



**METRO RAILWAY
METRO RAIL BHAVAN
33/1 J. L. NEHRU ROAD
KOLKATA – 700 071
INDIA**

METRO RAILWAY, KOLKATA

TENDER NO.:

COST OF TENDER:

OPENING DATE:

BID DOCUMENTS

A

**INVITATION OF TENDER
AND
DETAILS OF MATERIALS REQUIRED**



**METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L.NEHRU ROAD,
KOLKATA-700 071.**

TENDER DOCUMENTS

- 1.0 Tender No.** :
- 2.0 Bid documents** : In two parts i.e. A and B making the complete set. The complete set of bid documents, sent herewith, is to be resubmitted along with the offer i.e. tender, each page duly signed with stamp (forming documentations in support of acceptance of the details and conditions incorporated in the bid documents), by the offerer.
- 3.0 For supply of**
- 4.0 Earnest Money** :
- 5.0 Closing time & date** :
- 6.0 Opening time & date** :
- 7.0 Place** : Office of the Controller of Stores
Metro Railway, Metro Rail Bhavan,
33/1, J.L.Nehru Road (5th floor),
Kolkata – 700 071.
- 8.0 Tenderers will specifically note that the tenders received after the specified time, date and place will be treated as late and shall be summarily rejected.**

Issued to: _____

PIN

EARNEST MONEY DEPOSITE DETAIL TO BE ATTACHED HERE



**METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L.NEHRU ROAD,
KOLKATA-700 071.**

INVITATION OF TENDER

1. The Controller of Stores, Metro Railway, 33/1, J.L.Nehru Road, Kolkata-700 071 invites Tender for and on behalf of the President of India from established manufacturer/suppliers for supply of stores as per **schedule of requirement –cum-offer form-Appendix-1.**

2. **ATTENTION OF THE TENDERERS IS INVITED TO**
 - I. Bid documents (B), tender conditions Part-I
 - II. Bid documents (C), tender conditions Part-II

3. The tenderers are requested to go through the tender specification **carefully** and submit their offer on the schedule **“Requirements-cum-Offer Form” as enclosed-Appendix-I.** They are also requested to ensure that the following documents constituting the integral part of tender and enclosed with the tender papers are duly filled and furnished.
 - a. **Statement of Deviations from Tender specification...Appendix-II**
 - b. **Statement of Deviations from standard terms and conditions of tender/contract.....Appendix-III**
 - c. **Performance statement.....Appendix-IV**
 - d. **Check SheetAppendix-V**

4. **Submission of Offer :**

The tender should be submitted on **the prescribed form and booklet** which should be **returned intact duly signed on all pages** in an **Envelope duly sealed and marked as ‘Tender No.....To be opened on date**The Envelope must be **addressed** to the Controller of Stores, Metro Railway, Kolkata-700 071 and **dropped** in the **appropriate Tender Box** provided, **well in advance of time and date of closing of Tender Box.**

Tenderer who desire to submit tender through **post**, the same should be dispatched well in advance under **Registered Post with acknowledgement due so as to reach well in time.** **The tenderer must ensure that** if the tender is sent/submitted **per bearer or per courier** the same should be **ensured to be dropped in the relevant Tender Box and should not be delivered to any Metro Railway staff.** Please note **Metro Railway will not take any responsibility for the transit delay.**

- 4.1 Tender received after the specified time, date and place will not be considered and shall be **summarily rejected.**

5. **Opening of Tenders:**

The Tenders received will be opened in presence of Tenderer or such of the Tenderer’s **authorized representatives** who may like to be present at the opening of the Tenders.

6. **The Tender Form is not transferable.**



Sealed Tenders should be dropped in the tender box in COS Office by the tenderer or his representative before 14-00 hours. The tenders will be opened at 14.30 hours on the same date.

1. Tenders should be submitted in sealed covers addressed to the General Manager/Controller of Stores, Metro Railway, Kolkata and super scribed with the words
Tender No -----for supply of -----
from Messers -----
-----“
2. If any of the opening date(s) falls on a Holiday, due to change list. Promulgation under Negotiation Instrument Act or due to any other unforeseen reasons, the effective date(s) of opening shall be next working day.
3. Makers' name and Addresses and Brand of the stores offered must be stated if required as per drawing/specification; otherwise offers are liable to be rejected.
4. The General Manager/Controller of Stores or any officer or any officer authorized on behalf of General Manager does not bind himself to accept the lowest or any tender and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action.
5. The Railways reserve the right to increase the quantity maximum 30% of the ordered quantity if required, within the delivery period of the purchase order even after completion of supplies.
6. Tenderers are advise to quote for minimum 50% of the tender quantity failing which their offers are liable to be ignored.
7. Offers received through FAX will not be entertained. However, FAX offers signed in original by authorized signatory will be considered if dropped in tender box before due date and time.
8. Indian Agents while quoting on behalf of Foreign Principals are required to invariably furnish the principals Proforma Invoice along with their offer. Only in exceptional circumstances relaxation may be allowed to a Tenderer to the extend of non-submission of foreign Principals' Proforma Invoice at the time of submitting of offer by the India Agents but in such cases the Tenderers i.e. In Agents will have to furnish requisite Proforma Invoice as mentioned above as early as possible after, the Tender opening.



9. The Tenderer must note the aforesaid condition of submission of furnishing Principals Proforma Invoice has to be complied with and ultimate failure in this respect will make their offer liable to be ignored.
10. In case of Imported items successful firms will be required to submit copy of commercial Invoice of their Principals, Customs out past Bill of Entry, Bill of Lading/AWB etc., along with their supplies in support of genuineness of materials.
11. Restriction-Bulk procurement from CEE/CLW/DLW/ DMW/ICF/RCF/RDSO/CORE approved /likely source (refer clause no-19 of special conditions of tender).
12. Bulk procurement from firms having satisfactory past performance (refer clause -20 of special conditions of tender)
13. Tentative delivery period required
(Firm may improve the same)
14. Inspection By: RITES/RDSO/Consignee /RA, Berlin (for imported consignment).
15. Standard Fall Clause (refer clause-30 of special conditions of tender) will not be applicable except in case of Rate/Running contract.
16. For the guidance of the bidders, Check sheets are enclosed and the same may be filled up.
17. Any other special conditions.
18. Un-signed offer will be summarily rejected.

Strike out, which ever is not applicable



A handwritten signature in black ink, located at the bottom right of the page.

**METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L. NERU ROAD/ KOLKATA- 700 071**

SCHEDULE OF RECRUITMENT - CUM - OFFER FORM

To
The President of India,
Through the Controller of Stores,
Metro Railway, Metro Rail Bhavan (5th floor) Kolkata- 700 071
Dear sir,

Wehereby certify that we are established Firm/Manufacture in the line of your requirements with Factories at....., which are fitted with modern equipments and where production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by representative of Indian Railways. We, hereby, offer to supply the following items at prices and with periods of delivery indicated below:

Item No.	Brief description & specification/Drawing No.	Qty & Unit	Ex-Factory/ FOB pice	FOR Destination price	Total value of the offer
1	2	3	4	5.	6

BREAK UP OF PRICE IN COLUMN 5

Item no.	Ex Factory price	Excise Duty	Sales Tax/Vat	Packing Charges	Forwarding Charges	Freight up to Destination	Any other charge	F.O.R Destination price.

- N.B. 1. Terms of Payment
2. Inspection by RITES/RDSO/Railway.
3. Free delivery to be made at

1. We hereby certify that we are conversant with Indian Railways Standard Conditions of Contract and have fully understood the other instructions /conditions of this tender and have thoroughly examine specification/drawings quoted in the schedule of requirement. We agree to abide by above conditions if the contract is awarded to us.

2. We hereby agree to keep this offer open for a minimum of 120 (one hundred twenty) days from the date of opening the tender. We shall be bound by a communication of acceptance despatched within the prescribed time. The following pages (Appendix- II, III, IV , & V) have been added to and form part of this tender.

