other related laws in force in India. The purchaser shall no entertain any request for clarifications from the bidder regarding such local conditions. No request for the change of price, or time schedule, of delivery of stores shall be entertained after the offer is accepted by the Purchaser.

Section VI

Section VI.

Schedule of Requirement

Section VI

Section VI A

Schedule of Requirement

S. No	Brief description	Unit	Quantity	Delivery Schedule	Remarks
A1	Dual Gauge (Broad Gauge and Standard Gauge) "On-Track Tie Tamping Machine" for plain track as well as point & crossings and SEJ	Nos.	01 no.	As given in Section VI B	
A2	Mandatory spare parts for maintenance of above machines for 2 years.	Set	01 set as per bidders list	As given in Section VI B	

Section VI

Section VI B

Delivery Schedule

S. No	Brief description	Quantity	Delivery Schedule	Bid Security
1	Dual Gauge (Broad Gauge and Standard Gauge) "On-Track Tie Tamping Machine" for plain track as well as point & crossings and SEJ along with mandatory spares for maintenance of machine for 2 years Item A-1 and A-2 of Schedule of requirement.	01 no.	Machine complete along with mandatory spares within 24 months of signing of contract.	Rs. 2.20 Million US \$ 35,000

Section VI

Section VI B Delivery Schedule

Note-1: - The final destination of delivery shall be as under

S. No	Type of machine	No. of machine	Consignee (Final destination)	
1	Dual Gauge (Broad Gauge and Standard Gauge) "On-Track Tie Tamping Machine" for plain as well as point & crossings and SEJ along with mandatory spares for maintenance of machine for 2 years	01	machine & its spares	Deputy General Manager/Track Shastri Park Depot, Delhi

Note-2: Goods to be supplied from abroad shall be quoted on CIP, Delhi. In addition, the FOB price shall also be indicated

Note-3: Goods manufactured or fabricated within India shall be quoted on EXW (ex factory, ex works, ex warehouse or off the shelf, as applicable) basis, and shall be inclusive of all costs as well as duties and taxes including excise, customs duty, sales tax and other taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities.

Note-4: Sales Tax and other taxes in respect of direct transaction between the purchaser and the Supplier (Service tax, works contract tax, octroi, if any) shall not be included in the Ex-works price but shall be quoted separately.

Note-5: Purchaser shall be responsible and be liable only for payment of custom duty and other import taxes on the CIP component of the goods including spares, tools etc. to be supplied from abroad.

Note 6: The Purchaser, as an importer, shall furnish promptly necessary clarifications and documents as may be required to be furnished by the supplier for the purpose of customs clearance.

Section VII.
Technical Specification

Section VII

Technical Specification for On Track Dual Gauge Tie Tamping Machine (Compatible for Broad Gauge -1676 mm and Standard Gauge -1435 mm)

1. General:

- 1.1 With the mechanization of track maintenance activities on DMRC Track, machines are required for spot and continuous tamping of concrete sleepers on plain track and on turnouts. These machines have to be very sturdy and suitable for heavy duty operation to tamp the modern concrete sleepers, turnouts and plain track with concrete sleepers.

The machine would be suitable for the tamping BG (1676 mm gauge) Track normally and SG (1435 mm gauge) track with change of wheel bogie sets for and other accessories supplied along with tamper. The Machine should be capable of tamping plane track as well as turnouts both for BG as well SG

- 1.2 The technical specifications have been drafted to reflect the performance and quality requirements of the machine in a neutral manner without bias to any specific manufacturer. Bidders are requested to carefully study the specification and assure that their machine fully comply therewith. If a bidder feels that his machine can substantially meet the performance and quality requirements of the machine but does not fully satisfy a particular system specification, he should mention the same in the statement of deviation from the specifications, giving the details how the functional requirements are going to be met with.

- 1.3 The bidder shall specify the make/model offered and furnish a detailed technical description of the same. System/ Subsystem of the working mechanism of the machine as per Para 3.0 in particular and all the items of the specifications in general shall be described in detail in the "technical description" along with sketches to show the manner in which the requirements of the specifications are accomplished by the machine (model) offered.

- 1.4 Photograph of the type of the machine offered, in working mode shall be enclosed with the offer. These shall also show the close-ups of various working assemblies/ systems and the full machine. The bidder shall furnish a video cassette/compact disc showing the working of machine in real time under field condition.

2. Dimensional and operating requirement:

- 2.1 The diesel powered self propelled machine shall be of latest design, robust, reliable and suitable for working on the DMRC plain track, transition and curved track upto 10° on broad gauge(1676 mm) and 15° on standard gauge (1435 mm). It should be at least four axles / two bogies type basic tamping machine for tamping of plain track as well as points and Xing, with workmen area/cabin. The machine shall be provided with end- cabins at either end and be capable of being driven from these cabins at full speed in travel mode. Additional working cabin shall be provided to facilitate the view of working areas during working. The design and dimensions of the machine and components shall be to metric standards. Quality assurance during manufacturing shall be as per ISO-9001.

- 2.2 Distance between bogie pivots shall be such as to avoid excessive rail stresses during lifting/ lining. Calculations may be submitted.

- 2.3 The profile of the machine longitudinally and in cross section during transfer as self propelled vehicle or towed in train formation shall be within the DMRCs Schedule of Dimensions – 1676mm gauge (BG) and Schedule of Dimensions of SG – 1435 mm, with the latest corrigendum and upto

Section VII

date correction slips issued. The Schedule of Dimensions is given in **Annexure-A, B&C**. The bidder shall submit sketches of the machine in plan and shall give calculations for moving dimensions on 10° on broad gauge (1676 mm) and 15° on standard gauge (1435 mm) curve to show the extent of lateral shift at the ends, centre and any other relevant cross sections. It shall be ensured that the machine does not cause infringement while moving on a 10° on broad gauge (1676 mm) and 15° on standard gauge (1435 mm) curves either on elevated or tunnel portion of DMRC.

