

DELHI METRO RAIL CORPORATION LIMITED

TENDER NO. DMRC/CO/ST/PUR/01.11.442

FOR SUPPLY OF AFC STATION SERVERS

TENDER DOCUMENT

NOTICE FOR INVITATION TO TENDERERS

INSTRUCTION TO TENDERERS

FORM OF TENDER

CONDITION OF CONTRACT

SCHEDULE OF REQUIREMENT

ANNEXURES (1 to 10)

DELHI METRO RAIL CORPORATION LIMITED

1ST Floor, Metro Bhawan,

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

NOTICE FOR INVITATION TO TENDERERS

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DELHI METRO RAIL CORPORATION LIMITED

TENDER NO. DMRC/CO/ST/PUR/01.11.442

FOR SUPPLY OF AFC STATION SERVERS

NOTICE FOR INVITATION OF TENDER

DATE OF ISSUING OF TENDER DOCS : 15/11/11

LAST DATE & TIME OF SUBMISSION OF OFFERS : 19/12/11 at 15.00 Hrs.

DATE & TIME OF OPENING OF : 19/12/11 at 15.15 Hrs.

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

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

DELHI METRO RAIL CORPORATION LTD.

Our Ref :

Date :

TO

FROM

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

TENDER NO. DMRC/CO/ST/PUR/01.11.442

FOR SUPPLY OF AFC STATION SERVERS

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

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

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

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

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

INSTRUCTIONS TO TENDERERS

100 GENERAL INSTRUCTIONS

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

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

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

200. COMPLIANCE WITH TECHNICAL SPECIFICATION

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

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

300. DELETED

400. QUALIFYING REQUIREMENTS OF TENDERERS

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

He is licensed manufacturer or authorized channel partner of OEM, who regularly manufactures the item, offered and has adequate technical knowledge and practical experience. In case of Channel Partner he should submit certificate from OEM in respect of its services, product and warranty which the tenderer is going to quote with respect to tender.

402. DELETED

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

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

500. EARNEST MONEY/TENDER GUARANTEE

501. Earnest Money/Tender Guarantee for amount as stipulated in the "Notice of Invitation of Tender" shall accompany each tender. The Earnest Money/Tender Guarantee shall be any one of the following alternative forms subject to the approval of the Purchaser:

- a. A crossed Bank Draft/pay order/banker's cheque in favour of the "Delhi Metro Rail Corporation Ltd," from a Nationalized Indian Bank or from a reputable scheduled commercial Bank.
- b. An irrecoverable Bank Guarantee of any Nationalized Indian Bank or from reputable scheduled commercial bank in favour of "Delhi Metro Rail Corporation Ltd." in the format attached (Annexure-3).

502. If the validity of the offer is extended at the request of the purchaser, the Earnest Money/Bank Guarantee covering the extended period shall also be furnished, failing which of the offer after expiry of original validity period shall not be considered by the purchaser.

502. No interest will be payable by the Purchaser on the Earnest Money/Tender Guarantee.

503. The Earnest Money/Tender Guarantee deposited is liable to be forfeited if the tenderer withdraw or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

504. The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (clause-0900 of the conditions of contract) is furnished.

505. If the successful tenderer fails to furnish a Contract Performance Guarantee as specified in clause 0900 of the Condition of Contract, then the Earnest Money shall be liable to be forfeited by the Purchaser.

503. The Earnest Money of all unsuccessful tenderers will be released when the contract is placed with the successful tenderer, but within 30 days of tender award.

506. Any tender not accompanied by Earnest Money in one of the approved forms given in clause 501 shall be summarily rejected.

600. SUBMISSION OF OFFERS

601. All offers shall be either type written neatly in indelible ink.

“This is a Two Packets Open tender. Tenderers has to submit their offer in two different packets. One packet will be for technical bid and another packet will be for financial bid.

(i) Technical bid will be opened on due date (as per Notice for Invitation of Tender). This packet must contain

- a) Tender guarantee (EMD) in original,
- b) Technical bid,
- c) Documents related to qualifying requirement of the tenderer.
- d) List of Technical and Commercial Deviation (if any) as per format given in Annexure – 5 & 6 along with the undertaking that all the deviations have been listed and priced in the financial offer and deviations not priced will be treated as Null and Void.

(ii) Financial bid will be in the separate sealed envelope, which will contain:
Price bid as per format of the Tenderers financial offers as given in tender document as Annexure – 1 (A) for indigenous supply and Annexure – 1 (B) for foreign supply.

602. **Financial bid** will be opened in the presence of bidder only when tenderer’s bid qualifies technically and in case tenderer’s bid disqualifies technically, tenderers financial bid will be returned in sealed intact condition.

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

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

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

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

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

608 The envelope containing the offer should be sealed and marked “OFFER FOR TENDER NO.....OPENING DATE..... TIME.....Hrs”. Apart from the offer to be submitted as detailed above, no copy of the offer should be sent to other offices either at New Delhi or elsewhere.

609 Offers shall be as per the Instruction to Tenderers and “Conditions of Contract” given in the Tender documents. However the tenderer shall indicate his acceptance or otherwise against each clause and sub clause of the Instructions to Tenderers and “conditions of Contract”. For this purpose, the tender shall enclose a separate statement (Annexure 5, 6) indicating only the deviations from any clause or sub clause of the Instructions to Tenderers and “conditions of Contract”, which he proposes with full justification for such

deviations. The Purchaser, however reserves the right to accept or reject these deviations and his decision thereon shall be final.

