

METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LIMITED

Open Tender for the Procurement of Automatic Slack Adjuster Repair Kits - Leyland Vehicles

Tender Document No.	: 28/31578/NS2/MTC/2022
Tender Published on	: 26.03.2022
Cost of Tender Document	: Rs.500/- in person (or) Rs.550/- by post (inclusive of tax and non-refundable). DD drawn in favour of MTC (Chennai) Ltd.,
Sale of tender Document	: 26.03.2022 to 12 .04.2022 (from 10.00 am to 12.00 pm)
Last Date of Time of submission Of Tender Document	: 12 .04.2022 at 2.30 p.m.
Date and Time of Opening of Tender Document	: 12.04.2022 at 3.00 p.m.
Tender opening at	: Corporate Office Metropolitan Transport Corporation (Ch) Ltd., Conference Hall, Pallavan House, Anna Salai, Chennai - 600002
EMD amount	: Rs.69,490/-

GENERAL CONDITIONS

The Tender consists of Technical Bid and Commercial Bid in the prescribed form.

The tenderer shall furnish two bids (a) Technical Bid and (b) Commercial Bid in two separate covers duly superscribed in the respective cover properly and lodge them in one outer cover supplied by the MTC.

Both the bids shall not be clubbed in one cover.

The prescribed format for Technical Bid is given in Annexure -I and the Commercial Bid in Annexure - II of the tender schedule.

The tender will be rejected if the tender is not submitted in the tender format given by MTC Ltd.,

The Technical Bid shall be short listed to ascertain the eligible tenderers and then offer containing the Commercial Bid in respect of successful Technical Bidders shall be opened for further processing on the specific day, which will be informed by MTC.

Failure to submit the bids in two covers shall result in rejection of the tender summarily. The tender for Technical bid shall be opened by the Tender Opening Committee in the presence of tender participants.

Only one representation of the bidder, with bidder's authorization letter will be allowed to attend the bid opening.

D.D. for EMD/undertaking for EMD and all other relevant documents shall be enclosed along with Technical Bid only.

Conditional offers made by the firms in the tender are liable to be rejected.

Based on the evaluation of Technical Bid, the short listed Commercial Bids shall be opened on the specified date informed by MTC.

Deputy Manager (Materials)

Tender No. 28/31578/NS2/MTC/2022

Sold To:

ANNEXURE - I
TECHNICAL BID

(To be sent in a separate sealed cover superscribed)

I. INFORMATION ABOUT MANUFACTURER:

- | | | | |
|--|----|---|-------|
| i) (a) Name of the firm | -- | | |
| (b) Address of the Registered Office | -- | | |
| (c) Telephone No. | -- | | |
| (d) E.Mail Address | -- | | |
| (e) Fax | -- | | |
| ii) (a) Factory /Work Address | -- | | |
| (b) Telephone No. | -- | | |
| (c) E.Mail Address | -- | | |
| (d) Fax | -- | | |
| iii) Capital employed in Rupees | -- | | |
| iv) No.of employees | -- | | |
| v) Sales turnover during the previous three--
financial year in rupees | -- | | |
| vi) Latest audited and published Annual
Report and Balance Sheet are enclosed | -- | a)Yes | b) No |
| vii) Manufacturers Constitution | -- | a) Proprietor
b) Partnership
c) Private Ltd.,
d) Public Ltd.,
e) Undertaking
f) Co-operative | |
| viii) (a) Status of the Manufacturer | -- | a) Small Scale
b) Medium Scale
c) Large Scale | |
| (b) In case of Small Scale Units
whether registered as Small
Scale Industry with Director of
Industries & Commerce SSI/MSME | -- | a) Yes | b) No |

SIGNATURE OF THE TENDERER

(c) whether the valid Registration Certificate of SSI/MSME is enclosed	--	a)Yes	b) No
(d) If enclosed Registration No. & date	--		
(e) Whether registered for GST with Central Board of Excise and Customs	--	a) Yes	b) No
(f) If yes the valid Registration Certificate of GSTIN is enclosed	--	a)Yes	b) No
(g) If enclosed GSTIN Registration No.	—		
(h) whether tenderer has availed composite tax facility in GST,	--	a)Yes	b) No
(i) If yes should enclose document proof of the same.	--		
ix) a)i) Whether on Trial/Regular Rate contract with ASRTU	--	a)Yes	b) No
ii) If Yes, Contract No. and Validity period	--		
iii) Evidence for the above enclosed	--	a)Yes	b) No
b) whether on rate contract with GeM (Copy of rate contract enclosed)	--	a)Yes	b) No
x) i) whether your company is Original Equipment Manufacturer, if yes,	--	a)Yes	b) No
ii) Documentary evidence for OEM / authorized by vehicle Manufacturers/ ASRTU/ enclosed	--	a)Yes	b) No
xi)(a) Whether the product offered has been tested and certified	--	a)Yes	b) No
(b) If yes, whether the product confirms to the specifications as prescribed by the competent authority	--	a)Yes	b) No
(c) Copy of the Latest /Valid Test Certificate enclosed	--	a)Yes	b) No