3. All Non-IRS Conditions of Contract must be avoided. Firm should accept the IRS Conditions.

Name of the tenderers:
Place:
Name of Witness:
Signature and address:
Date:

Signature & Seal of the Bidder



EFT MANDATE FORM

FROM: M/S

DATE:

TO
FA&CAO
METRO RAILWAY
KOLKATA

METRO RAILWAY, KOLKATA

Sub: Willingness to Receive Payment through RBI's EFT System

We refer to the Electronic Fund Transfer (EFT) System being set up by Metro Railway, Kolkata for remittance of the payments using RBI's EFT scheme and confirm that we are agreeable to the payments being made through the above scheme to our under noted Account.

NAME OF CITY :

BANK CODE :

BANK NAME :

BRANCH NAME AND ADDRESS :

BRANCH TELE/FAX NO. :

ACCOUNT NO. :

TYPE OF ACCOUNT :

We have agreed to accept all the terms and conditions of Electronic Fund Transfer System. A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Encl: As stated above.

Signature & Stamp

Confirmed by Bank





**METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L.NEHRU ROAD,
KOLKATA-700 071.**

METRO RAILWAY, KOLKATA

Tender No. _____ to be opened on _____

STATEMENT OF DEVIATION FROM TENDER SPECIFICATION

Particulars of Deviation from the requirement of the Tender specification are given below:

Sl.No.	Item No. of Specification.	Specification as per tender	Particulars of Deviations.
--------	----------------------------	-----------------------------	----------------------------

Place

Date

Signature and Seal of the Tenderer

Note:

1. Use reverse side and/or attach additional sheets, if necessary.
2. In case, there is no deviation from Tender specification the statement should be returned duly signed with the endorsement **“NO DEVIATION”**.





**METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L.NEHRU ROAD,
KOLKATA-700 071.**

METRO RAILWAY, KOLKATA

Tender No. _____ to be opened on _____

STATEMENT OF DEVIATION FROM STANDARD TERMS AND CONDITIONS

Particulars of Deviation from the requirement of the Tender specification are given below:

Sl. No.	Item No. of Standard terms and conditions	Terms and conditions as per Tender	Particulars of Deviations.
---------	---	------------------------------------	----------------------------

Place

Date

Signature and Seal of the Tenderer

Note:

1. Use reverse side and/or attach additional sheets, if necessary.
2. In case, there is no deviation from the Standard Terms and Conditions of the Tender/Contract, the statement should be returned duly signed with the endorsement **“NO DEVIATION”**.





**METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L.NEHRU ROAD,
KOLKATA-700 071.**

METRO RAILWAY, KOLKATA

Tender No. _____ to be opened on _____

PERFORMANCE STATEMENT

We give below relevant particulars in respect of our capacity (including know how), inspecting and testing facilities (including quality control), financial resources and details of past actual performance for the same/similar type of work executed by us for Government Department and Government Undertakings and well known firms in the Private sectors.

Part – I

1. Name and address of the firm :
2. Address of the works :
3. Major lines of production with foreign collaboration arrangements, if any, during last three years. :
4. a) Installed capacity :
b) Capacity utilized
c) Percentage utilization of capacity
d) Remarks
5. Details of machine and equipments installed. :
6. Details of testing and inspection facilities including Metallurgical/Quality control. :
7. Details of Technical and other staff employed. :

Part – II

8. Name and address of the Dealers :
9. An appreciation of financial resources to execute the job. :



APPENDIX-IV

Part-III

10. Details of orders secured and executed :
for same or similar item as per
Proforma given below(attached
details)

Proforma

1. Sl.No.
2. Order No. and Date.
3. Name of party.
4. Description of materials ordered.
5. Quantity ordered.
6. Rate at which ordered.
7. Delivery period as per Contract.
8. Actual date of delivery.
9. Reason for delay of delivery.
10. Remarks.

Part –IV

Additional Remarks (including
area and layout of the factory)

Place

Date

Signature and seal of Tenderer



A handwritten signature in black ink, located at the bottom right of the page.



**METRO RAILWAY
METRO RAIL BHAVAN
33/1 J. L. NEHRU ROAD
KOLKATA – 700 071
INDIA**

METRO RAILWAY, KOLKATA

TENDER NO.

OPENING DATE

BID DOCUMENTS

B

**Instruction to Tenderer and
Terms and Conditions**



SECTION-I

INSTRUCTIONS TO TENDERERS :

1. No erasures, alterations or over writings are permitted on the Tender. The Tender with erasures, alterations or over writings is liable to be invalidated.
2. The terms & language used in filling of tender must be clear and precise.
3. No alteration will be allowed after the Tender is received by the Controller of Stores.
4. Sales Tax and other taxes where leviable and intended to be claimed from the purchaser in addition to the rates quoted should be specified on the Tenders quoting Sales Tax Registration No. in the case of Sales Tax. Where this is not done, no claim for such taxes will be admitted at the later stage and on any ground whatsoever.
5. Prices are to be quoted both in words and figures and should be strictly in accordance with the units specified in the enquires. Otherwise, quotations are liable to be passed over.
6. Tenderer must quote a firm price, only in exceptional cases where there are rapid fluctuations in the prices of raw material etc. and stipulation of price variation clause seems inevitable, the same may be stipulated linking it with whole sale price index or with published price of raw materials by Govt. recognized organizations such as IEEMA, SAIL, MMTC, HZL etc. The offers with price variation clauses without any specific clear formula shall be treated as in-complete offer.
7. For manufactured items, the Tenderers shall give the address of their workshop where the items will be manufactured.
8. **Tender Papers:**

The intending Tenderer is advised to study these tender papers carefully. Any submission of tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof. The specification for the stores shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in the Tender. Failure to adhere to anyone or all of these instructions may render their offer liable to be ignored without any reference.
9. **General:**

All documents and entries in the Tender shall be either type written or in ink and in English. All prices shall be written, both in figure and in words. Tenders with rate/unit overwritten, erased or rates not expressed in words are liable to be ignored. If rate expressed in figures and words do not agree then the higher of the two rates will be ignored.



A handwritten signature in black ink, located at the bottom right of the page.

10. **Clarifications:**

- 10.1 Any clarifications required in regard to this Tender may be obtained from the Controller of Stores, Metro Railway, 33/1, J.L. Nehru Road, Kolkata-700071.
- 10.2 Where stipulated, the firms may see the sample/drawing in the office of the Controller of Stores, Metro Railway up to 3-30 PM on working days.

11. **Signing of Tenders:**

- 11.1 Any individual/s signing the Tender or other documents connected therewith should specify that he is signing:
- i) As sole proprietor of the concerns or his attorney.
 - ii) As a partner or partners of the firm.
 - iii) As a Director, Manager or Secretary in the case of Limited Company.
- 11.2 In case of firm not registered under the Indian Partnership Act, all the partners or the Attorney duly authorized by all of them should sign the Tender and all other connected documents. The person signing the tender or any other documents in respect of the contract without disclosing his authority to do so shall be deemed to warrant his having authority to bind the contractor.
- 11.3 The Trade License, Income Tax Clearance Certificate etc., if the tenderer is a proprietorship concern, the partnership deed, firm's registration certificate and the Power of Attorney, if any, executed by the firm, if the tenderer is a partnership firm, the Memorandum and Articles of Association, the Resolution of the Board of Directors and/or the Power of Attorney, if any, executed by the Company, if the tenderer is a company should be furnished to the Railway for examination, if required.

12. **Tender Form:**

Tenders not submitted in the proper Tender form may liable to be rejected. The tender should be signed by the tenderer on each page.

13. **Deviation**

Tenderers must note that deviations from the tendered requirement and bid document conditions i.e. tender conditions will not normally be allowed i.e. not acceptable. If, however, they are considered necessary by the Tenderers then they must clearly indicate cogent reasons for deviations on the body of deviation statements provided for the purpose, indicating the reference of the particular clause/clauses against which the deviation is/are offered.