- 2.4 Adequate clearance shall be allowed so that no component/part shall infringe the minimum clearance of 102 mm from rail level while travelling.
- 2.5 The axle load of the machine shall be less than 17 tones for BG and 16 tones for SG track.
- 2.6 It shall have a minimum wheel diameter of **860 mm** (new wheel profile). However, lesser diameter up to 730 mm (new wheel profile) can also be considered provided rail wheel contact stresses for 90 UTS rails are within permissible limits. Forged wheels to DMRC's profile as per (**Annexure-G**) shall be provided on the machine. The worn out wheel diameter based on the criteria of rail wheel contact stresses for various maximum axle loads are as under:

Maximum Axle load (tone)	Minimum worn out wheel diameter
17.0	700mm
16.5	680mm

- 2.7 It shall be capable of negotiating curves up to 15° curvature (120 m radius) on SG and 10° curvature (175 m radius) on Broad gauge, super elevation up to 150 mm and gradients up to 3% in travel mode in BG track and 4% in travel mode in SG track. The supplier shall specify the minimum attainable speed under the above limiting conditions, which in any case should not be less than 40 Kmph on track gradients of 3% on BG and 4% on SG track.
- 2.8 It shall be capable of continuous operation during the varying atmospheric and climatic conditions encountered throughout the year in India. The range of climatic conditions is as follows:
- Ambient temperature : (-) 5°C to 55° C
 - Altitude : 700 m above mean sea level
 - Humidity : 20% to 100%
 - Maximum rail temperature : 70° C
 - Environment condition : Dusty with industrial pollutants

All the system components on the tamping machine shall be covered by roof or other suitable covering so that no water leakage occurs in the system & components of the machine during rains and the machine is able to work continuously even during rains.

- 2.9 During transfer from one station to another, it shall be capable of travelling at a speed of 40 kmph in either direction when travelling on its own power without any adverse effect on machine's driving mechanism, on a track with 3% gradients and curve up to 10 degree on BG track and 4% gradients and curve up to 15 degree on SG track. Since the machine is likely to cover long distances on their own power, the travel drive system should be robust to sustain these requirements during the life of the machine without any break down/failure. It shall be possible to drive the machine in both directions at the same speed.

Section VII

- 2.10 The machine as well as all its accessories shall be capable of working without requiring power block in electrified sections. 25KVA current is used for traction over DMRC through an overhead wire at vertical distance as per schedule of dimensions as attached in **Annexure – A to C** In underground section of 25 KV rigid OCS, the height is restricted to 4.318 m, however it will not work in tunnel. It will be used for only transfer from one line to other line.
- 2.11 The machine or its any part shall not infringe the adjoining track as per DMRCs Schedule of Dimensions – 1676mm gauge (BG) and Schedule of Dimensions of SG – 1435 mm, with the latest corrigendum and up to date correction slips issued, during work, opening and closing of work and while travelling. It shall be possible to permit trains at full speed on the adjacent track during moving as well as working. Minimum spacing of tracks is 3.90 m in Broad Gauge (1676 mm) and 3.50 m on Standard Gauge (1435 mm).
- 2.12 The machine shall be equipped with pneumatically operated block brakes acting on all wheels. The machine shall be equipped with a mechanically operated parking brake. All operations for work and travel shall be controlled from spacious fully enclosed cabins. End cabins shall permit unobstructed view in both directions.
- 2.13 Diesel tank fuel capacity should be such that it can continuously work for about 8 hours and travel run up to 150 km.

3. Working Mechanism:

- 3.1 The machine should be capable of tamping plain track for spot attention as well as points and X-ings and other miscellaneous track locations, handling of P. way material including rails, sleepers, switches & X-ings, their stacking on the material platform. It shall be capable to tamp effectively the special track locations such as level crossing, SEJ portion, Bridges, Glued joint, curve locations etc.
- 3.2 The machine shall be capable of automatic lifting, leveling, lining and tamping of track to achieve the laid down track geometry standards, with proper packing for various kind of track structures.
- 3.3 Separate split head tamping unit shall be provided for each rail, each unit comprising of tamping tools operated hydraulically. Each of the two halves of the tamping units should be able to be lowered and put into action separately from the other. Additionally, both halves of the unit should be able to be displaced laterally and tamping tools to be in swiveling design. The tamping units shall be provided with necessary arrangements for lateral shifting to adjust them on the rails in curves and turnout. Since the machine is predominantly to be used for spot attention and tamping on such spots may be required to be done without any general lift, the tamping system should be capable of giving effective tamping at spots and correct the track geometry even when no general lift is given. This should be possible to tamp complete points and crossing.
- 3.4 Tamping units shall also be adjustable from operator's seat for tamping of slanting sleepers in one operation. Tamping action shall be based on vibratory squeeze principle with tamping tools operating under the same pressure but independent of one another.
- 3.5 Amplitude and vibration frequency of the tamping tools shall be such that durable compaction under the sleeper is achieved. The values of amplitude and vibration frequency under the optimum compaction and method to measure these should be specified by the bidder.
- 3.6 The squeezing action shall stop automatically after the tamping tools encounter the resistance

Section VII

from the ballast to the pre-selected squeezing pressure. The pressure shall be variable so that it can be adjusted according to ballast conditions.