SIGNATURE OF THE TENDERER

- xii) (a) Whether supply made to STUs in Tamil Nadu during the previous three Financial Years -- a)Yes b) No
- (b) If yes, the rate, ordered quantity by STUs and supply made shall be enclosed -- a)Yes b) No
- xiii) (a) Machines available in your factory (Separate list to be enclosed) --
- xiv)(a) Manufacturing capacity in quantity per annum --
- (b) Maximum quantity that can be supplied to MTC per month --
- II** (a) Time required for delivery of material (from the date of purchase order. if executed) --
- III.**(a) Whether you are agreeable for the performance guarantee -- a)Yes b) No
- (b) Are you agreeable for the free replacement against manufacturing defects. -- a)Yes b) No

IV. EMD DETAILS:

EMD Amount	
DD/Pay Order No. & Date	
Name of the Bank/Branch	

- V. BID VALIDITY PERIOD** -- one year /any other validity period quoted by the firm in tender will be considered subject to the final decision of MTC Limited.

SEAL:

DATE:

SIGNATURE OF THE TENDERER

BID DOCUMENTS

PART - A

(TO BE FILLED IN BY THE BIDDER)

GENERAL INSTRUCTIONS FOR FILLING

1. The Bidder should submit their bid, strictly reproducing the text in case of A1, A2, A3, A4 and duly filled, wherever applicable and put its signature and seal. MTC reserves the right to reject the bid, in case of presence of unaccepted text.
2. In case the rates or data or information furnished are not sufficient or not clear or ambiguous or are not furnished, **MTC** reserves the right to reject the bid summarily.
3. Bidders should submit filled in part A, as well as any other additional information like details of previous supply made to sister Transport Corporations, in their Bid to be submitted.
4. They should submit their bid as per S.No. 3, Section III of Part B in the prescribed envelope given along with this Bid Documents.
5. The bidder before filling Part 'A' of this document should carefully go through Part 'B' and Part 'C' and offer its bid.

6. In case, the bidder had not furnished any information, MTC reserves the right to presume that particular addition /deletion to basic rate is not applicable to the bid or to presume any value considered by MTC as justifiable.
7. Insurance should be borne by the bidder. The bidder should note this and accordingly quote.
8. The bidder should furnish the transportation charges accurately, since the decision on selection of the successful bidder depends on the Nett rate (all inclusive) for the delivery & Destination at Chennai, in case the bidder had not furnished any value, **MTC** reserves the right to presume as either the basic rate furnished includes transportation charges or to presume any value considered by **MTC** as justifiable and **MTC** will place orders on the successful bidder subject to this presumption and **MTC** reserves the right to cancel the purchase order given if the actual Transportation charges exceeds the value assumed for evaluation.
9. MTC reserves the right to cancel the purchase orders on the successful bidder, in case it was found that at a later stage after revision of any of the additional charges and taxes, the nett evaluated rate for that bid was found to be the lowest, than the Purchase Order rate and MTC reserves the right to place orders that lowest bidder to be selected.

A1 - BID FORM

(TO BE FILLED IN BY THE BIDDER'S LETTER PAD)

BID NO.

BID DUE ON.....

FROM:
THE BIDDERS
NAME AND ADDRESS

TO
THE MANAGING DIRECTOR,
METROPOLITAN TRANSPORT CORPORATION(CHENNAI) LIMITED,
ANNA SALAI,
CHENNAI 600 002.

Sir,

Sub: Bid No.....submission of Bid - Regarding.
Ref: Bid Invitation Notice published on(Dates)

1. I / We have read and examined all the contents of the Bid Documents.
2. I / We hereby submit my / our bid for supply and delivery of the item covered under my/our bid.
3. I / We agree to the provisions of the Bid documents including the terms and conditions and submit this bid according to those provisions and terms and conditions.
4. I / We agree to keep this bid open for acceptance for the bid validity as specified in the Technical Bid of the tender document or any other validity period informed by the me/us subject to the final decision of MTC.
5. I / We remit, herewith an amount of Rs.....(Rupees.....
.....only) towards the Earnest Money Deposit.