610 Deleted.

611 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.

612 The tenderer should avoid ambiguity in his offer e.g. if his offer to his standard sizes, lengths dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as 'standard lengths' etc. should be avoided in the offer.

(a) The tender was given a breakdown of the prices in the manner and details called in for statement of prices as given in Annexure-1.

700. PRICE BASIS AND INDEMNITY

701. Foreign tenderer shall quote his prices on the basis of FOB nearest port of shipment having facilities to handle the same and Sea freight & inland haulage charges up to ICD, Tuglakabad, New Delhi, INDIA. During the validity of Contact purchaser can convert purchase order on C&F basis. Foreign offers received with out indicating the sea freight & in-land haulage charges upto ICD, Tuglakabad, New Delhi will be loaded with highest freight element received against the tender to arrive at same platform for evaluation.

702. The terms FOB & C&F etc shall be governed by the rules prescribed in the current edition of INCOTERM 2000, published by international chamber of commerce, 38 Cours Albert Ist, 75008 Paris, France.

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

704. Currency of Payment

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

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

800. INSURANCE

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

802. In the case of indigenous offers, purchaser shall not arrange for any transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition in destination. Where the tenderer intends to insure the goods, he may

arrange for it himself and pay insurance charges. Insurance charges should be indicated by the tenderers separately in their offer and same shall be paid on the submission of documentary evidence by the tenderers. The consignee will advise the tenderer within 45 (forty five) days of the arrival of goods and it shall be responsibility of the tenderer to lodge the necessary claim on the carrier and or insurer and pursue the same. The tenderer shall, however at his own cost replace/ rectify the goods lost/ damage to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.

803. In case of import of the machine, although the insurance shall be paid by the

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

900. OPENING OF TENDERS BY PURCHASER

901 Employer will open the tenders, including withdrawals and modifications in the presence of tenderers' designated representatives who choose to attend, at the time, date, and location as stipulated.

902 All tenderers or their representatives must bring with them an authority letter on the letterhead of the tenderer or their Indian Agent (as the case may be) duly signed by competent authority to attend the tender opening. Failing to which they will not be allowed to attend the opening of the tenders at DMRC.

903 Envelopes marked "WITHDRAWAL" shall be opened first and the name of the Tenderer shall be read out. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.

a. The Tenderers' names, the Tender Prices, including any alternative Tender Price or deviation, any discounts, tender modifications and withdrawals, the presence (or absence) of tender security, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. No tender shall be rejected at tender opening except for late tenders.

b. Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

904. Preliminary Examination of Tenders

a. The Employer will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Tenderer does not accept the correction of errors, its tender will be rejected & EMD will be forfeited.
- c. The Employer may waive any minor informality, nonconformity or irregularity in a tender that does not constitute a material deviation, whether or not identified by the Tenderer in Annexure 5, 6 to its tender, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical and commercial evaluation.
- d. Prior to the detailed evaluation, the Employer will determine whether each tender is of acceptable quality, is complete and is substantially responsive to the tendering documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms and conditions.

1000. EVALUATION OF THE OFFERS

- 1001. During tender evaluation, the Employer may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted.
- 1002. The tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable tender in the interest of the Purchaser, as specified in the specification and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.
- 1003. Purchaser will convert all tender prices expressed in the amount in various currencies in the tender prices as payable, to the local currency of Purchaser's country at the B.C selling market exchange rate established by corporation bank of India.
- 1004. Also if a tenderer request for a variation in the payment terms stipulated in the General Conditions of Contract and if such variation is acceptable to the Purchaser, the same would be evaluated at an interest rate of 12% per annum for all earlier payments for the purpose of comparison with other offers.
- 1005. Generally, the quotations are required for delivery FOR destination indicating the break up FOR station of dispatch, the supplier shall agree to book the goods freight pre-paid and cover the freight element through the bill. Where, however, the supplier does not agree in his quotation to book the goods freight pre-paid and claim freight element subsequently, the quotation shall be loaded with the additional freight element i.e. the surcharge payable, for comparative evaluation.
- 1006. For overseas supply, evaluation of offers will be done on CIF + 1% landing charges + custom duty on (CIF + 1%) basis. Insurance charges will be loaded @0.25% of C&F value.

1007. For supply of stores evaluation of offer's will be done on FOR DMRC's site within Delhi basis inclusive of all.
1008. The offers received from indigenous tenderers should indicate clearly the rate of ED, CST/ST etc. as leviable on particular item. In case concessional duty or taxes are applicable, the tenderer should quote accordingly. However, if the tenderer state in his offer that ED, CST/ST etc. will be charged as prevailing at the time of supply, then while working out F.O.R destination rates for comparison, the highest rate applicable will be loaded on the offer. Similarly, if concessional rate of ED, CST/ST or any other levy is applicable due to lower turnover, the highest applicable rate will be taken for the evaluation of F.O.R destination rates unless the tenderer confirms in the offer that any increase in the ED, CST/ST or other levy due to increase in the turnover will be absorbed by the tenderer itself.
1009. Based on the prices quoted by the firm in price schedule lowest acceptable bid will be determined in the interest of employer. Though clearance from customs etc. including payment of custom duty & other related charges shall be the responsibility of employer, for the sake of comparison this evaluation will include in CIF price, the custom duty & other related charges to importation intend transportation charges etc.