- 3.7 The lifting system shall be such that the track can be lifted without bearing on the ballast. It shall be possible to lift track up to 150 mm in one go depending on the requirement. While working on track with no limitation of space, the lifting system should hold the rail continuously rather than releasing and re-lifting the rail at every tamping cycle. To ensure easy lift at all locations the machine should be provided with lifting hooks and lifting rollers both or any similar device capable of lifting the track as mentioned above.
- 3.8 The free rail length between the two bogies should be long enough to permit the track lifting upto 150 mm in one go, having 60 kg rails on concrete sleeper, without excessive stresses in the rail or on the lifting mechanism.
- 3.9 The machine shall be provided with automatic leveling equipment which will permit correct leveling of the track and points & X-ing including provision of super elevation along with tamping.
- 3.10 The machine shall be fitted with automatic lining equipment capable of carrying out lining simultaneously with leveling. It shall be possible to adjust the lining unit longitudinally depending upon the position of sleepers and fittings etc, in the turnout. If required, the machine shall be able to slew the track up to 150 mm in one go.
- 3.11 The machine shall be able to achieve the following tolerance:
- | | | |
|-------------|---|-----------------------|
| Unevenness | : | + 1 mm on 3.6 m Chord |
| Cross level | : | + 1 mm |
| Alignment | : | + 2 mm on 7.2m Chord |
| Twist | : | 1 mm/m |
- 3.12 The machine shall be capable of carrying out on plain track, automatic lifting, leveling, tamping and lining of 1000 sleepers in an hour of working. When tamping turnouts, it shall be capable of tamping one 1 in 12 turnout complete with 10 sleepers on straight portion on the approaches of the turnouts in an hour of working. While working on points and crossings it should be possible to lift 3 rails at a time.
- 3.13 The machine shall be capable of automatic leveling, lining and tamping of turnouts with CMS and built up crossing of angles 1 in 8.5 (Eight and half), 1 in 12 in Broad Gauge and 1 in 7, 1 in 9 in Standard Gauge Track laid on concrete sleepers without dismantling the turnout without causing excessive stresses in rails, sleepers and rail-fastenings.
A calculation should be submitted to show this.
- 3.14 **The machine shall be capable for tamping of Turnout sleepers by 3-Rail lifting unit.**
- The machine shall be equipped with an automatic 3-rail lifting device for executing an additional lift in the branching track in the area of the long sleepers of the turnouts to avoid overstressing of the fastenings of the track from which the machine is operating. The mechanism shall be such that the lifting of the other track is carried out synchronously and the lifting operation is cut off automatically when desired or when the specified lift is reached. Depending on the direction of work of the tamping machine, the 3-rail lifting device shall be used on the left or the right hand side of the machine next to the combined lifting and lining unit. The 3-rail lifting device shall not take support on the ballast or the sleepers.
- 3.15 **The machine shall be capable to work when the track geometry is not known.**

Section VII

The machine shall be equipped with a computerized unit for the over-all control of leveling and lining in all possible track geometries.

This system shall automatically carry out all required adjustments in case the design data of the track are known, respectively where track geometry data are unknown it shall be possible to determine the correction values by making a measuring run with subsequent geometry compensation of the recorded data considering obligatory points and constraints of lifting and lining etc. The system shall be so designed that for working on tracks with predefined target geometry, the standard track geometry data as well as correction values can be entered prior to work either directly on system or via USB or CD ROM. Interactive processing of the target profile by the operator shall be possible. Track parameters shall be displayed in graphic as well as text form on a colour monitor. It shall be possible to guide the lifting and lining system of the machines continuously and automatically by this unit. The software shall be window based. The hardware shall be sturdy for operation under conditions of shock, vibration, dust, electromagnetic influences from outside and interruption of power supply. The unit shall have adequate memory to cover minimum 100 km track length to keep records of works performed, new track geometry obtained and enable transfer of the data via USB or floppy disk as required.

During work all necessary adjustment values for the lining and for the leveling system shall be continuously and automatically calculated and fed into the system.

- 3.16 The machine shall be capable of tamping, lifting and lining up to 60 Kg/m long welded rails, short welded rails and fish-plated track with rails laid on pre-stressed concrete sleepers. The normal sleeper spacing in different track structures on DMRCs is 55 cm to 75 cm.
- 3.17 The ballast depth ranging from 300 mm to 350 mm shall be effectively compacted having zone of influence of tamping confined to app. 150 mm layer below the bottom of sleepers. There shall be provision for step-less adjustment of the depth of tamping tools to suit different type of sleepers. The maximum depth of concrete sleeper is equal to 210mm. At deep screening or at renewal site it shall be possible to undertake tamping up to 300 mm or more in layers by tamping of first 150 mm layer followed by filling of ballast and tamping of another top 150 mm layer.
- 3.18 The bidder may be required to show the working of his machine under field conditions for which the names of countries where such a demonstration is feasible shall be given.
- 3.19 The working cabins of the machine shall be air-conditioned. However, the electronic equipments shall be so designed that it shall be able to work without air conditioning under the climatic conditions described in Para no. 2.8 of the specification.
- 3.20 Machine driving controls must be at both extreme ends of the machine for operation.
- 3.21 The unit must be capable of travelling and tamping under the following track conditions:
 - (i) Maximum grade 3% in BG and 4% in SG Track
 - (ii) Maximum curve 10° in BG and 15° in SG Track

4. Diesel Engine:

- 4.1 The machine shall be powered by diesel engines preferably indigenous with proven record of service in tropical countries with wide service network in India. Robust construction and low maintenance cost are of particular importance. Adequate allowance shall be made for de-rating of diesel engine under the most adverse climatic conditions mentioned in the specification

Section VII

elsewhere.