6. I / We agree to forfeit the EMD, under the circumstances, furnished in the Bid documents.
7. I/We agree to keep the bid price firm, till the bid validity period, if selected as a successful bidder.
8. I / We agree to sign and execute the Contract Agreement as per the provisions of the Bid documents, if selected as a successful bidder.
9. I / We agree to remit the Security Deposit as per the provisions of the Bid document.
- 10.I / We agree to supply and deliver the bid items, as per the supply and delivery schedule to be provided in the Purchase Order / Agreement, under the terms and conditions of the bid documents and Contract Agreement with any amendments specified by MTC.
- 11.I / We hereby declare that I / We have not been blacklisted by any agency.
12. I / We hereby declare that the information furnished in this bid are true to the best of my / our knowledge.

Yours faithfully,

(Signature)
(Office Seal of the Bidders)

in the presence of Witness:

Name and Address:

Signature

1.

1.

2.

2.

(Office seal of the Bidder)

A2 - CLASSIFICATION OF BIDDER

I / We(The Bidder's Name and Address)

.....

.....

.....

hereby certify that for the purpose of this bid, I / We belong to the following
classification of bidder, applicable for the following bidding items:

(For bidding items)

(Classification of Bidder)

I / We enclose herewith, a certificate as a proof for the above classification, as per
the conditions stipulated in Part B Section IV paras 3.1 to 3.9 of Bid Document.

Encl: Certificate of Classification

(Signature of the Bidder)

Seal

A3 - EARNEST MONEY DEPOSIT

I / We have read the terms and conditions of bid in Part B (Section IV Para 2) and agree that my / our bid will be rejected, in case of non-remittance of EMD or SSI/MSME Certificate with Undertakings.)

a) I / We enclose herewith, a Demand Draft No..... from(Bank) in favour of Metropolitan Transport Corporation (Chennai) Ltd., Chennai - 600 002, payable at Chennai for Rs. (Rupees.....only) towards the EMD.

b) I / We am / are eligible for exemption from remittance of EMD, since my / our firm is(Classification of Bidder) and, therefore, we furnish an undertaking on non-judicial stamp paper of value not less than Rs.40/- (Undertaking enclosed).

Encl: Undertaking

(Signature of the Bidder)

Seal:

Note: 1. The bidder shall strike out, either (a) or (b) above, which is not applicable to the bid.

A4 - UNDERTAKING

(IN LIEU OF EMD)

(To be given by the bidder, who is exempted from remittance of EMD, subject to production of the evidence for claiming exemption).

(To be given on non-judicial stamp paper of value not less than Rs.40/-)

I / We(Bidder's Name & Address)

hereby agree to pay an amount equal to the value of EMD in the event of breach of the terms and conditions of this bid documents and the contract to be signed in case of selection as a successful bidder, during the period of contract.

Witness:

Name & Address:

1.

Signature
Signature of the Bidder

2.

Seal

BID DOCUMENTS

PART - B

CONTENTS

SECTION I	BID DATA SHEET
SECTION II	SCHEDULE
SECTION III	INSTRUCTIONS TO BIDDERS
SECTION IV	TERMS AND CONDITIONS OF BID
SECTION V	CONTRACT AGREEMENT FORM
ANNEXURE	GENERAL CONDITIONS OF CONTRACT

SECTION I

BID DATA SHEET

1. GENERAL:

- i) Bid No.
- ii) Bid Document No.
- iii) Bid Published on

Hours

Date

iv) Sale of Bids

- a) From
- b) To
- v) Last date and time of submission
- vi) Opening of Bids
- vii) Bid Opening at

Conference hall,
Corporate Office
Metropolitan Transport Corporation
(Chennai) LTD., Anna Salai,
Chennai - 600 002.

- viii) Bid validity period from
the bid opening due date

SECTION II

SCHEDULE

Schedule containing description of the Bid terms, EMD amount, specifications, Drawings/sketches, Special terms and conditions if any, supply quantity and delivery schedule as required tentatively by **MTC** are enclosed.

SECTION III

INSTRUCTIONS TO BIDDERS

1) CONTENTS OF THE BID

1.1. The bid shall be submitted in completed form, with duly filled forms given in the Annexure to this Bid document as per the Terms and conditions furnished in Section III only in the prescribed envelope enclosed.