14. **Earnest Money**

- 14.1 Deposit in cash, to be deposited with the Chief Cashier/Divisional Cashier, Metro Railway, Metro Rail Bhavan, 33/1, Jawaharlal Nehru Road, Kolkata-700071.



A handwritten signature in black ink is located at the bottom right of the page.

- 14.2 The Earnest Money should be in any of the following forms.
- (i) Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Earnest Money could be either of the State Bank of India or any of the Nationalized Banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer, Metro Railway, Kolkata.
 - (ii) Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds issued by all schedule commercial banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer, Metro Railway, Kolkata.
 - (iii) The Bonds of Indian Railways Finance Corporation (in case of Bonds issued under non-cumulative interest scheme, post dated interest warrants should be submitted along with the bonds and the interest warrant could be given back as and when the interest becomes due) and KRCL Bonds of Rs.1000/- each.
- 14.3 When the suppliers undertake to keep the offers open for a particular period and if the offer is withdrawn or revised within the validity period, the Administration gets a right to forfeit the Earnest Money Deposit.
- 14.4 No interest will, however, be paid on Earnest Money.
- 14.5 In the event of the Tenderers have deposited the Earnest Money in cash, the number and date of the Cash receipt should be furnished in the Tenders in the space provided thereon, Original Cash Receipt, Pay Orders, Demand Drafts and Guarantee Bonds shall be attached to the original copy of the Tender.
15. **Security Deposit:**
- 15.1 Unless otherwise agreed between the purchaser and the contractor, the contractor shall within 14 days of the acceptance of Tender, deposit with the Railway concerned, a sum equal to 5 percent of the total value of the Stores detailed in the schedule to the order for which the Tender has been accepted subject to a maximum of Rs. 1, 00,000/- as security for the proper fulfillment of the contract.
- 15.2 The security deposit shall be paid in the manner prescribed below.
- (i) Government securities at 5% below the market value.
 - (ii) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds of the State Banks of India or any of the Nationalized Banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer, Metro Railway, Kolkata.
 - (iii) Deposit Receipts, Pay Orders, Demand Draft and Guarantee Bonds issued by all Schedule commercial Banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer, Metro Railway, Kolkata.
 - (iv) A deposit in the Post Office Saving Bank.



- (v) The Bond of Indian Railway Finance Corporation (in case of bonds issued under non-cumulative interest scheme, post dated interest warrant should be submitted along with the bonds and interest warrants could be given back as and when the interest become due) and KRCL Bonds of Rs. 1000/- each.
- (vi) A percentage deduction, ordinarily 10 percent from the periodic payments made on account of work done or supply made.
- (vii) Personal security of two persons of known probity and financial standing.
- 15.3 If the contractor, having been called upon by the purchaser to furnish security fails to make and maintain a security deposit within the specific period, it shall be lawful for the purchaser:
- (a) to recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with purchaser or the Government or any person contracting through the purchaser or otherwise howsoever; or,
- (b) to cancel the contract or any part there of and to purchase or authorize the purchase of the stores at the risk and cost of the contractor and in the event the provisions of clause 0702 of the I.R.S conditions of contract shall apply as far as applicable.
(Clause 0502 of the I.R.S Conditions of contract)
- 15.4 No claim shall lie against the purchaser in respect of interest or cash deposit or Government securities or depreciation thereof.
(Clause 0503 of the I.R.S. Conditions of contract)
- 15.5 The purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit, in whole or in the part in the event of any default, failure or neglect on the part of the contractor in the fulfillment of performance, in all respects of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall also be entitled to deduct from the said deposits any loss or damage which the purchaser may suffer or be put to by reason of or due to any act of 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 said security deposit at its original limit by making further deposits, provided further that the purchaser shall be entitled to recover any such claim from any sum then due to which at any time thereafter may become due to the contractor under this or any other contract with the purchaser.
(Clause 0504 of I.R.S. Conditions of contract)
- 15.6 Security deposit may not be taken from other Railway/Government departments and S.S.I. Units recognized by the N.S.I.C in respect of single, limited and open tenders.
- 15.7 Those firms who were approved by RDSO, DLW, CLW, ICF, and CORE for the supply of Railway items but not registered with zonal Railways are exempted from security deposit in respect of contracts for those specific items for which they are registered.



A handwritten signature in black ink is located at the bottom right of the page.

- 15.8 The usual security should however be taken in case contracts are placed with unregistered firms/or for items for which the particular firm is not registered in respect of all tenders.
- 15.9 The rights of tenderer to get back the security deposits arises from the date of the proper fulfillment of the contract, according to the terms and conditions incorporated in the contract.
- 15.10 The period of limitation for refund of Earnest Money as well as Security Deposit is three years as contained in Article 113 of the Indian Limitation Act of 1963.
- 15.11 The claims for refund, if any beyond this period, should be treated as time-barred claims against the Railways.
16. The Tenderer should furnish Sales Tax Registration number in the Tender Schedule.
17. In case the Tenderer is an approved supplier to the DGS & D/RDSO or the Railways, or registered with National Small Industries Corporation, the Registration particulars should be furnished with attested photocopies of current registration certificate.
18. The origin of materials whether imported or indigenous should also be indicated in the Tender Schedule.
19. The firms quoting for products of the Small Scale Industries should indicate their NSIC Registration No. and Date and confirm that their enlistment with NSIC covers the item offered.
20. If the Tenderer deliberately gives wrong information in the Tender or creates circumstances in favour of acceptance of this Tender, the Metro Railway, Kolkata reserves the right for rejection of the Tender at any stage.

SECTION-II

GENERAL CONDITIONS OF CONTRACT

1. The supply shall be governed by the Indian Railways Standard Conditions of Contract, Indian Railway Code for the Stores Department and as amended from time to time and applicable on the opening date and as supplemented/amended by this bid document conditions.

In the event of the conditions in the bid documents coming in conflict with I.R.S. conditions of contract, the bid document conditions shall prevail.



A handwritten signature in black ink is located at the bottom right of the page.

2. Recovery of liquidated damages for delayed supplies during extended delivery period.

(i) upper limit of recovery of liquidated damages will be 10% of value of delayed supplies irrespective of delays, unless otherwise provided specifically in the contract.

(ii) Railway shall recover from the contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 2% (two percent) 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 month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% of value of the delayed supplies.

(iii) Waiver of Liquidated damages and imposition of token Liquidated damages for delayed supplies shall be normally avoided and shall be done only in situation where the exceptional circumstances leading to delays in supplies were beyond the control of supplier.

SECTION-III

SPECIAL CONDITIONS OF TENDER

1. Deviations from conditions of contract:

- 1.1 All pre-paid conditions of Sale, Contract or Business or any other terms of like refers (in whatever mode or fashion they have been or are described, by the Tenderers) will be considered as withdrawn and inapplicable to the quotations submitted.
- 1.2 In these conditions the supplier shall mean Contractor and the Purchaser shall mean the President of India as represented by the Metro Railway.
- 1.3 In case of any deviations from the General and Special Conditions of Contract, these must be clearly brought out in the statement of Deviations from the Standard terms and conditions enclosed with the Tender Schedule. In case, there is no deviation, the statement should be returned with the endorsement "No Deviation".

2. Deviation from Specification:

The materials are required to be supplied in accordance with the description, specifications and drawings as per Schedule of Requirement cum Offer Form enclosed with the Tender Documents. In case there is any Deviation from Tender Specifications, this must be clearly brought out in the Statement of Deviations from Tender Specifications enclosed with the Tender Schedule. In case there is no deviation from the Tender Specifications, the statement should be returned with the endorsement 'No Deviation'.



A handwritten signature in black ink, located at the bottom right of the page.