- 4.2 The supplier shall furnish the details of diesel engine and its controls to assess its conformity with the engines already operating on track machines on DMRCs. If the machine-design incorporates an engine not already operating with the purchaser, the model of the engine is liable for change as per the technical requirements and the maintenance logistics with the purchaser after technical negotiations with the supplier. Nothing extra shall be payable on this account.
 - 4.3 High speed diesel oil to Indian standard specification shall normally be used. A minimum fuel tank capacity sufficient for continuous operation for eight hours will be desirable.
 - 4.4 Sight glass type fuel measuring gauge shall be provided on the fuel tank.
 - 4.5 For starting the engine, storage batteries of well known indigenous make with wide service network in India shall be provided. The engine shall normally be push button start type.
 - 4.6 Since the engine is to work outdoor under extreme dusty conditions, the air intake system shall be designed suitably so as not to allow dust through air intake system.
 - 4.7 There is a likelihood of dust deposition over the engine body and surrounding area over the lubricants spills over. These should be easy to access for daily cleaning and routine maintenance. In case, air cooled engines are proposed by the supplier, maintenance equipment for cleaning and maintenance of the air cooling fins shall be provided by the supplier along with the machine.
 - 4.8 The engine parameter monitoring gauges like temperature, rpm, and lub. Oil pressure shall be direct reading type mounted on the engine backed up by electrical/mechanical gauges in the operator's cabin showing the absolute readings along with safe limits suitably colored. There shall be audiovisual warning (safety mechanism) to the operators in case of any of these parameters exceeding the safe limit and engine shut down circuit in case of operator's failure to respond.
 - 4.9 Suitable and rugged mechanism should be provided to start the prime mover at minimal load and gradual loading after the start of the prime mover. A fail safe clutch mechanism, if required may be provided to meet this requirement. The engine shall be mounted on suitable Anti-Vibration Mountings.
- 5. Driving Mechanism:**
- 5.1 The machine should be provided with an efficient traction drive system for traction during the operation. It shall be equipped with separate power train circuits for high speed travelling in travelling mode and slow cyclic movement in working mode.
 - 5.2 The driving mechanism for travel drive should be rugged to perform satisfactorily during the life cycle of the machine. The machine's driving system shall be through hydro-dynamically / hydraulic coupled power/transmission arrangement capable of achieving full speeds in travel mode in both the directions. However, the system should be so designed that all the driving wheels work in synchronization and there is no slippage/skidding of the wheels during the work drive.
 - 5.3 The driving mechanism, in working mode, shall be adequately designed to handle the acceleration and braking forces at each tamping cycle. A suitable synchronization circuit to control the synchronization of lifting/lining/tamping process with the machine drive/braking system in working mode shall be provided to prevent any damage to the machine systems on account of non-synchronization.

Section VII

- 5.4 Suitable differential systems may be provided between coupled wheels on the same bogie.
- 5.5 Suitable flow divider/throttling arrangement may be provided to equalize the tractive effort amongst different bogies. Adequate gauges shall be provided to indicate the power sharing among different driving bogies to prevent overstressing of any traction bogie or its components.
- 5.6 The supplier shall provide the necessary technical details including circuit diagrams to confirm the above requirements.
- 5.7 Adequate gauges (flow meter) and solenoid valves shall be provided near linkage assembly, for indication, flow control and carrying out necessary adjustment in the field.
- 5.8 To the extent possible hydraulic and pneumatic component/assembly should be fixed at suitable location preferably on the side frame of the machine so as to avoid the need of going on top of the machine for day-today maintenance schedules.

6. Cooling System:

- 6.1 The cooling system shall be efficient and designed for a maximum ambient temperature of 50°C. Supplier shall note that the machine shall be working under extreme dusty conditions and the cooling mechanism shall be maintainable under these conditions.
- 6.2 Adequate heat transfer arrangement for the hydraulic system shall be designed and provided so that under extreme heat conditions as mentioned in 2.8 above, the system oil temperature does not go beyond 85°C.

7. Brakes:

- 7.1 The emergency braking distance (EBD) of the machine on the DMRC Track, at the maximum design speed shall not be more than approximately 600m. In this regard necessary design calculations for the braking effort and EBD at the maximum design speed of the machine should be provided by the supplier as per **(Annexure-F)**.

8. Horn and Safety switches:

- 8.1 The equipment shall be provided with electric/pneumatic horns/hooters facing outwards at each end of the machine at suitable locations to warn the workmen of any impending danger at the work spot or from oncoming train. The horns shall be distinctly audible from a distance of at-least 400 m from the machine.

These electric horns/hooters shall be operated by means of push buttons provided near the both side exit gates on the machine. The lookout man sitting on the machine should be able to have clear view on the adjacent track so that he can operate the electric horn/hooters to warn the staff working on/around the machine about approaching train on adjoining track. Adequate numbers of safety stop switches should be provided all around so that in case of any danger to worker during working, the working can be stopped immediately.

- 8.2 Safety equipments like jacks, pullers, tirfor and other such equipments specific to the machine for restoring failed units of the machine during working shall be provided on the machine.
- 8.3 Machine shall be provided with emergency backup system to wind up the machine in the event of

Section VII

failure of prime mover or power transmission system of the machine. The emergency backup system should be able to be operated manually also.

9. **Hooks and buffers:**

The machine shall be fitted with hooks and buffers of DMRC approved design as per (**Annexure-H**) on both ends for coupling the machine with other vehicles in case of towing or moving with other vehicles. The DMRC vehicles are provided with Sharfen Berg (Shaku type buffers) on both ends. The coupler and the under frame should withstand 100 t of tensile load without any permanent distortion.

10. **Suspension System**

The suspension system shall be preferably of two-stage type with suitable spring and damping arrangement. Springs for primary and secondary suspension shall be designed to cater for actual service conditions. Effective measures shall be adopted to minimize the weight transfer while starting, stopping and during runs. Any other proven design of similar suspension may be accepted provided it meets the functional requirements of speed and ride quality mentioned elsewhere in this specification.

11. **Electric equipment and lighting:**

The electrical equipment to be provided shall conform to relevant standard specifications and shall be suitable for Indian climatic conditions. The machine shall be equipped with twin beam headlight assembly, conforming to RDSO specification no. ELRS/SPEC/PR/0024 revision – 1, September, 2004 with the latest amendments ensuring a light intensity of 3.2 lux at ground level at track centre at a distance of 305 mts. away on a clear dark night, at each end and with two front and rear parking lights, which can be switched to red or white according to the direction of the travel. Powerful swiveling floodlights shall also be provided to illuminate the working area sufficiently bright for efficient working during night. The amber color flasher lights shall be provided on both ends of the machine to give indication for the train arriving on other line about any impending danger.