2. THE BID SHALL INCLUDE

- i) Duly filled and signed Bid form
- ii) Earnest Money Deposit (EMD)
- iii) Documentary evidence to establish the classification of the bidder.
- iv) Documentary evidence for proven experience in supply of the Specifications.
- v) Documentary evidence for the bidder's financial, Technical and production capabilities

- vi) All data needed to be furnished as required in this bid document
- vii) Bid prices in Indian Rupees on the enclosed schedule only.
- viii) Supply and delivery schedules
- ix) Warrant / performance guarantee for the items, if any
- x) Lead time needed
- xi) Bid validity period
- xii) Latest/Valid Test reports for quality and performance
- xiii) Samples of Bid items should be furnished as specified in tender schedule and the samples of successful and unsuccessful will be retained with MTC until the completion of order

2. SIGNING OF THE BID

- 2.1) The bid shall clearly typed or written in legible ink and shall be signed by the bidder or persons duly authorized to bind the bidder to the contract.
- 2.2) All pages of the bid, except for un amended printed literatures, shall be initiated by the persons signing the bid.

- 2.3) The bid shall contain no inter lineation erasures or overwriting except as necessary to correct errors made by the bidder, in which case all corrections shall be initialed by the persons signing the bid.

3. SUBMISSION OF BIDS:

- 3.1) The bidder shall submit its bid, to the following delivery address:

The Deputy Manager (Materials)
Corporate Office,
Metropolitan Transport Corporation (Chennai) Limited,
Anna Salai,
Chennai 600 002.

- 3.2) The bid shall be submitted before the due date and time as indicated in the tender notice

- 3.3) The Envelope containing the Bid shall be sealed and super scribed with

- i) The Name and Address of the Bidder
- ii) Bid Number
- iii) Bid due and opening date.

- 3.4) On the envelope containing the bid, it should be written "Bid-not to be opened tillhours on....." (The Bidder may note that the Bid due date and time shall be duly filled and written on the envelope)

4. RECEIPT OF BIDS:

- 4.1) Bids will not be received after the hour and date fixed as the dead line for submission of bids Telegraphic bids including telex, cable or facsimile bids will not be accepted under any circumstances.
- 4.2) MTC will not take any responsibility for any delay including the postal delay.
- 4.3) Bids received by post, if rejected will not be returned to the bidders.
- 4.4) Bids opened before the due date and time for opening, due to the absence of any information on the envelope containing the bid, as stipulated in clause 3.3 above, will be rejected.

5. Opening of Bids:

- 5.1) Bids received and accepted will be opened at the prescribed time as furnished in Section I at the Corporate Office, Metropolitan

- 5.2) Only one representation of the bidder, with the bidder's authorization letter will be allowed to attend the bid opening.
- 5.3) In the event of the specified last date for submission of bids, being declared a holiday for MTC, the bids will be received up to the appointed time on the next working day and will be opened at the appointed time on the same day.
- 5.4) The bidders' names, bid prices, discounts, EMD value and such relevant details of the bids as MTC at its discretion, may consider appropriate will be announced on the opening of each bid.

6. Evaluation of Bids:

6.1) Preliminary examination and rejection

A Bid will be rejected, if

- i) The bidder withdraws its bid before opening.
- ii) Any information to be super scribed on the envelope containing the bid is not found, which will lead to opening of the bid prior to dead line for opening of bids.
- iii) The bid is written in languages other than English and Tamil.
- iv) The bid is not accompanied by EMD to the required amount / or not accompanied by documentary evidence to claim exemption from remittance of EMD.
(The bidder may please note that mere statement as 'SSI/MSME Unit' Will not be enough)
- v) MTC receive information, about 'Blacklisting' of the bidder from (State and Central Government, Government undertakings, ASRTU, CIRT, IRT and STUs).

6.2) MTC, at its discretion, may reject a bid or may consider for further evaluation with due negative weight age if,

- i) There is any deviation from or objection or reservation to any provision of this bid documents including Terms and Conditions, and the Contract Agreement with the General and Special Conditions of contract, which in the opinion of MTC, is a critical provision or a substantial deviation.