1100. **HIGHER PRICE FOR EARLIER DELIVERY**

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

1200. ACCEPTANCE OF TENDER

1201. The purchaser may accept a tender for a part of whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.
1202. The Purchaser reserves the right to increase or decrease the quantity up to 25% of the quantity offered by the successful tenderers are bound to accept the increase or decrease in the tendered quantity up to 25% under this clause at the time of placement of contract or during the currency of the contract. While operating this clause the quantity shall be rounded off to the next whole no.
1203. Acceptance of tender will be communicated by Cable, Telex, Telegram, Express Letter or formal acceptance of tender. In case where acceptance is indicated by Cable, Telex, Telegram, Express Letter or formal acceptance of tender will be forwarded to the Contractor as soon as possible, but the Cable, Telex, Telegram, Express Letter should be deemed to conclude the contract.

1300. EFFECT AND VALIDITY OF OFFER

1301. The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action and claim,

against the Purchaser for rejection of offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.

1302. The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred and eighty) calendar days from the date set for opening of tenders.

1303. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the Tenderer. While the offers are under such consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers the offers have been opened.

1400. GENERAL

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

1500. LAST DATE OF RECEIPT OF TENDERS

1501 The offers complete in all respects should reach the Delhi Metro Rail Corporation Ltd, New Delhi, INDIA, not later than 1500 hrs. on the date specified in the "Tender Invitation."

1600. CHECK LIST

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

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

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

FORM OF TENDER

1. **CONTRACT CONDITIONS :**

1. Amount of Performance Guarantee (CoC Sub-Clause 900) : **10% of the Contract Price as in COC.**
2. Liquidated Damages (CoC Sub-Clause 1302) : As in COC
3. Warranty (CoC Sub-Clause 2800) : As in COC
4. Earnest Money/ Tender Guarantee : **Earnest Money/ Tender Guarantee of INR 1,22,600/- (Indian Rupee One Lakh Twenty two thousand Six hundred only) or USD 2452.00** in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized/Scheduled Commercial Bank/from a reputed commercial bank of tenderer country having branch in India in favour of Delhi Metro Rail Corporation Ltd., payable at New Delhi or as mentioned in Instruction to Tenderers (Clause 500) is required along with the offer.
5. Delivery Schedule : 4 weeks from the date of placement of Purchase Order.
6. Contractors Name & Address** :
7. Employers Name & Address : Delhi Metro Rail Corporation Ltd.
1ST Floor, Metro Bhawan,
13, Fire Brigade Lane,
Barakhamba road,
New Delhi-110 001
Fax No: 011-23418413
8. Contract Period : As per Schedule of Requirement.

2. **UNPRICED ITEMS**

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

3. **TERMS OF PAYMENT**

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

CONDITION OF CONTRACT

100. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

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

111. "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
112. The "Purchaser" means the Delhi Metro Rail Corporation Ltd.
113. "Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof;
114. "Site" means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
115. "Stores" means the goods specified in the contract, which the Contractor has agreed to supply under the contract;
116. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
117. "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "schedule of Requirements", hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specifications, drawings and "Schedule of Requirements") and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Purchaser;
118. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in contract: -
- i. the consignee at his premises; or
 - ii. where so provided, the interim consignee at his premises; or
 - iii. a carrier other person named in the contract for the purpose of transmission to the consignee ; or
 - iv. the consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
119. "Writing " or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal, as the case may be .
120. Word in the singular includes the plural and vice-versa.
121. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

122. The heading of these conditions shall not affect the interpretation or construction thereon.
123. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, 1872 or the General Clauses act, 1897 as the case may be.
124. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.
125. "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
126. "Employer" means the person named as such in the Tender Data Sheet and includes the legal successors or permitted assigns of the Employer

200. CONTRACT DOCUMENTS

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

300. SEVER ABILITY

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

400. TIME FOR COMMENCEMENT AND COMPLETION

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

500. CONTRACTOR'S RESPONSIBILITIES

501. The Contractor shall design, manufacture, deliver and carry out defect liability period obligation (including associated purchases and/or subcontracting) with due care and diligence in accordance with the Contract.
502. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

503. The Contractor shall comply with all laws in force India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

600. CONFIDENTIAL INFORMATION

601. The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

602. The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

603. The obligation of a party under the Clauses above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

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

700. PARTIES

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

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

including any loss which the Purchaser may sustain on account of such purchase. The provision of clause 1300 shall apply to every such purchase as far as applicable.

800. CONTRACT

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

900. PERFORMANCE/ADVANCE GUARANTEE BOND

901. Deleted
902. Deleted
903. Deleted

904. Performance Guarantee

905. After an advance acceptance of tender is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the preform attached (Annexure 7) from a Nationalized Indian Bank/Schedule commercial bank within 15 days from the receipt of the advance acceptance/placement of Contract. of the tender by the Contractor for an amount equivalent to 10% of the value of the contract (including excise duty P&F charges, freight & sales tax, VAT etc.).
906. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in the clause 905, and the bond is accepted by the Purchaser, liquidated damages, as provided in clause 1302 for the period delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce the clause 1302.
907. If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser: -
- i) to recover from the Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the government or any other person contracting through the Purchaser or otherwise however, or

- ii) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 1302 shall apply as far as possible.
908. On the performance and completion of the contract in all respects the performance Guarantee Bond will be converted into warranty guarantee bond & will be returned within 3 months after completion of warranty guarantee period
909. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the Performance guarantee Bond as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
910. The Performance Guarantee Bond shall remain in full force and effect during period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the material at consignee's works & later on warranty guarantee period, and shall in the first instance be valid until 90 days beyond the contract period before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
911. As and when an amendment is issued to the contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended and up to twelve months beyond the extended delivery date.
912. The Performance Guarantee Bond and or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the collector under section 32 of the Indian Stamp act, 1899 for adequacy of the stamp Duty, by the contractor.