2A. Splitting of quantity:-

In all cases of pre decided split ordering , the following will be followed.

i. The purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the purchaser.

ii. whenever such distribution/ splitting of the tender / procurable quantity is made the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequated capacity – cum- capability, satisfactory past performance of the tenderers , outstanding orders load for the railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same / similar in the manner detailed in the table below :

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Up to 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer , TC / TAA should decide keeping in view of the conditions iii & iv below.

iii. The rate of the highest eligible tenderers within the zone of consideration has to be, perse, reasonable to the purchaser .

iv. In the cases of inadequate capacity -cum-capability dissatisfactory past performance , large quantity of outstanding orders (liquidation of which will take very long time) etc, the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to this constraints and in which a manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance , safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principle of natural Justice and Equity.

v. If splitting of quantity is required to be done by ordering on tenderers higher than L2 tenderer then the quantity distribution proportion amongst the tenderers will be decided by transparent logical based extrapolation of the model as indicated in para 2A (ii) above .

vi. The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/ proportion.

3 Prices:

3.1 The price should be quoted in the schedule of Requirement cum Offer Form enclosed with the Tender Documents.



- 3.2 The prices should be firm without variation or escalations.
- 3.2.1 In exceptional case, escalation may be allowed on prices due to increase in cost of raw materials on account of Governments action provided the tenderer gives in his quotation in clear and unambiguous terms the formula applicable.
- 3.3 It should be noted that the Tenderer is responsible for the correctness of details of rates, duties etc. given in the tender and no subsequent alternations on the ground that details were wrongly furnished, will be allowed.
- 3.4 In case 'Material Price Escalation Clause' is accepted all claim made against this clause will be verified by the FA & CAO, Metro Railway, Kolkata with reference to the Firm's records. For this purpose, the firm should produce complete records, whenever called for examination/verification of their claims under escalation.
- 3.5 The price quoted in the Tender, unless specifically mentioned to the contrary, shall be deemed to be inclusive of all Taxes, Duties, Royalties, Dues, Freight, Surcharges, Insurance, Wharfage, Packing and other charges paid.
- 3.6 The Tenderer is responsible for the correctness of the rates of Customs Duty, Countervailing Duty (Excise Duty) etc. which are included in their quotation and that no increase in price shall be allowed on the ground that these duties originally included in their quotations were wrongly calculated at rates lower than these prevailing at the time of tendering.
- 3.7 Adjustment due to statutory variations in the duties actually applicable, will, however, be allowed where admissible under the conditions of contract. The case of variation in the rate of Custom Duty and similar other charges, the actual amount of such duties of charges as on the date of importing of the materials to be reimbursed, shall have to be supported by documentary evidence of payment of those duties or other charges.
- 3.8 **VAT :**
- 1) The tenderer should quote the exact percentage of VAT that they will be charging extra.
 - 2) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duty stating the quantum of such credit per unit of the item quoted for.
 - 3) The tenderer while quoting for tenders should give the following **declaration**;

“ **We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the**



final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly”.

4) The suppliers while claiming the payment will furnish the following certificate to the paying authorities;

**“ We hereby declare that additional set off/input tax credit to the tune of Rs.----
-- has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted”.**

5) Even for contracts where CST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which VAT has been implemented. Accordingly the certificate under para (4) above should also be obtained in all such existing contracts where CST is payable.

6) For the states in which the VAT has not yet been introduced, the existing system of sales tax shall continue.

4. **Book Examination Clause:**

4.1 The contractor shall whenever called upon and requiring to produce or clause to be produced for examination by any Government Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and furnish information anywise relating to such transaction and produce before duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information or return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the Contractor under any statute, rules or orders shall be binding on the contractor.

4.2.A The Contractor shall, if the authorized Government Officer so required (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor’s work for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the particulars. If any portion of the work be entrusted or carried out by a sub-Contractor or any of its subsidiary or allied firm or company the authorised Government Officer shall have the power to examine all the relevant book of such sub-Contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned above.

4.2.B If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the purchaser shall have the right to reduce the price and determine the amount to reasonable level.



4.2.C Where a Contract provides for book examination clause, the contractor or its agency is bound to allow examination of its books within a period of 60 days, from the date the notice is received by the Contractor, or its agencies calling for the production of documents. In the event of Contractor's or his agencies failure to do so the contract price would be reduced and determined according to the best judgment of the purchaser which would be final and binding on the Contractor and his agencies.

5. **Price/Purchase Preference:**

5.1 **Higher Price for earlier delivery:** It should be noted that if contract is placed on a higher tenderer as a result of this invitation to Tender, in preference to the lowest acceptable offer, in consideration of offer of earlier delivery, the Contractor will be liable to pay 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 is an addition to and without prejudice to other rights under the terms of the Contract.

5.2 **Price Preference for Small Scale/Cottage Industries Units:** The purchaser reserves the option to give a purchase/price preference to the offers from Small Scale/Cottage Industries, over those from other firms, in accordance with the policies of the Government from time to time. The Price preference above cannot, however, be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness.

5.3 **Purchase Preference:** The purchaser reserves the option to give purchase preference to public sector units in accordance with the policies of Government of India as prevailing during the finalization of contract.

6. **Delivery:**

6.1 Unless otherwise agreed, the delivery period will be counted from the date of issue of Acceptance Letter issued by the purchaser.

6.2 In respect of Manufacturing items where phased delivery is required, the tenderers shall clearly and specifically indicate in their offer the earliest possible date of commencement of supply and the monthly rate at which the materials would be supplied and the date of completion of the supplies.

7. **Inspection of Stores:**

7.1 Stores are to be inspected by RITES/RDSO/CONSIGNEE/RA Berlin (for imported consignment) on at the manufacturer's works. Inspection against MTC/GC only is normally not acceptable and such offers are liable to be ignored.



A handwritten signature in black ink, located at the bottom right of the page.

- a. Materials peculiar to Railway such as parts & fittings of Rolling stock except Raw material, which have been found rectified during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such rejected materials and to avoid ultimate failures of assets. All such rejected materials peculiar to Railways should be mechanically defaced to prevent sale to Railway again.
 - b. In case the firms failed to offer the material for inspection against inspection call issued to inspecting agency or if the material has to be re-inspected due to rejection of the material at the firm's premises by inspecting agency or due to non dispatch of material within validity of inspection certificate then 50% of the inspection charges applicable for the offer quantity subject to maximum of Rs.5000/- and actual text charges incurred to be paid by the supplier to inspecting agency.
 - c. In case the purchase orders are placed on Traders/Agents for the items, which are peculiar to the Railways, Traders/Agents should indicate the source of supply and inspection to be carried out at their manufacturer's premises rather than Traders/Agents' premises, to ensure genuineness of quality of the materials. Above conditions will not be applicable for the items where inspection is being carried out MTC/GC or by the consignee in view of urgency.
- 7.2 In respect of those acceptance of tenders wherein Inspection as aforesaid have been stipulated or where inspection is at Seller's premises, the seller should notify the inspection authority the availability of materials for inspection at least 30 days before the delivery date with copies to consignee and the buyer.

8. **Validity of Tenders:**

The Tender shall be remain open for acceptance by the Purchaser for a minimum period of 120 days from the date of opening of the Tender during which period the Tenderer shall not withdraw his offer, nor amend or impair or derogate there from subject to the period being extended further if required by mutual agreement from the time to time. Any contravention of the above condition by the Tenderer will lead to forfeiture of his Earnest Money.

9. **Warranty:**

- 9.1 Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, sample, drawings, if any, and shall be operable, operate properly.
- 9.2 This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 30 months after their delivery at ultimate destination in India, or 24



A handwritten signature in black ink is located at the bottom right of the page.

months from the date of placing in service at ultimate destination in India whichever shall be earlier except in respect of complaints, defects and/or claims notified to the contractor within 4 months of such date. Any approval or acceptance by the Purchaser of the stores or of the materials incorporated herein shall not in any way limit the Contractor's liability.