- 6.3) For the proposes of the provision of clause 6.2 above, MTC may consider, in General, the following provisions as critical provisions:
- i) Section I
 - ii) Clauses 1.2 of Section III
 - iii) Clauses 1.1 2.3, 2.5, 2.6, 5.2, 6.1, 7.2, 8.1, and 8.4 of Section IV
 - iv) Section V, and Annexure I
- 6.4) MTC reserves the right to accept or reject any bid or all bids without assigning any reason whatsoever.
- 6.5) In case of absence of any information or response to any provision of Bid documents. MTC reserves the right to presume that the bidder has accepted the provision. In case of absence of any information or data required for evaluation of the bid, bid price and supply schedule, MTC reserves the right (i) to adopt any value for the data, which it consider reasonable, and evaluate the bid, or (ii) to reject the bid or (iii) seek the data or information from the bidder, which the bidder shall oblige to furnish.
- 6.6) All the bids which has not been rejected due to the provisions in clauses 6.1 to 6.5 above, will be grouped under different classifications as per provision of Clause (3) of Section IV.
- 6.7) Bid prices would be evaluated on the following basis.

The processing and evaluation of tenders will be followed in strict adherence to the provisions of the Tamilnadu Transparency in Tender Act and Rules.

In case of ex-works if the Transportation cost is not quoted, in the Commercial Bid, it will be calculated for the purpose of evaluation at the following rates.

<u>Rate</u>	<u>For Origin within</u>
0.5%	Chennai Metropolitan Area
3.0%	Tamilnadu State
4.0%	South India(Hyderabad,Bangalore,Trivandrum)
6.0%	Bombay or Equidistance places
7.0%	Delhi or Equidistance places
7.0%	Calcutta or Equidistance places
7.0%	For other destinations.

However, MTC reserves the right to adopt any rate, within the ranges mentioned above, which MTC considers reasonable for a particular origin and the bidder may note that the above rates are only for general guidelines and the gst if any applicable will be levied as per the rules in force.

- 6.8) Whenever there is discrepancy between the total price, calculated based on unit rate quoted and the quantity and (ii) the total price quoted to the bid, the total price calculated based on unit rate will only be considered. Similarly, any amount written in words will prevail over the amount written numerically.
- 6.9) Bids will, then be compared and successful bidder(s) will be decided based on
 - i) 'Evaluated Price (without taxes) (ii) Net payment evaluated to be made (iii) Supply and delivery schedule quoted in the bid (iv) Classification of the bidder (v) Bid validity, (vi) Past experience about the bidder and the quality of the bid item (vii) Production capacity (viii) Warranty / Guarantee given (ix) Test reports (x) Compliance to specification provisions (xi) Compliance to Bid documents provisions and (xii) Inspection report samples submitted.
- 6.10) MTC reserves the right to award the contract/issue purchase order to one or more bidders, enhance/reduce the quantity given in the Tender Schedule and allot quantity / delivery period to each bidder at its discretion for each bid item dealt separately.
- 6.11) MTC also reserves the right to enhance / reduce the quantity, alter the delivery schedule and to cancel the Contract / Purchase Order so awarded as given in 6.10 above.

7) AWARD OF CONTRACT:

- 7.1) MTC will issue a purchase order to each bidder so selected, furnishing the Bid rate, Total rate, quantity to be supplied against specified time periods, Destination etc.
- 7.2) Within seven days of receipt of the purchase order, the successful bidder shall arrange to sign the contract Agreement as per the format furnished in the bid documents

and as approved by MTC and also shall arrange to remit a 'Security Deposit'.

- 7.3) Agreement shall be executed on Non-judicial stamp paper of value not less than Rs.40/-.
- 7.4) MTC will issue a purchase order to the successful Bidder. No amendment will be entertained in the firm name in due course of completion of order. The supply of the entire quantity as per P.O will be done by the firm against which purchase order issued.

8) Security Deposit:

- 8.1) The successful bidder shall remit a 'Security Deposit' in the form of a Demand Draft or Bank Guarantee in favour of Metropolitan Transport Corporation (Chennai) Limited, Chennai - 600 002, 'Payable at Chennai, obtained from any Nationalized Bank, for an amount equal to 2% of the total contract price to be ordered or a Bank Guarantee for an amount of 2% of the contract value, valid for the entire contract period. It will be refunded to the firm subject to the completion of purchase order satisfactorily in all respects by the firm.
- 8.2) No interest will be paid on Security Deposit.
- 8.4) If the successful bidder fails to remit the Security Deposit otherwise the bidder's EMD shall be forfeited and the award of contract to such a bidder will be withdrawn.

9) Others:

- 9.1) Cost of preparation and submission of the bid, and cost of preparation of the Contract Agreement document will be borne by the bidder.

SECTION - IV
TERMS AND CONDITIONS OF BIDDING

1. Bid Validity:

- 1.1 Bids shall be kept valid for the period of Bid validity as specified in Technical Bid and if any other validity is quoted by the firm in the tender document the decision of MTC will be the final.