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

1000. TAXES AND DUTIES

1001. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.

1100. DELIVERY

1101. The Contractor shall deliver free or F.O.R, at the place detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

1102. Notwithstanding any inspection and approved by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on the Purchaser until the stores have been received, inspected and accepted by the consignee.

1103. in case of foreign contracts:

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

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

1200. NOTIFICATION OF DELIVERY

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

1300. TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to the essence of the contract and delivery must be completed not later than the dates so specified or extended.

1301. Progressing of Deliveries

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

1302. Failure and Termination

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

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

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

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

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

1303. Extension of Time for Delivery

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

1304. Consequences of Rejection

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

- i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any on such replacing and replaced stores but without being entitled to any extra payment on that or any other account; or

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

1305. Removal of rejected stores

- i) On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.
- ii) All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.
- iii) The stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract is placed for delivery F.O.R. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back

the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to-pay at public tariff rates and at Contractor's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return of rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

1400. FORCE MAJEURE

In the event of any unforeseen event during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, as a result of which, either party (purchaser/Contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those, which had occurred under any other clause of this contract prior to such termination.

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

1501. In case where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause 1601 was not given by the Contractor, the Purchaser reserves the right to cancel the order of the balance quantity, at the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

- a. The purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver within the period fixed for delivery.
- b. That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, Excise Duty, Sales Tax, Freight charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
- c. That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date

stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.

- d. But nevertheless the Purchaser shall be entitled to the benefit of any increase in price on account of reduction in or remission of Customs Duty, Excise Duty, sales tax or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.
1502. The Contractor shall not dispatch the stores till such time an extension in terms of clause 1501 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 1501 above.
1503. In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the clause 1501 above.

1600. INSPECTION BY INSPECTING OFFICER

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

difference of cost, if any occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules or not applicable they shall be settled by the Purchaser and contractor jointly. But the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Inspector.

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

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

1606. Marking of Inspection

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

1700. PACKING AND MARKING

1701. Packing

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

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

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

1702. Marking

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

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

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

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

1800. PAYMENT TERMS

The standard payment terms subject to recoveries, if any, by way of Liquidated Damages will be as under: -

1801. Foreign Suppliers:- All the payments will be made through irrevocable Letter of Credit (LC)

i) 90% payment of the supply value of stores will be made, on submission of following documents:

- (a) Certificate from the purchaser's of having receipt of Performance Guarantee Bond as per COC, clause no. 900 of tender document.
- (b) Invoice in duplicate.
- (c) Shipping documents/Proof of Dispatch (Bill of Lading/Air Way Bill) in the number of copies as specified in the contract.
- (d) Inspection Certificate
- (e) Work Test Certificate.
- (f) Packing list.
- (g) Certificate of country of origin.
- (h) Factory acceptance Test

ii) Balance 10% payment value along with installation charges if any will be made through irrevocable Letter of Credit (L/C) on furnishing of following documents:

- (a) Purchaser's Certificate indicating the successful receipt & acceptance of material. Payment should be followed strictly as per terms and conditions of Tender Documents.

1802. For indigenous Suppliers: - 100% payment after supply & installation of material at DMRC site.

2000. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

2001. Risk in the stores

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

2002. Consignee's Right of Rejection

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

Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respect in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in course of transit or otherwise after their delivery to the interim consignee.

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

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

2003. Subletting and Assignment

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

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

2100. RESPONSIBILITY FOR COMPLETENESS

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

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

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

2200. INDEMNITY

2201. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

2202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within 24 hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.

2203. The Contractor shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser/loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.

2204. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

2300. CORRUPT PRACTICES

2301. The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government of for showing any favour or for bearing to show disfavour to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provision of clause 1302.

2400. INSOLVENCY AND BREACH OF CONTRACT

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

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

2500. LAWS GOVERNING THE CONTRACT

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

2502. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued.

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

2600. **ARBITRATION**

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

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

2602. Interest on Arbitration Award

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

2603. Cost of Arbitration

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

2604. Jurisdiction of Courts

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

2605. Suspension of work on Account of Arbitration

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

2700. SECRACY

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

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

2703. Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the Contract and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor in accordance with the clause 1302 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

2800. WARRANTY

2801. Warranty shall be as per Schedule of requirement.

Schedule of requirement

S.no	Item Description	Unit	Quantity
1	AFC Station Servers as per specification given in annexure-A	No.	40

Delivery: 4 weeks from the date of placement of the Purchase order.