- 9.3 The Contractor's liability in this respect of any complaints, defects, and or claims shall be limited to the furnishing and installation of replacement parts free of any charges or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or materials or design in the manufacture of the stores, provided defects are brought to the notice of Contractor within 4 months of their being first discovered during the guarantee period and option of the payment of the value, expenditure and damage as thereafter mentioned.
- 9.4 The contractor shall, if required, replace or repair the goods or such portion thereof as rejected by the Purchaser, free of cost at the ultimate destination or at the option of the Purchaser, the Contractor shall pay to the Purchaser value thereof at the Contract price and such expenditure and damages as may arise by reason of the breach of the condition herein specified.
- 9.5 All replacements and repairs that the purchaser shall call upon the Contractor to delivery or perform under this warrant shall be delivered and performed by contractor promptly and satisfactorily within three months. If the contractor so desires, the replaced parts can be taken over by them/him or their/his representative in India for disposal as they/he deem/deems fit within a period of three months from the date of replacement of goods/parts. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

9.6 Bank Guarantee for Warranty:

- 9.6.1 In case of all items of Plant and Machinery and such other items of stores where defects come to notice only after it has been put to use, the contractors shall be required to furnish, Bank Guarantee for 10 percent of the value of the contract from a Nationalized Bank valid for the Warranty period plus a further claim period of Six months to back up warranty obligation in terms of the contract as per Porforma enclosed vide **Appendix VI**.
- 9.7.1 The decision of the purchaser, in regard to the Contractor's liability and the amount, if any payable under the warranty, shall be final and conclusive.

10. Rejection of Stores:

The Contractor will be advised by the Purchaser or his nominee of the rejection of any stores with instructions to remove the rejected materials within 21 days from the date of communication of the rejection failing which the Railway's responsibilities



A handwritten signature in black ink, located at the bottom right of the page.

will cease and after that time they will remain at Contractor's entire risk and if not removed before a further period of 7 days, ground rent will be charged or demurrage at the goods tariff rate as the case may be or book the materials to the contractor 'Freight to Pay' without any further reference.

If in the opinion of the inspecting officer, the materials is not worth returning the same will be thrown away or destroyed without affording any credit to the firm.

11 Test Certificates:

11.1 In case tests are prescribed in the specification it is obligatory for the successful Tenderer to furnish the manufacture's Test Certificate or any other Test Certificate specified in the Tender along with the supply of stores. In the event of their inability to furnish test certificate, the cost of the test to be carried out will be to the Tenderer's account.

11.2 Unless otherwise provided, the stores supplied to specification is liable to test by the Director, National Test House, Alipore, or any other reputed testing agency approved by the Metro Railway, as may be decided by the Railway and should such test or tests disclose supplies is being not equal to specification laid down the stores shall be forthwith rejected and the costs of test recovered from the firm.

12. The decision of the General Manager, Metro Railway shall be final and binding and conclusive to all the parties to this contract on all questions relating to the meaning of the specification.

13. Purchase not bound to accept any Tender:

The purchaser shall not bind to accept the lowest or any Tender or to assign any reason for non-acceptance or rejection of a Tender. The Purchaser reserves the right to cancel or to accept any Tender in respect of the whole or any portion of supply specified in the Tender papers or to subdivide the quantum of supply among different Tenderers or to reduce the quantum of supply or to accept any Tender for less than tendered quantities without assigning any reason whatsoever.

14. The purchaser shall be entitled to appropriate towards the payment due to him by the Supplier in respect of any unfulfilled contract whatsoever form any payment due to the supplier or form the Security Deposit or both lying with the purchaser or any other Indian Railway or other Central Government Departments or the State Government.

15. Excise Duty/Sales Tax/VAT:

15.1 Excise duty is not leviable on post manufacturing charges or cost such as Freight/Transportation. Forwarding, Handling charges, etc. and also the cost of



packing materials like empties/containers which are of durable nature and are refundable to assessee/suppliers. Tenderers are requested to indicate those charges separately in their quotation.

- 15.2 In case the Excise Duty is not leviable, the Tenderers are requested to indicate that Excise Duty is livable extra and for that they should submit documentary evidence (i.e. Excise Gate Pass) in support of their claim of E.D at the time of submission of bill for the supply.
- 15.3 Tenderers to indicate clearly the applicability or otherwise of MODVAT rules to the item(s) in question.
- 15.4 Where the rules are applicable, indicate the extent of financial benefit accruing to the supplier in respect of unit No. of the stores, and either agree to deduct this amount from the price of the supplier or deduct it from the cost quoted.
- 15.5 In either case the price tabulating for the purpose of deciding the Tender will adopt the net (reduce) price.
- 15.6 If the quoted rate attracts any excise duty to be payable extra by the purchaser (Rlys) the ex-works prices and the rate of excise duty will have to be spelt out by the tenderer clearly. Failure by the tenderer to do so shall render the tender offer being loadable with the highest standard rate of E.D. as applicable to any manufacturers of the particular item for the purpose of decision on the tender case.
16. Firm should quote F.O.R. or Free to Destination price. In case they quote Ex-Godown price they should invariably indicate the total freight charges Ex-their Works/Godwon to Destination. In the event any offers do not specifically record anything about the FOR condition in their offer it should be assumed that their offer is FOR destination. This assumption will be final and binding on the offer and will not be subject to any legal dispute or Arbitration in future.
- 16.1 Tenderers should clearly indicate the exact rate of Sale Tax/VAT and Excise duty applicable (Even if included in the rate quoted) along with their S.T. Registration Number. If Excise Duty or Sales Tax/VAT is not quoted in the offer, the same will not be paid by the purchaser. If concessional Excise duty based on the turnover is applicable at the time of quoting and the tenderers wish that actual Excise Duty as applicable at the time of supply should be paid, then the Tenderers should clearly indicate that E.D. will vary. Based on this offers will be evaluated and the inter se position of the tenderers will be arrived at, on the basis of such upper ceiling limit of E.D. or if they quote "ED at Actuals" then the tenderers will be evaluated based on the basis of maximum rates of E.D. applicable for that item. In case, variation of E.D. on account of increase in turn over is not claimed in the offer, the purchaser will not admit any increase in E.D. due to turnover.



A handwritten signature in black ink is located at the bottom right of the page.

- 16.2 If Tenderers quote a lower Excise duty rate due to misclassification of the goods under Excise tariff rules, the purchases will not pay increased E.D. payable due to such misclassification.
- 16.3 Vague offers regarding Excise duty (like E.D. as applicable extra at the time of supply) without giving the above information are liable to be loaded with a maximum applicable rate of E.D. for that item, for the purpose of evaluation and inter se ranking.
- 16.4 Whenever firm is quoting prices inclusive of excise duty then at the time of claiming payment firm will have to produce documentary evidence towards excise duty payment failing which no payment will be made.
- 16.5 If the tendering firm does not reserves their right to claim excise duty variation in future then no upward variation in contract price even on grounds of statutory variation will be admissible by the purchaser.
- 16.6 If it is a dutiable/taxable item, the current rate of sales tax/excise duty or any other taxes or duties legally leviable must be mentioned separately irrespective of rates being inclusive or exclusive of such taxes/duties. If the rate of sales tax/E.D. or any other taxes/duties is not specifically mentioned, the rate will be treated as inclusive of the highest rate of taxes/duties as applicable for that item or as reasonably ascertained by the Railways and this fact viz. price is inclusive of taxes/duties at the rate of _____, will be incorporated in the 'PURCHASE ORDER'. And in such case, it would be the responsibility of the vendor to submit necessary documentary evidence. If the vendor fails to submit such documentary evidence along with his claim, payment will be regulated/effected as per the Section 64A of Sale of Goods Act, 1930 as amended from time to time.
17. Valid & Current STCC must accompany tender/bill to admit payment.
- 18.1 The Railway reserves the rights to procure bulk quantity from approved sources/proven sources and may consider other firms for developmental order if it is deemed fit. The status of the firm shall be reckoned as on the date of tender opening and not thereafter, unless a case of downgrading/removal/suspension/ banning.
- 18.2 RDSO-approved firms are to furnish current certificate of the RDSO approved for Special Steel items or such other items as are to be procured from only RDSO approved firms, failure to comply will mean their offers may liable to be ignored. Exceptions to this may only be done, if the current (on date of tender opening) RDSO approval status is already available with the purchaser.
- 18.1 In Case of offer from foreign source, It's desirable that the offer is received direct from the foreign source in F.O.B. price in foreign currency.