2. Earnest Money Deposit (Emd):

- 2.1 The bidder, As Part of its Bid shall remit Earnest Money Deposit (EMD), Rs.69,490/- in the form of Demand Draft obtained from any Nationalized Bank, in favour of Metropolitan Transport Corporation (Chennai) Limited, Chennai - 600 002, payable at Chennai, for an amount as furnished in Annexure I.
- 2.2 Any bid not accompanied with the demand draft towards EMD, for the required amount, will be rejected, unless eligible for exemption.
- 2.3 EMD will be forfeited, if the bidder withdrew its bid after opening of the bids.
- 2.4 EMD remitted will be refunded to the unsuccessful bidders by cheque, after finalization of the tender.
- 2.5 EMD will be forfeited, if the successful bidder fails to sign the contract agreement and to furnish the security deposit, within the stipulated period.
- 2.6 No interest will be paid on EMD
- 2.7 EMD will be refunded to the successful bidder(s) after signing the contract Agreement and remitting the prescribed security deposit.
- 2.8 Those bidders, registered as SSI/MSME units, by Government of Tamilnadu, Government of India, Government Department, Undertakings, Corporations owned by Government of Tamilnadu are eligible for exemption from remittance of EMD. Those bidders, who claim exemption from remittance of EMD, shall furnish an undertaking on non-judicial stamp paper of value not less than Rs.40/- (Rupees forty only) to the effect that the bidder agrees to pay an amount equal to the value of EMD, in the event of breach of the terms and conditions of its bid documents.

3. Classification of the Bidder:

- 3.1 The bidders shall be grouped for the purpose of this bid to the following classification:
- i) Original Equipment Manufacturers and suppliers to vehicle Manufacturers.
 - ii) GeM Rate Contract holders
 - iii) Manufacturing units of Government Departments / Undertakings.
 - iv) Registered SSI/MSME Units located in Government of Tamilnadu.
 - v) Other Manufacturers and authorized sole selling agents of Manufacturers.
 - vi) Authorised distributors of manufacturers
 - vii) Other supplier
- 3.2 Preference in the form of positive weightage will be given, while evaluating the bid in order of classification from 3.1 (i) to 3.1 (vi) as furnished in para 3.1 above, with classification 3.1 (i) getting the top priority and classification 3.1 (vi) getting the least priority.
- 3.3 Documentary evidence to establish the classification of the bidder shall be furnished as part of its bid.
- 3.4 A Bidder will be classified as O.E. Manufacturer, only if the bidder furnishes evidence in the form of
- i) a certificate to that effect, issued by the Vehicle Manufacturer, certifying that the bidder is currently supplying to them, those items which are included in this bid.
 - ii) a Photostat copy of the current supply order and the quality test report issued by the Vehicle Manufacturer.
- 3.5 A Bidder will be classified as GeM Rate contract holders, only if
- i) the bidder furnished Photostat copy of
 - a) The award of Rate Contract
 - b) Terms and Conditions of the Rate Contract
 - c) Validity period of the Rate Contract and
 - d) Specifications, test procedures and penalty conditions of the Rate Contract.

- ii) The bidder shall furnish an Undertaking, along with the bid itself, to the effect that the, bidder shall agree to supply the items as per the terms and conditions, covered under the Rate Contract and preferred by MTC in addition, to the terms and conditions of this bid documents.

3.6 A Bidder will be classified as Registered SSI/MSME Unit in Tamil Nadu, only if furnished clear and legible the bidder Photostat copy of the registration certificate issued by Govt. of Tamil Nadu, registering the bidder as SSI/MSME Unit for manufacturing the items covered in this bid.

3.7 A Bidder will be classified as other 'Manufacturer' if the bidder furnishes the Photostat copy of the Manufacturing License issued by the concerned authorities, for manufacturing the items covered in its bid.

If the bidder happens to be the sole selling agent through whom only, a manufacturers, of the bid item shall supply the item (i.e. manufacturer directly will not supply to the market), the bidder shall furnish a certificate issued by the manufacturer to the effect that the bidder is the sole selling agent of the manufacturer and will supply the item only through the bidder. The bidder in this case, will be classified as sole selling agent on par with the classification of the particular manufacturer.

3.8 Bidders, who claim to be classified as 'Authorized Distributor' or 'Authorized Dealer' shall furnish a certificate from the manufacturer to that effect.