ANNEXURE-A

Tender on Two Packet system

S.No	Item	Description of Requirement
1	Form Factor	(5U) Form Factor
2	Processors	2 x Quad-Core Intel Xeon E5504 Processor (2.0GHz, 80 Watts,) / 4MB Level 3 cache /based on Intel® Quick Path Technology
3	Chipset	Based on Intel® 5520 chipset or later, capable of supporting Quad-Core/Dual-Core processors.
4	Memory	4GB (2 x 2 GB) PC3-10600R (DDR3-1333) Registered DIMMS, Advanced ECC memory, Mirroring mode and Lock-step mode.(expandable to Up to 192GB, using PC3-8500R DDR3 Registered (RDIMM) memory, operating at 800MHz when fully populated at 2 DIMMs per Channel in 12 slots)
5	PCI Slots	Six total expansion slots: One PCI-Express x16 Gen2 (x8 speed); One PCI-Express x8 Gen2 (x8 speed); Four PCI-Express x8 Gen2 (x4 speed)
6	Network	Integrated Dual Port Gigabit NIC
		Support for 10/100/1000 networks
7	Disk Drives	3*72GB 15K SAS Drives
8	Storage	Onboard controller capable of support RAID levels
		Minimum 6 numbers of drives, scalable upto 5 TB or more
9	RAID Controller	Hardware based RAID Controller with 256MB battery-backed write cache (RAID 0/1/5)
10	Optical Drives	Half-Height SATA DVD RW Optical Driv
11	Interfaces	Parallel-Optional parallel port available Serial-1 (optional 2nd serial port available) Pointing Device (Mouse)-1 Graphics-1, Keyboard-1, Network RJ-45 3 (1 dedicated for iLO 2), USB 2.0 Ports 6 (2 front, 2 rear, 2 internal)
12	Graphics	Integrated ATI RN50, 64MB video standard
13	Power Supply & Fan	Redundant power supply
14	Server Setup and Systems Management Software	System Management Software and configuration utilities for server setup, changes in configuration, update of drivers should all be included with the offer.
		The cost of server setup, configuration, installation of operating system, creation of volumes and file systems for all the servers should be all included in the cost of the offer.
		All the servers should support Standard baseboard management controller with IPMI 2.0 support
15	Remote Server Management Utility	The servers should be capable of being remotely managed, including starting, stopping and installation of software's.
		Hardware/ Software for Server/ Client, if any, required for this functionality should be included as a part of the offer
16	Operating system	The server should support industry-leading Operating System platforms including: Windows Server 2000
17	Industry Standard compliance	Supports industry standard compliance including Support for ACPI V2.0, PCI-Express Gen2, PXE support, WOL Support, USB 2.0
18	Benchmarks	Model should have a certified TPC-c Benchmark

19	Compatibility	The server should be compatible with AFC present version of M/s Thales application being used in DMRC. The tenderer will demonstrate compatibility of his proposed solution in DMRC premises within 7 days of opening of technical bid.
20	Demo	Tenderer shall deliver a demo machine to check the compatibility of the machine with existing AFC system within one week from the date of opening of tender
21	Warranty	Three year onsite with 24*7 rectification within 6 Hrs and also provide a letter of warranty from OEM
22	Certificate	The tenderer to submit certificate from OEM in respect of its services, product and warranty which the tenderer is going to quote with respect to tender.

ANNEXURE-1(A)

TENDERER'S FINANCIAL OFFER

STATEMENT OF PRICE FOR INDIGENOUS SUPPLY

S. N.	Item Description	Unit	Qty.	Basic Unit Price	VAT/ CST	Total Rate/unit incl. of all	
						(in figure)	(in words)
1	AFC Station Servers as per specification given in annexure-A	No.	40				
2	Total amount						

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

Date

Place

(Signature).....

Printed Name.....

Designation.....

Common Seal.....

ANNEXURE –1(B)

TENDERER’S FINANCIAL OFFER

STATEMENT OF PRICES FOR FOREIGN SUPPLY

S.No	Item Description	Qty. (in Nos.)	Currency	Unit Price (FOB port of dispatch)	Air freight charges upto IGI Airport New Delhi.	Total C&F Price
1	AFC Station Servers as per specification given in annexure-A	40				
2	Total amount					

Approximate weight and volume of the shipment may be clearly indicated as follows:

Approximate Weight----- Approximate dimension of consignment -----

Evaluation of offers for supply items will be done on CIF + 1% landing charges + Custom duty on (CIF+1%) basis. As the marine insurance cover is to be taken by DMRC, for the purpose of evaluation, insurance charges shall be loaded @ 0.25 % of C&F value.

Purchaser reserves the right to place purchase order on FOB/C&F terms.

Date:

(Signature).....

Place:

Printed Name-----

Designation-----

Common Seal-----

(Deleted)

ANNEXURE 2

(Deleted)

ANNEXURE-2a

ANNEXURE-3

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

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

Ref

Date

Bank Guarantee No.....

.....

To,

Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road,
New Delhi.110001

Dear Sir,

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

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

Wish to participate in the said tender for the supply of

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

valid for (180) one hundred and eighty days from the date of opening of the Tender viz
..... is required to be submitted by the tenderers as a
condition for the participation, this bank hereby guarantees and undertakes during the above
said period of (180) one hundred and eighty days to immediately pay, on demand by the
General Manager or Financial Advisor & Chief Accounts Officer, Delhi Metro Rail Corporation
Ltd., NBCC Place, Bhishma Pitamah Marg, New Delhi-110003, **INDIA** in writing the amount of
..... (in words & figures) to
the said General Manager or Financial Advisor & Chief Accounts Officer, Delhi Metro Rail
Corporation Ltd., New Delhi, INDIA, and without any reservation and recourse, if :-

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the prior written consent of the purchaser; or

- (ii) the tenderer withdraws the said bid within 180 days after opening of bid; or
- (iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the Conditions of Contract.