12. **Cabins:**

- 12.1 The machine shall be equipped with fully enclosed and pressurized cabins with safety glass windows at both ends as well as in middle and working cabin shall be air conditioned. In view of the high ambient temperature prevailing in India, special attention shall be paid to free circulation of air and ventilation in the driver's cabin. However, the electronic equipments shall be so designed that it shall be able to work without air conditioning under the climatic conditions described in Para 2.8. It shall be possible to have a clear view of the track ahead while driving the machine in both the directions from the cabins at either end. The cabin layout shall be such that, before leaving the machine, the operating staffs has full view on both the sides, to avoid any danger to them from trains on the adjacent track. Additional driver's cabins shall be provided if the view while driving is not clear for safe travel in both directions.
- 12.2 The gauges, instruments and controls shall be suitably located in the operator's cab so that they can be observed without undue fatigue to the operator.
- 12.3 The operator's cabin shall be ergonomically designed to have easy access to all the controls. The operator shall have a full view of the working area from the operating seat to have a full

Section VII

control over the work.

- 12.4 Screen wipers preferably operated by compressed air or electrically operated shall be provided on the windscreens on both sides.
- 12.5 Suitable number of fire extinguisher (dry chemical type) shall be provided in all the cabins.
- 12.6 The machine shall be provided with well designed adequate space for keeping the tools and spares required for onsite repair of the machine to attend the breakdowns and other working requirements.
- 12.7 The cabins shall have intercommunication system.

13. Chassis and under-frame:

- 13.1 The chassis shall be of standard welded steel sections and of steel sheets, so as to permit transportation of the machine in train formation without endangering safety of the train. The under-frame shall be constructed with rolled steel section and/or plates and shall be designed to withstand a maximum static squeeze test load of 200 tones without any permanent distortion. The under frame shall be sufficiently robust for safe travel of the machine in train formation and not necessarily as the last vehicle.
- 13.2 The Machine should be capable of its conversion from Broad Gauge to Standard Gauge and vice versa. It shall be compatible for working on both, Standard and Broad Gauge. The supply of on Track Tamping Machine will include all such accessories, parts such as Axle/wheels/bogie sets etc. for use of Machine on both the gauges. The system shall be cable of transportation of the machine/sub assemblies by road to different locations for use on Broad Gauge/Standard gauge corridors. Road transportation arrangement shall be done by DMRC.

14. Tools and Instruction Manuals:

- 14.1 Each machine shall be supplied with a complete kit of tools required by the operator in emergency and for normal working of the machine. The list of tools to be provided shall also include all tools necessary for maintenance and repair of the entire machine including specialized equipment. All special tools shall be listed and catalogued illustrating the method of application.
- 14.2 Detailed operating manual maintenance and service manual, user manual indicating capabilities of machine, prepared in English language and three copies of each of the same shall be supplied with each machine.
- 14.3 The supplier shall also supply circuit diagrams of electrical, hydraulic, pneumatic and electronic circuits used on the machine. Trouble shooting diagram/table shall also be supplied. In addition, the supplier shall provide dimension drawings with material description of items like rubber seals washers, springs, bushes, metallic pins etc., main features such as type, rpm & discharge etc of items like hydraulic pumps, motors and such other bought out components/assemblies shall be furnished by the bidder.
- 14.4 The bidder shall along with his offer, submit the list of tools, manuals, circuit diagrams and other technical literature/drawings in English language to be supplied alongwith each machine as above, for operation, servicing, maintenance, assembly overhauling, periodic overhauling and troubleshooting guides/manuals. The list can be modified to suit the purchaser's requirement, while examining the offer.

Section VII

- 14.5 While offering the machine for first inspection, the supplier shall submit three copies of complete technical literature in English language including operation, service and maintenance manual/instructions and complete electrical, hydraulic & pneumatic circuit diagrams, trouble shooting charts, component drawings/description and other relevant technical details so as to maintain master copies of these documents in DMRC Institutions and a reference documents for the inspecting officer.
- 14.6 The firm shall provide detailed technical drawings and specifications of wheels and axles used in the machine along with detailed code of procedure for ultrasonic testing of wheels and axles of all types. The above details shall be provided in four sets.
- 14.7 One portable welding plant of reputed make (preferably made in India) with a minimum 10 KW/7KW capacity along with sufficient cable or lead shall be provided with the machine for day to day repairing of machine and its wearing parts.

15. Spare parts:

- 15.1 The expected life of components shall be advised along with their condemning limits. The machine shall be supplied with the necessary spare parts for the operation and maintenance of the machine for a period of 24 months i.e. working for about 2000 hrs. During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfill his obligations during the DLP. The bidder along with the offer shall furnish required spare parts details in a separate list indicating description, part number, quantity, cost, whether imported or indigenous and their source of supply (OEM details). The bidder should also indicate the consumable spares and mandatory spares in two separate lists. The supplier shall be responsible for the subsequent availability of spare parts to ensure trouble free service for the life of the machine (15 years). For indigenous parts and bought out components and assemblies, the source of supply and other relevant technical details shall be supplied.
- 15.2 For indigenous parts and brought out components and assemblies, the source (original equipment manufacturers reference and part no.) and other relevant technical details shall be supplied while offering the machine for inspection.

16. Maker's test certificates:

Copies of maker's certificate guaranteeing the performance of the machines should be supplied in duplicate along with the delivery of each machine or each sub-system.

17. Operators:

The number of operators and allied staff for working of the machine under normal working condition may be indicated, specifying their duties and minimum qualifications.