3.9 All other bidders shall be classified as 'Other suppliers'. Among them, preference will be given to those bidders, who have registered themselves in the Current Authorized Vendor list of MTC.

4. PROVEN EXPERIENCE:

The bidders shall furnish the documentary evidence for the supplies made in respect of the bid items, to MTC or to any STUs of Tamil Nadu or to any other reputed organizations.

5. BID PRICE:

5.1 Prices / Rates quoted shall be firm throughout the period of Bid validity.

5.2 'C' or 'D' Form will not be issued by MTC

5.3 Rate shall be quoted for the 'unit' quantity, as required in section I if the rate is quoted for some other unit of measurement, the conversion factor to be adopted shall be furnished.

6. SUPPLY AND DELIVERY SCHEDULE:

- 6.1 The bidder shall furnish the guaranteed supply and Delivery Schedule, against the delivery schedule indicated by MTC (guaranteed quantity against the delivery period).
- 6.2 It is the responsibility of the bidder, to supply and deliver the items, at its own cost to the specified destination.
- 6.3 The supply will be deemed to be effected only when the items are received at the destination point.

7. TERMS OF PAYMENT:

- 7.1 The normal payment terms for the supply of materials to MTC is 45 days from the date of receipt of materials at the destination point.
- 7.2 Any other payment terms quoted by the firm in the Tender document will be considered subject to the final decision of MTC.
- 7.3 The bidder may quote clearly, the discounts applicable, method of calculation of discounts, conditions for eligibility of discounts etc.
- 7.4 Bank Commission/charges if any, will borne by the bidder.
- 7.5 The date acknowledged by the Central Stores(Inspection Cum Receipt Note) on the invoice/Bill shall be the date of receipt of reckoning the payment.

8. SPECIFICATION & QUALITY OF MATERIAL:

- 8.1 The bidder shall supply the items, as per the dimensions and specifications and as per the drawing / Sketch furnished in Part - C.
- 8.2 The bidder shall also quote for items of material specifications, equal or superior to those specification mentioned in para 9.1 above.
- 8.3 Whenever specification are not furnished, the relevant ASRTU specifications /IS specifications if available, shall be applicable.

- 8.4 The bidder shall also furnish sample and shall guarantee to supply the item as per the specification of the contract and the sample.

9. WARRANTY:

The bidder may furnish 'Warranty' for the performance of the items.

10. TEST REPORTS:

The bidder may furnish and authenticated latest /valid test reports to prove the quality (as per ASRTU/IS Specification) of the items to be supplied by the bidder.

SECTION - V

CONTRACT AGREEMENT FORM

This Agreement (Agreement No.....)
made and entered into at Chennai, India on (Date) between Metropolitan
Transport Corporation (Chennai) Limited (hereinafter referred to as 'MTC')
having its registered Office at Anna Salai, Chennai - 600 002. and its
success and assigns of the one part, and (Name of the successful bidder)
having its registered office at.....
represented by Mr..... residing at
(hereinafter called the Contractor) and the Contractors' successors and
assigns of the other part.

And whereas MTC invited bids, for the supply and delivery of
materials under Bid No.....as per the provisions of the Bid
Documents (Bid Document No.....)and in response to the Bid
invitation the Contractor submitted its Bid (Reference No.
.....dt.....)

Now this Contract Agreement Witness

I) In this Agreement, the following documents shall be deemed

to form, ' to be read and construed as part of this agreement,

to be formed as 'Contract Documents'

- i) The said Bid
- ii) The Bid Document No.
- iii) The terms and conditions of the Tender Document.
- iv) Security Deposit
- v) Letter of award of Contract/Purchase Order No.
- vi) Acceptance letters' of the contract No.....dt.....

2)The Contractor and Metropolitan Transport Corporation (Chennai) Ltd., hereby agree to execute the Contract as per the provisions of this contract Agreement No.....and as per provisions of the contract Documents and as per the Terms and Conditions annexed to this Contract Agreement.

3)This Agreement is subject to Chennai jurisdiction IN Witness Whereof the parties hereto have caused their respective consumer seals / official seal to be taken to be affixed or have hereinto set their respective hands and seals the day and the year above written.

On behalf of M.T.C.

On behalf of Contractors.