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

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

Date

Signature

Place

Printed Name

Witness :

1.

.....

(Designation)

.....

(Bank's Common Seal)

ANNEXURE-4
(Please see clauses- 0606)
of 'Instructions to Tenderers')

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No. Date

To

Dy. Controller of Stores,

Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road,
New Delhi.110001

Dear Sir,

Sub :-

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

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

Yours faithfully,

(NAME) for & on behalf of M/s

(Name of Manufacturers)

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

ANNEXURE- 6

PROFORMA FOR STATEMENT OF DEVIATIONS

FROM COMMERCIAL TERMS/ TECHNICAL SPECIFICATIONS

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

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

.....

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

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

ANNEXURE-5

(Please see clauses -0605
of 'Instructions to Tenderers')

**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM TENDER CONDITIONS**

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

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

.....

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

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

ANNEXURE-7

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT

PERFORMANCE GUARANTEE BOND

Ref Date
Bank Guarantee No.

To

Delhi Metro Rail Corporation Ltd.
Metro Bhawan, Fire Brigade Lane,
Barakhamba Road,
New Delhi.

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

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

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

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

Date

Signature.....

Place.....

Printed Name

Witness :

.....

(Designation)

.....

(Bank's Common Seal)

ANNEXURE-8

IMPORTANT NOTICE

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

CHECK LIST

1. Have you submitted a complete offer?
It should consist of followings :

- | | | |
|-----|---|---------------------------|
| (a) | Quotation in prescribed Performa Annexure 1. | Submitted / Not Submitted |
| (b) | Letter of Authority if required - . Annexure-4 | Submitted / Not Submitted |
| (c) | Tender Guarantee if required – Annexure-3. | Submitted / Not Submitted |
| (d) | Statement of Deviations from Tender Conditions Annexure-5 | Submitted / Not Submitted |
| (e) | Statement of Deviations from Tech. Spec.- Annexure-6 | Submitted / Not Submitted |
| (f) | Annexure to Technical Specifications | Submitted / Not Submitted |

Tender Documents duly filled in.

2. Have you submitted other supporting documents to establish your eligibility?
It may consist of the followings :

- | | | | |
|----|--|---------------------------|----------|
| a. | Certificate from the user as per (b) of Instruction to Tenderers | Submitted / Not Submitted | Para 401 |
| b. | Banker's Report – Para 0401 (c) 'Instructions to Tenderers' | Submitted / Not Submitted | of |
| c. | Income Tax Clearance Certificate | Submitted / Not Submitted | |
| d. | Commercial Details and Performance Statement | Submitted / Not Submitted | |
| e. | Statement of Equipment & Quality Control | Submitted / Not Submitted | |

Page 1 of 2

- | | | |
|----|--|---|
| f. | Clause wise comments on Technical. Submitted / Not Submitted | Specifications, Clause 0202 "Instructions to Tenderers" |
|----|--|---|

g. Any other document asked by the purchaser if submitted, specify the Documents Submitted / Not Submitted

OR

Any other document which the tenderer Considers relevant

3. DELETED

.....

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

**PERFORMA OF FORMAT UNDER WHICH BILLS FOR STORES
SUPPLIED IS TO BE USED**

Name and Address of the Firm
 Bill No. Dated.....
 Purchase OrderNo.Dated
 Name and address of the consignee

S.No.	Authority Amount	Description for Rs. P. Purchase Rs. P.	NumberRate of Stores per	Price or quantity
-------	---------------------	--	--------------------------------	----------------------

Total

1. C.S.T./Sales Tax Amount
2. Freight (if applicable)
3. Excise Duty (if applicable)
4. Packing and Forwarding charges (if applicable)
5. others (Please specify)
6. PVC Amount (with calculation sheet enclosed)

7. (--)deduction / Discount

8. Net amount payable

(In words Rs.)

Despatch detail RR No./other proof of dispatch

Dated(enclosed)

Inspection Certificate No. Dated(enclosed)

Page 1 of 2

Income Tax Clearance Certificate No.....Dated.....(enclosed)

Modvet Certificate No.(enclosed)

Excise Duty Gate Pass(enclosed)

Place and Date

Received Rs.(Rupees).....

Revenue Stamp
Signature and Stamp of Supplier

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

M/s

Sub:- Certificate for commissioning of Machine/equipment

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

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

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

Signature-----

Name -----

Designation -----

NOTIFICATION REGARDING EXEMPTION

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE AND COMPANY AFFAIRS
(DEPARTMENT OF REVENUE)**

21st December, 2006

Notification No. 47/2006 - Central Excise

G.S.R. (E).- In exercise of the powers conferred by sub-section (1) of section 5A of the Central Excise Act, 1944 (1 of 1944), the Central Government, on being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 6/2006-Central Excise, dated the 1st March, 2006 which was published in the Gazette of India, Extraordinary, vide number G.S.R. 96(E), dated the 1st March, 2006, namely:-

In the said notification,-

(1) in the table, against serial number (S.No.) 90, for the entry in column (3) relating to 'Description of Goods', the following entry shall be substituted, namely:-

"All items of equipment including machinery and rolling stock, procured by or on behalf of Delhi Metro Rail Corporation Ltd. for use in-

- (i) Delhi MRTS Project Phase-I; and
- (ii) Specified corridors of Delhi MRTS Project Phase-II, comprising of the following:-
 - (a) Vishwavidyalaya- Jahangirpuri;
 - (b) Central Secretariat-Qutab Minar (via All India Institute of Medical Sciences);
 - (c) Shahdara- Dilshad Garden;
 - (d) Indraprastha-New Ashok Nagar;
 - (e) Yamuna Bank-Anand Vihar-Inter State Bus Terminus; and
 - (f) Kirti Nagar-Mundka (along with operational Link to Shahdara- Rithala corridor).".