18. Optional Equipment:

Bidder is expected to quote for optional equipment separately for each item giving the advantages/functions of such optional equipment. Bidder shall also indicate whether such equipments are already in use on machines elsewhere indicating the user other material/railway system.

Section VII

19. Guarantee:

In addition to the **clause 26** of the special conditions of contract dealing with warranty, the following will apply. Should any design modification be made in any part of the equipment offered, the period of 24 months would commence from the date of the modified part is commissioned in service for the purpose of that part and those parts which may get damaged due to defects in the new replaced part. The cost of such modification should be borne by the supplier.

20. Inspection of the Machine:

While inspecting the machine before dispatch from the supplier's premises, the inspecting officer shall verify the conformity of the machine with respect to individual specification as above. The machine's conformity /nonconformity with respect to each item shall be jointly recorded before issue of the inspection certificate and approval for dispatch of the machine as per **Annexure-I** enclosed.

21. Service Engineers:

The contractor shall provide at his own expense the services of competent engineers during the warrantee period for warrantee related issues. The service engineers shall be available for the commissioning of the machine for regular service, and for training to the operating, repairing and maintenance staff of the machine. The engineers shall also advise the DMRC on appropriate maintenance, testing, operating, repair and staff training facilities that are necessary for the efficient performance of the machines. The warrantee period for this clause is 24 months from commissioning of the machine.

22. Acceptance Test:

- 22.1 In addition to verification of the various items of specifications covered earlier the purchaser's nominee shall carry out the following tests in India at the purchaser's premises at the time of commissioning of the machine. The pre-commissioning tests shall be completed and the machine shall be commissioned within 90 days of its arrival at the premises of the final consignee.
- 22.2 The Dimensional check of loading gauge, i.e. maximum moving dimensions, buffer heights, clearances, length of machine bogie distance etc.
- 22.3 Testing for negotiability 10° curve and 1 in 8.5 turnout in Broad Gauge(1676 mm) 15° and 1 in 7 turnout in Standard Gauge(1435 mm).Operations is to be demonstrated in ballasted track of main line and depots of SG and BG
- 22.4 Running speed tests on the DMRC main line track on the first machine in accordance with procedure outlined in **Annexure-D** with the machine running upto speed 10% higher than the maximum speed mentioned in Para 2.9 above.
- 22.5 Construction and engineering of the machine and its ability to perform all the functions as laid down in the specification.
- 22.6 **Actual output and performance test:**

Section VII

The general conditions of tests shall be as follows:

- a) Machine crew shall be either trained personnel of DMRC or the staff of the supplier.
- b) Dry weather, ambient temperature between +5°C to + 50°C.
- c) Plain Track on horizontal and vertical curve of minimum 1000 m radius.
- d) Straight track with gradient up to 4 per thousand.
- e) Rails and sleepers in good conditions and properly fastened.
- f) Concrete sleepers.
- g) Clean ballast cushion of minimum 150mm in sufficient quantity below the bottom of the sleepers and generally not cemented.
- h) LWR track.
- i) Regular sleeper spacing of 60/65 cm with a tolerance of + 3 cm on straight track.
- j) Formation good.
- k) General lift up to 20mm.
- l) Maximum slew up to +10 mm.

22.7 Should any modification be found necessary as a result of the tests, these shall be carried out by the supplier at his own expenses.

23. Issue of Provisional Speed Certificate:

Whenever a new rolling stock is introduced in DMRC, a provisional speed certificate is issued by RDSO/other agencies based on certain design parameters of the vehicle. Final speed clearance of the vehicle is given after conducting detailed oscillation trials of the vehicle, which is a time taking process. Therefore, issue of provisional speed certificate for the vehicle becomes a necessity and based on the same the approval of running of the vehicle on DMRC track is taken from Commissioner of DMRC Safety. For issue of provisional speed certificate, following actions are required to be taken by the suppliers.

a) Current supplier, who's models are approved :

The supplier shall give details of the model, year of introduction in DMRC or any Metro or Railway organization, details of speed certificate issued etc. The supplier shall certify that no change has taken place in the model being offered with respect to design of undercarriage i.e. suspension system/ arrangement, wheel & axle assembly, bogie braking arrangement loading pattern of the vehicle etc and the distribution of axle loads, lateral forces, unstrung mass and braking force coming on rail is the same if, there is any change in above respect, the action shall be taken as detailed in Para (b) below.

b) Supplier & whose models are not approved/ or new:

As soon as the supplier completes the design of the machine as per specification, the technical details as per **Annexure-E (a) & (b)** shall be supplied for processing of provisional speed certificate for the machine so that it can be permitted to move on track on case- to – case basis, more technical details (other than mentioned in **Annexure-E (a) & (b)**) can also be asked for issue of provisional speed certificate for the machine.

Section VII

Technical Specification Checklist

S. No.	Specification		
	Description	Details	Compliance (Yes/No) (Values)
1	Tamping Capability	Capable for spot and continuous tamping of concrete / other sleepers on plane track and turnouts. Machine should be very sturdy and suitable for heavy duty operation to tamp the modern concrete sleepers of plain as well as turnouts track by using telescopic arm for third rail lifting.	
2	Dimension & Weight	The profile of the machine longitudinally and in cross section during transfer as self propelled vehicle or towed in train formation shall be within the DMRC Schedule of Dimensions –1676mm (BG) and 1435mm gauge (SG) with the latest corrigendum and up to date correction slips issued. The maximum moving dimensions are shown in SOD of DMRC in Annexure-A to C of tender document with other requirements.	
3	Tamping Principle	Based on vibratory squeeze principle with tamping tools operating under the same pressure but independent of one another. Temping pressure should be adjustable from machine cabin. The machine shall be provided with end- cabins at either end. It should be capable of being driven from these cabins at full speed in travel mode and equipped with parking brakes.	
4	Working Methods	One chord, 3-point and 4-point lining method of working. Capable to work both in design and smoothing modes.	
5	Technology	Should be the state of art equipment with microprocessor control which enhances the lifting, levelling & lining measurement systems and the sequence of operations during work execution.	
6	Power Supply	The machine shall be powered by diesel engines preferably indigenous with proven record of service in tropical countries with wide service network in India. Robust construction and low maintenance cost are of particular importance. The machine as well as all its accessories shall be capable of working without requiring power block in electrified sections.	
7	Electronic System	Separate D.C. supply for starter, lights, signals, and control systems.	
8	Driving Mechanism	The machine should be provided with an efficient traction drive system for traction during the operation. It shall be equipped with separate power train circuits for high speed travelling in travelling mode and slow cyclic movement in working mode.	
9	Cabins	The machine shall be equipped with fully enclosed and pressurized cabins with safety glass windows at both ends and working cabin shall be air conditioned.	