Name

Name

Address

Address

Signature

Signature

Seal On behalf of Contractors

(Name of the Bidder)

Seal

in the presence of witness

in the presence of witness

Name and Address

Name and Address

1)

1)

2)

2)

Annexure
General Conditions of Contract

Breach of Contract:

1. In case, if the Contractor
- i) Fails to supply the schedule quantity
 - or ii) Supplies only partial quantity against the Purchase Order delivery schedule
 - or iii) Supplies to inferior material specification
 - or iv) Supplies to different dimensions, MTC reserves the right
 - i) To reject the supply made
 - and or ii) To terminate the contract
 - and or iii) To procure such contractual quantities of contract items delayed from other sources and claim
 - a) Additional expenditure incurred by way of additional payment towards price /Transportation cost/ other cost Taxes plus
 - b) 10% overheads towards penalty and administrative charges.
 - and or v) To accept when the same price, Terms and conditions of contract, the contract item belatedly supplied or with inferior specification or different dimension, which will not be of detrimental nature for the functioning and performance of the contract items, and to claim a penalty amount equal to 10% of the Contract price.

2 TRANSPORTATION AND DELIVERY OF THE ITEM

- i) The contract hereby agrees to supply and deliver the goods on FOR/Ex works basis furnished in Annexure-**II**
- ii) All packing charges will be borne by the contractors.

- iii) The Contractors hereby agrees to replace at his own cost, any contract items damages / found defective, in the event of any loss, reduction in quantity, damage, breakage or leakage due to insufficient or defective packing or 'unsafe' mode of Transportation and Metropolitan Transport Corporation will not take any responsibility, in this regard.
- iv) Any increase in price, or levies, due to belated delivery of materials against the order, such increases will be borne by the firm only.
- v) Any demurrages / charges claimed by any Transporter of goods and / or Banks at origin and destination due to delay in taking delivery of goods, will be borne by the contractors, if delay occurs in receipt of concerned documents by MTC from the Transportation / Bank. In such cases, MTC reserves the right to pay the demurrages /charges, take the delivery of the goods and claim the amount from the contractor:

3 INSPECTION AND TESTING:

- i) MTC reserves the right to:
 - a) Preliminary inspection to check the diversions and material quality.
 - b) Conduct test on Random sample basis or any particular price for detailed material quality tests and performance tests by sending samples to CIRT / IRT / or any institution and the sample tested by the IRT/CIRT or any institution should meet out the ASRTU/IS Specification.
- ii) In case, the contract item passes through the preliminary inspection, it will be accepted, subject to other conditions of acceptance.

- iii) In case, the contract items fails on inspection and testing, as well as detailed testing of samples, MTC reserves the right to reject the batch of supply and to terminate the contract, in the case of repeated failures.
- iv) The contractor is liable to replace the rejected items at its own cost, within 30 days of receipt of information from MTC and if not replaced in time, MTC is entitled to impose a penalty claim equal to 10% of the net value of the rejected items.

4.DISPUTE:

- i) In case of any dispute, the decision of Metropolitan Transport Corporation shall be final and binding upon the contractor. In the case of unsettled disputes, the provisions of the Arbitration Act, shall be applied to the adjudication of all such disputes.

In case of settlement of dispute through court of law this contract is subject to Chennai Jurisdiction.

- ii) Notwithstanding pendency of any dispute subject to the concurrence of Metropolitan Transport Corporation, the contractors shall continue to execute the contract further.

**METROPOLITAN TRANSPORT CORPORATION (CHENNAI) LTD,
ANNA SALAI. CHENNAI - 2
ANNEXURE-II
COMMERCIAL BID**

TENDER No. 28/31578/NS2/MTC/2022

SOLD TO:

AUTOMATIC SLACK ADJUSTER REPAIR KITS FOR LEYLAND VEHICLES

Price should be quoted only on this schedule

SL. NO.	Folio No.	Nomenclature and Part No.	HSN CODE	UOM	Qty	Basic Price Per UOM	GST		
							CGST	SGST	IGST
1.	LK154	MAJOR REPAIR KIT AUTOMATIC SLACK ADJUSTER FOR BSIII/BSIV-MEI-RK-002		No	7200				
2.	LK155	COVER PLATE ASSY AUTOMATIC SLACK ADJUSTER FOR BSIII/BSIV MEI-SASA-34790/ MEI SASA-1676		No	7200				

1.	Discount		
2.	Mode of Delivery (Strike whichever is not applicable)	A. For Destination : B. Ex-Works : (If ex-works, Transportation Charges up to the destination at Chennai shall be specified which shall not exceed the limits mentioned in SI.No. 6.7 Sec. III Part B	
3.	Terms of Payment	45 Days Credit / any other payment terms quoted by the firm in the tender document will be considered subject to the final decision of MTC.	

Seal

Signature of the Tenderer