(2) in the Annexure, in sub para (i) of condition 18, for the words "Delhi MRTS Project", the words "Delhi MRTS Project Phase-I and specified corridors of Delhi MRTS Project Phase-II" shall be substituted.

F.No.354/7/2003- TRU

Note: The principal [Notification No.6/2006-Central Excise](#) dated the 1st March, 2006, was published in the Gazette of India, Extraordinary, vide number G.S.R. 96(E), dated the 1st March, 2006 and was last amended vide [Notification No. 46/2006-Central Excise](#), dated the 28th November, 2006 which was published in the Gazette of India, Extraordinary, vide number G.S.R. 727(E), dated the 28th November, 2006

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE AND COMPANY AFFAIRS
(DEPARTMENT OF REVENUE)**

21st December, 2006

NOTIFICATION

No. 119/2006 – Custom

G.S.R. (E) – In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 21/2006 - Customs, dated the 1st March, 2006 which was published in the Gazette of India. Extraordinary vide number G.S.R. 118 (E), dated the 1st March, 2006, namely: -

In the said notification,-

(1) In the table, against serial number (S.No.) 426A for the entry in column (3) relating to 'Description of Goods' the following entry shall be substituted, namely: -

(1)	(2)	(3)	(4)	(5)	(6)
		<p>All items of equipment including machinery and rolling stock, procured by or on behalf of Delhi Metro Rail Corporation Ltd for use in-</p> <p>(i) Delhi MRTS Project Phase-I : and (ii) Specified corridors of Delhi MRTS Project Phase-II, comprising of the following</p> <p>(a) Vishwavidyalaya – Jahngirpuri, (b) Central Secretariat – Qutab Mina (via All India Institute of Medical Sciences) (c) Shahdara – Dislshad Garden (d) Indraprashta – New Ashok Nagar (e) Yamuna Bank – Anand Vihar – Inter State Bus Terminus and (f) Kirti Nagar – Mundka (along with operational link to Shahdara – Rithala corridor)</p>			

(2) In the Annexure, in sub para (i) of condition 92, for the works "Delhi MRTS Project" the words "Delhi MRTS Project Phase-I and specified corridors of Delhi MRTS Project Phase-II shall be substituted.

Condition no	Conditions
	<p>If, before the clearance of the goods, the manufacturer produces to the Deputy Commissioner of Central Excise or Assistant Commissioner of Central Excise, as the case may be, a certificate from the Chairman or the Managing Director of the Delhi Metro Rail Corporation Ltd. , to the effect that:-</p> <ul style="list-style-type: none"><li data-bbox="523 618 1334 707">(i) the goods are procured by or on behalf of the Delhi Metro Rail Corporation Ltd. For use in the Delhi MRTS Project Ph.-I and specified corridors of Delhi MRTS Project Ph.-II<li data-bbox="523 707 1369 790">(ii) the goods are part of the inventory maintained by the Delhi Metro Rail Corporation Ltd. And shall be finally owned by the Delhi Metro Rail Corporation Ltd.

F. No. 354/7/2003 –TRU

(-sd-)

Deputy Secretary to the Government of India

Note:- The principal Notification No. 21/2002- Customs dated the 1st March, 2002, was published in the Gazette of India, Extraordinary, vide number G.S.R. 118 (E), dated the 1st March, 2002 and was last amended vide Notification No. 116/2002 – Customs, dated the 14th December, 2006 { G.S.R. 755 (E), dated the 14th December,2006}.

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE AND COMPANY AFFAIRS
(DEPARTMENT OF REVENUE)**

14th December, 2006

Notification No.116/2006-Customs

G.S.R. (E).- In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, on being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 21/2002-Customs, dated the 1st March, 2002 which was published in the Gazette of India, Extraordinary, vide number G.S.R.118 (E), dated the 1st March, 2002, namely:-

In the said notification, in the preamble, in the proviso, in clause (h), for the words and figures "1st January, 2007", the words and figures "1st day of March, 2007" shall be substituted.