A handwritten signature in black ink, located at the bottom right of the page.

- 18.2 In case Indian agents quote on behalf of their foreign principals, then while quoting they are required to furnish the Foreign Principal's Proforma Invoice, along with their offer.
- 18.3 Only in exceptional circumstances, relaxation may be allowed to a tenderer to the extent of non-submission of Foreign Principal's Proforma Invoice at the time of submitting of offer by the Indian Agent but in such cases the tenderers i.e. Indian Agents will have to furnish requisite Proforma Invoice as mentioned above as early as possible after the tender opening.
- 18.4 The Tenderer must note the aforesaid condition of admission of furnishing Principal's Proforma Invoice has to be complied with and ultimate failure in this respect may make their offer liable to be ignored.
- 18.5 In case of imported item, successful firms will be required to submit copy of Proforma Invoice of their Principals; Customs out-passed Bill of Lading etc. along with their supplies, in support of genuineness of materials.
- 18.6 "One Agent can not represent two suppliers or quote on their behalf in a particular Tender."**

19 **CEE/CLW/DLW/ICF/RCF/RDSO/CORE RESTRICTED items.**

- a. The Railways reserve the right to procure entire or bulk quantity from CEE/CLW/DLW/ICF/RCF/RDSO/CORE approved sources.
- b. If the item is CEE restricted one then RDSO & CLW approved sources for that item will be treated at par with CEE approved sources.
- c. The status of the firm shall be reckoned as on the date of tender opening and not thereafter unless a case of down grading/removal /suspension/banning.
- d. If the bulk quantity of the item is procurable from sources approved by RDSO/CLW/DLW/ICF etc only, tenderers must submit their valid & current approval certificate for the tendered item along with their offer, failing which their offer is liable to be ignored. Exception, however, can be made only in case the tenderer's name appears in the current list of approved sources available with the purchaser.
- e. If tendering firm(s) is not approved as mentioned above, either for placement of bulk order or for developmental as on the date of tender opening then they must submit credentials in details, etc. Machinery & Plant, Testing facilities, QAP and Technical Manpower etc in deserving cases, their offers may be considered by developmental orders after assessment of capacities/ capabilities by nominated approving authority. Onus of getting such an approval from nominated approving authority within 120 days i.e. the normal validity of an offer against an advertised tender will lie with the tendering firm(s).
- f. Failure to furnish requisite credentials as mentioned in Para (e) above, will make their offer liable to be ignored straight way.



A handwritten signature in black ink is located at the bottom right of the page.

- g. All Part II approved tenderers must submit attested photocopy of POs, Inspection Certificate and Receipt Notes/ Certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over the preceding three years by any Zonal Railway./PU. Such tenderers are to note that non submission of such documents shall be taken as their not having any such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.

20. **Materials being procured from Likely sources (Firm having satisfactory past performance).**

- a. Firm should submit a performance report of having supplied similar materials to Indian Railways failing which their offer is liable to be ignored. The specimen Proforma is enclosed as APPENDIX - IV
- b. The Railways reserve the right to place orders for either entire of bulk quantity on firms having proven satisfactory past performance and may consider other firms for educational orders only provided they submit credentials the copies of Purchase orders for same or similar items of other Zonal Railways along with I/C & R/notes along with their offer failing which offer is liable to be ignored.

20.1 **Material being procured from OEM or their authorized dealers.**

- a. The Railways reserve the right to place orders for entire or bulk quantity on OEMs or their authorized dealers.
- b. Any firm quoting on behalf of OEM must submit valid & current dealership certificate along with their offer and agree for inspection by the nominated agency (as the case may be at the premises of their principal, failing their offer is liable to be ignored.

20.2 **Group IV item**

- a. The Railway reserves the right to procure entire quantity from NSIC registered vendors for this item. Firms must submit their valid NSIC certificates fro the tendered item along with their offer, falling which the offer is liable to be ignored.
- b. In case no suitable offer is received from NSIC registered vendors for this item, Railway reserves the right to procure from non- NSIC firms also.
- c. Irrespective of the tender condition appearing at Sl 20 to 20.2 above as may be applicable for the tendered item., past supply performance of the firms will also be considered while deciding the quantity to procure to be ordered on them.

21. **Denial clause. The tender is subject to denial clause as under:**

- a. Supplier will not be entitled to any benefit due to change of any statutory levies, custom duty variation. Exchange rate variation and any change in price element what so ever those affect the total value of the purchase order, which come after expiry of the original delivery period as per Purchase Order / Letter of Credit.



A handwritten signature in black ink is located at the bottom right of the page.

- b. Purchaser will not be entitled to any benefit due to change of any statutory levies and any change in price element whatsoever affect the total value of Purchase Order, which come after expiry of Original Delivery Period as per Purchase Order/Letter of Credit.

22 **Rates:**

- b. If the rates are not quoted on F.O. R destination basis, the amount of freight charges by Goods/Passenger train /Road transport should be indicated clearly & separately. The firm should be note that they would be responsible till the safe arrival of the goods at the consignee's end. Purchaser will not pay separately for transit insurance, if any, i.e. transit insurance shall be borne by the supplier.
- c. Conditional discount other than discounts offered for quantity will not be considered for adjudging the inter-se position.
- d. The tenderes must quote their rate both in figures and words. In case of any difference noted in two rates or firms quoting two rates at different places in their offer form., the offer of the will be treated as commercially un responsive and will summarily rejected.

22.1 Marking of material:

The tenderer should agree to indicate the Manufacturers Name, month and year of manufacturing by casting/stamping /etching /embossing , at an appropriate place of each piece supplied , without affecting the functional utility and structural stability of the component/item being small in size or any other reason what so ever, tenderers should indicate the same in their offer.

All Non- IRS conditions of contract must be avoided. Firm should accept the IRS conditions.

22.2 Payment Terms:

- a. For orders valuing up to Rs 1 lakh, 100% payment will be made against R/note/Acceptance of Stores only and no part payment will be made.
- b. For orders valuing more than Rs 1 lakh, the normal acceptable terms is 95% advance payment against proof of dispatch along with I/C or receipt details along with I/C and balance 5% against Receipt Note / final acceptance of stores or 100% against R/note/final acceptance of stores.
- c. For orders valuing more than Rs 1 Lakh, no part payment below Rs1 lakh will be made unless it is against the last supply.

22.3 Special conditions:

- a. It should be noted that if a contract is placed on a higher tenderer as a result of invitation of tender , in preference to a lower acceptable offer , in consideration of offer of earlier delivery , the contractor will be liable to pay 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 , sale tax/vat, 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 tender and incorporated in the contract . This is addition and without prejudice to other rights under the terms of contract

- b. Any firm quoting on behalf of OEM or any approved source (as the case may be) must submit valid and current dealership/stockiest /distributorship certificate along with their offer and agree for inspection by the nominated agency (as the case may be) at the premises of their principal, failing which the offer is liable to be rejected.
- c. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- d. Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive are liable to be rejected in case cartel formation is suspected. Railways however, reserve the right to order on one or more firm any quantity.
- e. The firms who quote in cartel may please note that their names may be deleted from the list of approved sources.

23. Time is the essence of contract and time required for effecting the supplies should be stated in unambiguous terms. Earliest guaranteed delivery should be quoted. The Tenderers should indicate the date of commencement of supply and the date of completion of supply with monthly supply schedule. The Penalties for defaults, arbitration and L/D clauses will be as per IRS conditions of contract.

24. Where warranted, the tendered quantity may be split and tender decided in favour of one or more firms on merits of each case, in consultation with Associated Finance and with the approval of the authority competent to accept the tender , having due regard to the following factor:

- i) Vital /Critical nature of the items;
- ii) Quantity to be procured;
- iii) Delivery requirements;
- iv) Capacity of the firms in the zone of consideration
- v) Past performance of firms.