Section VII

10	Lights	Head and tail lights as per railway regulation.	
11	Horn and Stop button	Should have Electronic horns and engine stop buttons operated from outside or inside cabin.	
12	Brakes	The machine shall be fitted with the airbrakes and provision shall be made to connect air brake system of the machine to that of camping coach when the machine is hauling it.	
13	Hooks and buffers	The machine shall be preferable fitted with hooks and buffers of DMRC design Sharfen Berg (Shaku type) on both ends for coupling the machine with other vehicles and running it in train formation. (Attached at Annexure-H)	
14	Cooling System	The cooling system shall be efficient and designed for a maximum ambient temperature of 50°C. Supplier shall note that the machine shall be working under extreme dusty conditions and the cooling mechanism shall be maintainable under these conditions.	
15	Suspension System	The suspension system shall be preferably of two-stage type with suitable spring and damping arrangement. Springs for primary and secondary suspension shall be designed to cater for actual service conditions.	
16	Chassis and under-frame	The chassis shall be of standard welded steel sections and of steel sheets. The under-frame shall be sufficiently robust for safe travel of the machine in train formation without endangering safety of the train.	
17	Wheel Profile	Wheel profile should be as per DMRC drawing no. 8/RS/5006 (RDSO Sketch No 91146)- (Attached at Annexure-G)	
18	Tools and Instruction Manuals	Each machine shall be supplied with a complete kit of tools required by the operator in emergency and for normal working of the machine.	
19	Spare parts	The expected life of components shall be advised along with their condemning limits. The machine shall be supplied with the necessary spare parts for the operation and maintenance of the machine for a period of two years i.e. working for about 2000 hrs.	
20	Ambient Temperature Range	- 5°C to 55° C	
21	Maximum Rail Temperature	20° C	
22	Humidity Range	20 – 100% RH	
23	Maker's test certificates	Copies of maker's certificate guaranteeing the performance of the machine should be supplied in duplicate along with the delivery of machine.	

Section VII-A

(Reference to clause 13.3(d) of ITB)

1. (i) Qualification Criteria

The bidder shall be a manufacturer, who has designed, manufactured, supplied, erected and commissioned following number of machines of similar type and capacity in any one of the last 3 years which are in successful operation for 1 year on date of bid opening.

S. No.	Type of track machine	Number of track machine supplied in any one of last 3 years.
1.	“On-Track Tie Tamping Machine” of similar type and capacity, capable of Tamping plain track as well as point & crossing and SEJ.	1 no.

The bidder must be in business of manufacturing track machines similar to that specified in schedule of requirement during the last 3 years prior to bidding

- (ii) Bidder who meet above requirements except for successful operation for 1 year can also participate in bidding provided they have valid ongoing collaboration agreement (under which quantity mentioned in (i) above has been manufactured) with a manufacturer who in turn fully met the criteria specified as (i) above provided the bidder furnishes along with the bid a legally enforceable undertaking jointly executed by himself and the collaborator for satisfactory design, manufacture, erection, commissioning and performance of the equipment offered including all warranty obligation as per General and Special Conditions of contract.
- (iii) Bids of bidders quoting as authorized representative of a manufacturer, meeting with the above requirement in full, can also be considered provided-
- (a) the manufacturer furnishes a legally enforceable authorization in the prescribed form assuring full guarantee and warranty obligation as per GCC & SCC and
 - (b) The bidder as authorized representative has supplied, installed and satisfactorily commissioned and provided after sale services for at least one machine as specified in schedule of requirement in any one of the last 3 years, which must be in satisfactory operation for at least one year on the date of bid opening.
2. The bidder should furnish a brief write up, backed with adequate data, explaining his available capacity (both technical and financial) for manufacture and supply of the required machines, within specified time of completion, after meeting all their current commitments.
3. Notwithstanding anything stated above, the purchaser reserves the right to assess the bidders capabilities and capacity to execute the contract satisfactorily before deciding

the award

Note: If an agent submits bids on behalf of more than one manufacturer, unless each bid is accompanied by a separate bid form for each bid and a bid security when required for each bid and authorization from respective manufacturer, all such bids will be rejected as non responsible

Section VIII.

Contract Forms

Table of Forms

Forms	Page No
Form-1 Bid Form and Price Schedule.....	82-83
Form-2.1 Form of Bid Security (Bank Guarantee).....	85
Form-2.2 Form of Bid Security (Bank Guarantee) for Bond.....	86-87
Form-3 Contract Form.....	88
Form-4 Performance Security Form.....	89
Form-5 Bank Guarantee Form for Advance Payment.....	90
Form-6 Manufacturer's Authorization Form.....	91
Form-7 Declaration regarding Deemed Export Benefits.....	92

Section VIII

Form-1
Bid Form and Price Schedules

Date: _____
Loan No: _____
ICB No. _____

To *[Name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Section VIII

Price Schedule for Goods Offered from Abroad (Group C Bids)

Name of Bidder: _____ ICB No.: _____ Page of _____

Dual Gauge (Broad Gauge and Standard Gauge) “On-Track Tie Tamping Machine” for plain track as well as point & crossing and SEJ.