F.No. 354/68/2006-TRU

Note: *The principal notification was published in the Gazette of India, Extraordinary, vide number G.S.R. 118(E), dated the 1st March, 2002 and was last amended by [notification No.115/2006-Customs](#), dated the 4th December, 2006 which was published in the Gazette of India, Extraordinary vide number G.S.R.733(E), dated the 4th December, 2006.*

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE AND COMPANY AFFAIRS
(DEPARTMENT OF REVENUE)**

1st April, 2003

Notification No. 58/2003 - Customs

In exercise of the powers conferred by sub-section (1) of section 25 of the Customs Act, 1962 (52 of 1962), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendment in the notification of the Government of India in the erstwhile Ministry of Finance (Department of Revenue), No. 21 / 2002-Customs, dated the 1st March, 2002, namely:-

In the said notification,-

(i) in the Table, after S.No. 426 and the entries relating thereto, the following shall be inserted, namely:-

(1)	(2)	(3)	(4)	(5)	(6)
"426A.	Any Chapter	All items of equipment including machinery and rolling stock, procured by or on behalf of Delhi Metro Rail Corporation Ltd. for use in the Delhi MRTS Project	Nil	Nil	92";

(ii) in the Annexure, after Condition No. 91 and the Conditions relating thereto, the following Condition No. and Conditions shall be added, namely:-

Condition No.	Conditions
"92.	<p>If, at the time of importation, the importer produces to the Deputy Commissioner of Customs or Assistant Commissioner of Customs, as the case may be, a certificate from the Chairman or the Managing Director of the Delhi Metro Rail Corporation Ltd., to the effect that -</p> <p>i. the goods are procured by or on behalf of the Delhi Metro Rail Corporation Ltd. for use in the Delhi MRTS Project; and</p> <p>ii. the goods are part of the inventory maintained by the Delhi Metro Rail Corporation Ltd. and shall be finally owned by the Delhi Metro Rail Corporation Ltd."</p>

V. Sivasubramanian
Deputy Secretary to the Government of India

F.No.354/7/2003-TRU

Note: The principal notification was published in the Gazette of India, Extraordinary, vide notification No. 21/2002-Customs, dated the 1st March, 2002 [G.S.R. 118(E), dated the 1st March, 2002] and was last amended vide notification No. 26/2003- Customs, dated the 1st March, 2003 [G.S.R. 161(E), dated the 1st March, 2003].

**GOVERNMENT OF INDIA
MINISTRY OF FINANCE AND COMPANY AFFAIRS
(DEPARTMENT OF REVENUE)**

1st April, 2003

Notification No. 59/2003 - Customs

In exercise of the powers conferred by sub-section (1) of section 3A of the Customs Tariff Act, 1975 (51 of 1975), the Central Government, having regard to the maximum sales-tax, local tax or any other charges for the time being leviable on the like goods, on their sale or purchase in India, hereby makes the following further amendments in the notification of the Government of India in the erstwhile Ministry of Finance (Department of Revenue), No. 23 / 2002-Customs, dated the 1st March, 2002, namely:-

In the said notification, in the Table, after S.No. 53C and the entries relating thereto, the following S.No. and entries relating thereto shall be inserted, namely:-

(1)	(2)	(3)	(4)
"53D.	Any Chapter	All goods specified against S.No. 426A of the Table annexed to notification of the Government of India in the Ministry of Finance (Department of Revenue), No. 21/2002-Customs, dated the 1st March, 2002	Nil".

V. Sivasubramanian
Deputy Secretary to the Government of India

F.No.354/7/2003-TRU

Note: The principal notification was published in the Gazette of India, Extraordinary, *vide* notification No. 23/2002-Customs, dated the 1st March, 2002 [G.S.R. 120(E), dated the 1st March, 2002] and was last amended *vide* notification No. 29/2003-Customs, dated the 1st March, 2003 [G.S.R. 164(E), dated the 1st March, 2003].

GOVERNMENT OF INDIA
MINISTRY OF FINANCE AND COMPANY AFFAIRS
(DEPARTMENT OF REVENUE)

*** 1st April, 2003

Notification No. 29/2003 - Central Excise

In exercise of the powers conferred by sub-section (1) of section 5A of the Central Excise Act, 1944 (1 of 1944), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby makes the following further amendments in the notification of the Government of India, in the erstwhile Ministry of Finance (Department of Revenue), No. 6/2002-Central Excise, dated the 1st March, 2002, namely:-

In the said notification,-

(i) in the Table, after S.No. 260 and the entries relating thereto, the following S.No. and entry shall be inserted, namely:-

(1)	(2)	(3)	(4)	(5)	(6)
"260A.	Any Chapter	All items of equipment including machinery and rolling stock, procured by or on behalf of Delhi Metro Rail Corporation Ltd. for use in the Delhi MRTS Project	Nil	Nil	61"

(ii) in the Annexure, after Condition No. 60 and the Conditions relating thereto, the following Condition No. and Conditions shall be inserted, namely:-

Condition No.	Conditions
"61.	<p>If, before the clearance of the goods, the manufacturer produces to the Deputy Commissioner of Central Excise or Assistant Commissioner of Central Excise, as the case may be, a certificate from the Chairman or the Managing Director of the Delhi Metro Rail Corporation Ltd., to the effect that -</p> <p style="margin-left: 40px;">i. the goods are procured by or on behalf of the Delhi Metro Rail Corporation Ltd. for use in the Delhi MRTS Project; and</p> <p style="margin-left: 40px;">ii. the goods are part of the inventory maintained by the Delhi Metro Rail Corporation Ltd. and shall be finally owned by the Delhi Metro Rail Corporation Ltd."</p>

V. Sivasubramanian
Deputy Secretary to the Government of India

F.No.354/7/2003-TRU

Note.- The principal notification was published in the Gazette of India, Extraordinary, vide notification No. 6/2002-Central Excise, dated the 1st March, 2002 [G.S.R. 127 (E), dated the 1st March, 2002] and was last amended by notification No. 19/2003-Central Excise, dated the 5th March, 2003 [G.S.R. No. 192(E), dated the 5th March, 2003]