25. Tenderers should note that these papers are required to be returned along with their offer duly signed and stamped by the authorized signatory on relevant pages as a token of having accepted the same, failing which the offer is liable to be ignored

25.1 Firms quoting any deviation from the tender conditions / requirements should specifically mentioned all such counter offers in a separate sheet.

25.2 In case of any difference between English, Hindi versions, English version shall prevail.



Conditions for procurement of steel items (Applicable to IS: 2062 Grade A Only)

- a. The Railway reserves the right to order entire or bulk quantity on main producers i.e. M/s. SAIL/IISCO/TISCO or sources approved by RDSO for IS: 2062 Grade B/C in part-I list or BIS approved sources for IS: 2062 Grade A. Firms to quote with copy of current and valid approval letter.
- b. If the tendering firm is a re-roller (approved by RDSO/BIS) then they should comply with the following:
 - i. They must indicate the name of the RDSO approved steel maker/integrated steel making unit/main producers from where they shall take supplies of ingot/Billets/Blooms to manufacture material under procurement.
 - ii. If the tenderer happens to procure ingot/Billets/Blooms from RDSO approved steel maker unit/integrated steel unit then:
 1. A certificate in original from such RDSO approved steel maker/integrated steel making unit confirming the arrangement between the tenderer and themselves and also confirming is to be furnished. Such certificate should be specific with reference to the tender under consideration.
 2. Such RDSO approved steel/integrated steel unit should furnish the details of MIC number, detailed chemical analysis for the heats against which Ingots/Billets/Blooms have been manufactured to facilitate inspection by the nominated inspection agencies. The tendering firm, i.e. the said re-roller is to submit relevant documents like signed commercial invoice etc. to establish that the required ingot etc. actually have been purchased by them from the concerned RDSO approved source. Such details and documents are to be produced at the time of inspection and also with each consignment.
 3. If tender happens to procure Ingots/Billets/Blooms from main producers, then the tenderer will submit relevant documents like material test certificate commercial invoice etc. issued by such main producer to establish that the Ingots/Billets/Blooms have actually been produced from such main producers. These documents are to be produced at the time of inspection and also along with each consignment.
 4. Nominated Inspecting Authority must categorically confirm in the inspection certificate that material has been inspected at the works of the firm with further clarification as to where the ingots have been made and rolled.
 5. Failure to comply with the aforesaid conditions will make the offer liable to be ignored.
- c. Deliveries are to be made by road transport only.

27 Special Conditions for Bearings for Metro Coaches.

- a. The brands of bearings approved for procurement for various applications shall be as appearing in the relevant list of RDSO/CLW (as the case may be)



- b. For all imported bearings of FAG/SKF/Timken/NSK/NTN their Indian Associates, i.e. FAG India, SKF India, Timken India, NSK India & NTN India will be treated as manufacturer.
- c. Offers of either the manufacturers for respective brands approved by RDSO/CLW (as the case may be) or their authorized agents with tender specific authorization will only be considered. Orders will also be placed accordingly.
- d. Inspection will be done by the Railway's nominated agency at the premises of the manufacturer or at the premises of the authorized agent only to the full satisfaction of the inspecting authority. Any offer with visual inspection clause or inspection against MTC & GC will not be accepted. In case of inspection at premises other than manufacturer's premises, inspection will be done in the presence of manufacturer's representative.
- e. For imported consignment in case of order being placed on authorized agents, they (authorized agents) will have to deposit security deposit as per IRS condition, when asked under the advance acceptance, for due execution of the contract within a guaranteed delivery period . This is irrespective of the fact as to whether the firm is registered with Metro railway or not. However, if the orders are being placed on Indian associates of the foreign principals, viz. M/s. FAG Bearings India for FAG/Imported make, M/s. SKF/Imported make, M/s. NSK India for NSK/Japan make and M/s. Timken India for Timken/USA make, then they may be exempted from depositing SD.
- f. For imported consignment , firms will have to give consent to furnish copy of custom out passed Bill of entry, maker's test and guarantee certificate relevant to each consignment, copy of bill of lading /AWB relevant to each consignment, copy of commercial invoice of the foreign makers at the time of inspection and supply.
- g. In case of order being placed on authorized agents, the manufacturers will have to give a guarantee for satisfactory execution of the contract by their authorized agents by issuing a letter to that effect.
- h. The bearings are to be supplied in makers original cartoon and from the country of origin as approved by RDSO/CLW (as the case may be).

28. **Special conditions for Paint items.**

a)The tenderers must enclose the approval of the nodal approving agencies of Paint as mentioned in the table given below along with their offers.

	Paint item	Approval required
1.	Exterior Finishing & undercoat paints to IS:8662/93, Knifing stopper Putty to IS:5083/88, Varnish exterior finishing to IS:524/83	ICF approved manufacturer to respective specification.
2.	Paint Plastic Emulsion White to IS:5411(Part II)/1972	ICF approved manufacturer to IS:8662/93
3.	i) Paint interior finishing and undercoat to IS:133/93 ii) Aluminium paint to IS:2339/63	ICF approved manufacturer for the paints of respective IS



	i) Red Oxide Zinc Chrome Priming to IS:2074/92 ii) Paint bituminous Black to IS:9862/81 iii) Black Japan type A to IS:341/73	specification.
4.	Paint Bituminous Black to IS:158/81	RDSO approved manufacturer as well as the firms approved by NSIC under single point registration scheme.
5.	All other ready mix paints except those under Sl. No.iii, iv above.	RDSO approved firms for Bridge and Wagons paints as well as steel structures and other applications.

b) Packing Clause

1.	Aluminium paints to IS: 2339/63	20 ltr. New Dual non-returnable metal containers.
2.	Knifing Stopper Putty to IS:5083/88	20 kg. to 35 kg. new non-returnable metal containers conforming to IS:2552/89, Gr.-BII
3.	All other Paint items	20 ltrs. New non-returnable metal containers conforming to IS:2552/89, Gr.-BII

Any counter offer in this packing clause as mentioned above will render the offer to be ignored.

c) Requirement of NTH certificate

- i) No NTH Certificate is required to be submitted for following paints items.
 - Interior finishing & undercoat Paints to IS: 133/93
 - Exterior undercoating paints to IS: 8662/93
 - Paints exterior Off White to IS: 8662/93
 - Paints exterior Cherry Red to IS: 8662/93
- ii) For all other paint items valid NTH certificate not older than 6 years as on the date of tender opening is required to be submitted along with offer without which the offer shall be ignored without any reference to the firm. Onus for submission of certificate exclusively lies with the tenderer.

d) Brand name should be quoted for all exterior paints.

29. Down loading of tender document from Internet.

If tenderer down load the tender document from INTERNET, they should submit offer along with the requisite cost of the tender by demand draft/bank draft, in favour of



FA&CAO/Metro railway/Kolkata otherwise their offer shall summarily rejected. The firm submitting their offer should give a certificate that the downloaded bid document submitted along with their offer, does not contain any change or modification i.e. it is verbatim same as appearing in Metro Railway's website no.: www.kolmetro.com. If later on it is found that the tenderer has made any change or modification in the downloaded tender documents their offer is liable to be rejected.

In case any tenderer is found to be indulging in changing /adding or deleting the contents of the tender documents downloaded from internet, the tenderer will be liable to face necessary action as per extant instructions which could be removal from the approval list, banning, suspension of the business dealings etc.