1	2	3	4	5	6	7	8
Item	Description	Country of Origin	Quantity	Unit price ² FOB or FCA port or place of loading (Specify port or place) ¹	Unit price ² CIF port of entry (Specify port) or CIP named place (Specify border point or place of destination)	Total CIF/CIP price per Item (Col. 4 x 6)	Unit price ² of inland delivery to final destination and unit price of other incidental service ³
A-1	Dual Gauge (Broad Gauge and Standard Gauge) “On-Track Tie Tamping Machine” for plain track as well as point & crossing and SEJ confirming to technical specification provided in the bid document.		01no.				
A-2	Mandatory spares parts for maintenance of above machines for 2 years.		As per bidders list 01 set				

1. Optional but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
2. Currencies to be used in accordance with clause 12 of the instructions to Bidder.
3. Optional but in accordance with Clause 11.2(b)(iv) or (v) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder: _____

Note: - In case of discrepancy between unit price and total, the unit price shall prevail.

Section VIII

Price Schedule for Goods Offered from within the purchasers country (Group A and Group B Bids)

Name of Bidder: _____ ICB No.: _____ Page of _____

Dual Gauge (Broad Gauge and Standard Gauge) “On-Track Tie Tamping Machine” for plain track as well as point & crossing and SEJ.

1	2	3	4	5	6	7	8	9
Item	Description	Country of Origin	Quantity	Unit price ¹ EXW per Item	Cost of local labour, raw material and component ² (Percentage of Col. 5)	Total price EXW per Item (Col. 4 x 5)	Unit price ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if contract is awarded
A-1	Dual Gauge (Broad Gauge and Standard Gauge) “On-Track Tie Tamping Machine” for plain track as well as point & crossing and SEJ confirming to technical specification provided in the bid document.		01 no.					
A-2	Mandatory spares parts for maintenance of above machines for 2 years.		As per bidders list 1 set					

1. Currencies to be used in accordance with Clause 12 of the Instruction to Bidder. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture of assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex ware house, ex showroom, or off-the-shelf. These factors should not be entered separately.
2. Indicated as a percentage of the EXW price.
3. Optional and only when required in accordance with clause 11.2 (a) (iii) and (IV) in the Instructions to Bidders and the related provision in the Bid Data Sheet.

Signature of Bidder: _____

Note:- In case of discrepancy between unit price and total, the unit price shall prevail.

Section VIII

Form-2.1
Form of Bid Security (Bank Guarantee)

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that [Name of the Bidder] (hereinafter called "the bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No..... ICB number ("the ICB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the ICB: or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder: or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____ [Signature(s)]

Seal of Bank

Note: In case of JV state "Joint Venue consisting of M/s. _____ and M/s. _____"
(State Names of all JV partners here).

Section VIII

Form-2.2
Form of Bid Security (Bank Guarantee Bond)

[Purchaser should insert this form in the bidding document **only if alternative language of ITB 15.3 is used in the Bid Data Sheet** (Section III 15.3)]

BOND NO. _____

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of surety]*, **authorized to transact business in** *[insert name of country of Purchaser]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[insert amount of Bond]* (*).*[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the _____ day of _____, 20__, for the supply of *[insert name and/or description of goods]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (2) refuses to accept the correction of errors in its Bid Price in accordance with the Instructions to Bidders; or
- (3) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity;
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and affect up to and including the date 30 days after the date of expiration of the Bid validity as stated in the Invitation to Bid. Any demand in respect of this Bond should reach the surety not later than the above date.

Section VIII

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of ____ 20 __.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

()The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency.*

Section VIII

Form-3
Contract Form

THIS AGREEMENT made the ____ day of _____ 20 _____ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

Section VIII

Form-4
Performance Security Form

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[Reference number of the contract]* dated _____ with you, for the supply of *[description of goods]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we *[Name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the _____ day of _____, 2_____,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded

[Signature]

Seal

* In case of joint venture please state "Joint Venue consisting of M/s & M/s "(Please state names of all JV partners.)

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either *in* the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

² Established in accordance with Clause 7.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Section VIII

Form-5
Bank Guarantee Form for Advance Payment

_____ *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Purchaser]*

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[Reference number of the contract]* dated _____ with you, for the supply of */description of goods* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Supplier, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (_____) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number _____ at _____ *[name and address of Bank]*.

This guarantee shall expire, at the latest, upon our receipt of copy(ies) of _____³, or on the day of _____, 2 _____, ⁴ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that _____ date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

³ Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected. (See SCC 6.)

⁴ Insert the delivery date stipulated in the original delivery schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

* In case of joint venture please state "Joint Venue consisting of M/s&

Mrs " (Please state names of all JV partners)

[Signature(s)]

Section VIII

Form-6
Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against ICB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Section VIII

Form-7
(Name of the Project)
(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address): To
(Name of the Purchaser)

Dear Sir,

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever compensate us.
2. We are furnishing below the information required by the Purchaser for issue of Project Authority/Payment certificate in terms of the Export and Import Policy of the Government of India:

(A) (i) Value of import content of supply* to be made by the Bidder Rs. _____
(exchange rate one US\$ = Rs. _____)

(B) (i) Name of the sub-contractor, if any, and whose name is to be included in the main Contract. _____

(iii) Description, quantity and value of the goods to be supplied by the above sub-contractor. Description _____
Quantity _____
Value (Rs.) _____

(iii) Value of Import content of supply to be made by the sub-contractor Rs _____
(exchange rate one US\$ = Rs. _____)

(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)

Date: _____
Place: _____

(Signature) _____
(Printed Name) _____
(Designation) _____
(Common Seal) _____

* attach a list, item wise, indicating the value of each.