30. Fall Clause:

a). The price charge for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell the stores of identical description to any person / organization including the purchaser of any government of central government /undertaking of the central or State government as the case may be during the period till all supply against the contract including the option clause quantity (if any each complete).

b). If at any time during the said period the contractor reduces the sell price , sell or offer to sell such stores to any person/organization including purchaser or any department of central or any statutory undertaking of the Central or State government as the case may be at the price lower than the price chargeable under the contract , he shall forthwith notify such deduction of sell or offer to sell to the Metro Railway and the price payable ; under the contract for the stores supplied after the date of coming in to the force of such reduction of sale or offer of sale shall stand correspondingly reduced. The above stipulation will however not apply to:

i) Export by the contractor

ii) Sale of goods as original equipments at price lower than the price charge for normal replacement.

iii) Sale of goods as drugs, which have expiry dates.

iv) Sale of goods at lower price on or after the date of the completion of sale replacement or order of goods by the authority concerned under the existing or previous rate contracts as also under any previous contracts entered in to with the Central or State government department including their undertaking excluding joint sector companies and / or private parties and bodies.

c). The contractor shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against the rate contract:

We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the government under the contract here in and such stores have not been offered / sold by me / asked to any person/ organization including the purchaser or any department of the Central government or statutory undertaking of the Central /State government or as the case may be up to date completion of supply



against all supply order placed during the currency of the rate contract at a price lower than the price charged to the government under contract except for quantity of stores categorized compared under sub –clause in (i),(ii),(iii) & (iv) above.

31. **Validity of offers:**

Should be valid for 120 days failing which the same is liable to be ignored.

32. **ISO – 9000 CERTIFICATE OF VENDORS**

It is notified that the safety and vital /critical items being used in Metro Railway will be procured from the ISO – 9000 certificate holding firms only. The manufacturers/ Suppliers dealing with Metro Railway are advised to obtain ISO – 9000 certificate in their own interest positively.

Additional Special Terms and Conditions

SN	Items	Instructions
1.	Earnest Money Deposit	<p>i) The Earnest Money deposit (EMD) shall be taken from all tenderers against Advertised Tenders subject to following exemption.</p> <p>a) Vendors registered with NSIC upto the monetary limit of their registration for the items tendered.</p> <p>b) Vendors registered with Railways upto the monetary limit of their registration for the items tendered / trade groups of the items tendered.</p> <p>c) Vendors on approved list of RDSO/ PUS/CORE/Railways etc. for those specific items for which they are on approved list.</p> <p>d) Manufacturers and their accredited agent.</p> <p>e) Other Railways, Govt. Departments.</p> <p>ii) The amount of EMD to be taken in advertised tenders wherever applicable will be 2% of the estimated tender value subject to an upper limit of :</p> <p>a) Rs. 5 lakhs for tenders valuing upto Rs. 10 crores and</p> <p>b) Rs. 10 lakhs for tenders valuing above Rs. 10 crores</p>
2.	Security Deposit	<p>i) <u>Safety Items</u>: the Security Deposit (SD) / Performance Guarantee shall be taken from all firms for contracts for all safety items placed against advertised tenders and global tenders subject to the following exemptions:</p> <p>a) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered.</p> <p>ii) <u>Other than safety items</u>: The Security Deposit (SD) shall be taken from all firms for contracts for items other than safety</p>



		<p>items placed against advertised tenders and global tenders subject to the following exemptions:</p> <p>a) Vendors registered with NSIC upto the monetary limit of their registration for the items order.</p> <p>b) Vendors registered with Railways upto the monetary limit of their registrations for the items ordered /trade groups for items ordered or vendors on approved list of RDSO/PUS/CORE/Railways etc. for those specific items for which their on the approved list or other Railways Govt. Department on their specific request and on merits of this case as considered by Tender Committee.</p> <p>iii) The usual Security Deposit should however be taken in case the contracts are placed on unregistered / unapproved firms or for items for which a particular firm is not registered /approved .</p> <p>iv) The amount of SD to be taken wherever applicable will be 10% of total value of contract subject to upper ceiling of Rs. 10 lakhs for contracts valuing upto Rs. 10 crores and Rs. 20 lakh for contract valuing above Rs. 10 crores.</p>
3.		Upper limit on amount of EMD and SD may be enhanced suitably for tender cases /contracts valuing beyond the acceptance powers of GMs/AMs. However the same should be clearly specified in tender documents and purchase orders /contracts.
4	Validity of EMD	EMD should remain valid for a period of 45 days beyond the final Bid validity period.
5.	Validity of SD	Security Deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligation of supplier .
6.	Return of EMD	<p>i) EMD of the unsuccessful bidders should be returned to them within 30 days after expiry of final bid validity.</p> <p>ii) EMD should be refunded to the successful tenderers on receipt of Security Money.</p>
7.	Return of SD	After completion of all contractual obligation, SD should be returned to the successful supplier within 60 days.
8.	Bank Guarantee for Warranty	Successful bidders have to submit Bank Guarantee for 10 % of the equipment value towards Warranty obligation as detailed at Sl. No. 9.6 and 9.6.1 of Special Conditions of Contract.



Check Sheet for Bidders

The bidders are requested to check the tender forms before submission of the same with special reference to the following:

- Tender has been filled up properly and all corrections have been initialed.
- Requisite earnest money has been deposited with tender form.
- Description of Stores and quantity offered are as per tender requirement.
- Rate has been written both in figures as well as words.
- If the offer is on FOR station of dispatch / Ex-works basis, freight element has been indicated separately. In case freight element is not indicated, the offer shall be loaded with the prevailing Railway Parcel freight to determine the inter-se ranking of the offers.
- If the material is being offered as per firms own drawing, copies of the same have been enclosed.
- Tender form has been signed and stamped on relevant pages and is being returned along with offer.
- Appendix -IV has been filled up and signed
- Offer form has been signed with stamp.



A handwritten signature in black ink, located at the bottom right of the page.

**PROFORMA OF BANK GUARANTEE FOR 10% CONTRACT VALUE
TOWARDS WARRANTY GUARANTEE.**

To
The President of India
Acting through the FA&CAO,
Metro Railway
33/1 J.L.Nehru Road,
Kolkata -700071

METRO RAILWAY, KOLKATA

Sub – Guarantee No-----for----- (Amount) covering
equipment (s) Serial No----- supplied to (Consignee/s).

Ref- Contract No-----dated -----
Placed on M/S-----

1. WHERE AS M/S -----on of our constituents.
(here in after called the “seller “) Have agreed to sell to you (here in after referred to as the
“Government “) No of ----- (give description) as per contract No-----
----- Dated----- (here in after called “ the said contract”).
- 2.AND WHEREAS according to the terms of said contract, it has been stipulated that
payment of 10% of the value of the stores would be made, provided that the Seller furnish to
the Purchaser a Bank Guarantee from a recognized bank, acceptable to the Purchaser for 10
per cent of the value of the said contract., valid for a period covering in full the Guarantee
period as per the warranty clause of the said conditions of the contract, being the conditions
attached to and forming part of the said contract.
3. AND WHERE AS the sellers have approached us to give the said Bank Guarantee on their
behalf in your favour for an amount representing 10 percent of the value of the said contract
which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Sellers, we hereby
irrevocably undertake and Guarantee to pay to the government of India or as such other place
as may be determined a by you forth with on demand and without any demur, any some up to
a maximum amount of ----- (Rs.-----) representing 10 percent of the value of the
stores dispatched under the said contract in case the Sellers make default in paying the said
sum or make any default in performance, observance or discharge of the Guarantee contained
in the said contract.
5. We agree that the decision of the Government, whether any default has occurred or has
been committed by the Sellers in the performance, observance or discharge of the Guarantee
aforesaid shall be conclusive and binding on M/S-----
-----.



6. Government shall be at liberty, from time to time to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this Guarantee or our liability hereunder.

7. We undertake pay to the Government any money so demanded not in standing any dispute of disputes raised by the Sellers in any suit or proceeding pending before any

court or Tribunal relating there to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This bank Guarantee comes into force when the balance ten percent of the value of the stores, shipped per vessel ----- vide Bill of Lading No. ----- dated ----- or R/R No ----- dt.------(in the case of indigenous contracts) under the said contract, has been paid will remain in full force and effect up to ----- i.e. for ----- months counted from the date of placing the stores in service, shall continue to be enforceable for further five months i.e. up to (date), hereinafter called the said date.

9. This Guarantee will not be discharged due to the change in the constitution of the bank or the Sellers.

10. That no claim under this Guarantee shall be entertain by us unless the same has been preferred by the Government within the said date.

Date-----

Place-----

Witness-----

Signature-----

Printed Name-----

(Designation)

(Bank's Common Seal)

