



**Metro-Link Express for Gandhinagar and Ahmedabad (MEGA)
Company Ltd.**

Tender No. MEGA/GD&AD/MP-S1/R/2018

Date: 08-09-2018

“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”

TENDER DOCUMENT Comprises of:

- ***Notice Inviting Tender (NIT)***
- ***Instruction To Tenderer (ITT)***
- ***Particular Specification***
- ***GCC & SCC***
- ***Financial Package***
- ***Drawings***



Issued by

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Website: www.gujaratmetrorail.com

Corporate Identification No (CIN): U60200GJ2010SGC059407

TABLE OF CONTENTS

NOTICE INVITING TENDER (NIT).....	3
INSTRUCTIONS TO TENDERER (ITT).....	8
GENERAL CONDITIONS OF CONTRACT (GCC).....	18
SPECIAL CONDITIONS OF CONTRACT (SCC)	58
PARTICULAR SPECIFICATIONS	63
FINANCIAL PACKAGE.....	73
TENDER DRAWING	79

NOTICE INVITING TENDER (NIT)**TENDER NOTIFICATION No: MEGA/GD&AD/MP-S1/R/2018****Dated: 08th September 2018****GENERAL:**

Metro-Link Express for Gandhinagar and Ahmedabad Company Limited (MEGA) invites Tenders under single stage three packet system for “Supply of two nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd” as per terms and conditions contained in this instant Tender No. MEGA/GD&AD/MP-S1/R/2018.

NAME OF THE WORK AND SCOPE OF WORK IN BRIEF:

Name: “Supply of two nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd”.

1. Key Details:

1	Tender Upload / Notification Date	08-09-2018	
2	Tender No.	MEGA/GD&AD/MP-S1/R/2018	
3	Tender Name.	Supply of two nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd	
4	Tender Fee (Non-refundable)	<ul style="list-style-type: none"> • INR 1,000/- in favor of DD /Pay Order in the name of “Metro Link Express For Gandhinagar And Ahmedabad (MEGA) Company Limited” payable at Gandhinagar • To be submitted at a time of tender submission. • Non submission of tender fees will liable to reject the tender. 	
5	Tender Guarantee	INR 12,000/- (Rupees : Twelve thousand only)	
6	Quantity	Two Numbers of Mobile Lifting Table (3 ton)	
7	Estimated value	Unit Rate	Total Price
		Rs 3 Lakh	Rs 6 Lakh
8	Purpose	To be used for fitment of Under Slung Equipment to Train Coach	

9	Nature of Item (Asset/WBS/Consumable)	Asset
10	PAC (If item required of Particular make)	NA
11	Eligibility criteria (i.e. Technical Package)	The Tenderer (who can be OEM or authorized representative from OEM) must have supplied minimum 2 (Two) numbers of Mobile Lifting Table / lifting equipment with minimum capacity of 1.5 Ton, during last five years ending 31.3.2018 to any reputed industry.
12	Delivery Time	06 Weeks from issuance of LOA/PO
13	Delivery Location	Apparel Park depot ,Ahmedabad
14	Consignee	Sr. DGM, Depot, MEGA Co. Ltd.
15	Last Date & time of Submission of filled-in Tender by Tenderer	24-09-2018, 1500 Hrs
16	Date & time of opening of three envelope (a) Tender fees, tender guarantee, (b) Technical & (c) Financial Package	24-09-2018, 1530 Hrs
17	Authority and place for submission of completed tender documents	Managing Director (Attn: Sr. DGM – Civil & Proc.) Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd. Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
18	Bid Validity Period	120 days from its submission date
19	Performance Security	<ul style="list-style-type: none"> The successful tenderer has to submit the Performance Security in the form of Bank Guarantee or DD of 10% of Contract Value. The said PBG/DD to be submitted within 20 days from issuance of LOA. The PBG / DD should be valid for 90 days beyond the completion of warranty guaranty period.
20	Warranty Period	2 year
21	Payment	100 % payment after delivery & acceptance by the consignee.
22	Currencies allowed for Tendering and Payment	Indian Rupee only

2. Eligible Bidders:

- a. Interested Manufacturers / Suppliers may submit the Tender as Single Entity.
- b. The tender fees INR 1,000/- (INR One thousand only) and Tender Guarantee INR 12,000 (INR Twelve thousand only), these documents are required to be submitted at time of tender submission. It may be noted that non-submission of tender fees and Tender guarantee will liable to reject the tender submission.
- c. Experience: (i.e. Technical Submission)
 - The Tenderer (who can be OEM or authorized representative from OEM) must have supplied minimum 2 (Two) numbers of Mobile Lifting Table / lifting equipment with minimum capacity of 1.5 Ton, during last five years ending 31.3.2018 to any reputed industry.
 - The submission from tenderer are to be self-attested also by the authorized person from Tenderer
 - Applications containing deficient information, certificates are liable to be rejected
- d. MAKE IN INDIA

To encourage 'Make in India' and promote manufacturing and production of goods and services in India, purchase preference shall be given to local suppliers in accordance with Ministry of Commerce and Industry, Government of India, Order No.P-45021/2/2017-B.E-II dated 15/06/2017
- e. The Annexure – 1 to 8 as given in GCC and Annexure 9 to 10 in Financial Package to be filled in separate sheet in same format.
- f. Financial Submission

The financial details to be filled only in FINANCIAL PROPOSAL (i.e. Annexure – 9) in tender document. The tax breakup to be filled in Annexure – 10 (i.e. Tax bifurcation).

Notes for Bidders:

- (1) The tenderer may download the tender document along with Addendum (if any). The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.
- (2) Tenders shall be submitted to the Managing Director, (**Attn: Sr. DGM-Civil & Procurement**), Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India.
- (3) Please note carefully the requirements for submitting tender and the date and time for submittal. The Tenders must be received in the office of the Managing Director at the address specified above, not later than the prescribed date and time. A receipt for tender submission will be issued free of charge.
- (4) Addendum/corrigendum, if any will not be published in the newspapers but the same will be uploaded on MEGA website www.gujaratmetrorail.com
- (5) The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Managing Director, [Attn: Sr.DGM (Civil & Proc.)] Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar

– 382010, Gujarat, India, Gujarat.

- (6) Late tenders (received after date and time of submission of bid) shall not be accepted under any circumstances.
- (7) MEGA reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the MEGA for rejection of his proposal.
- (8) If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.
- (9) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will be uploaded on MEGA's official website.
- (10) The details pertain to submission of tender, clarification etc. may be seen in ITT section (i.e. Instruction to Tenderer).
- (11) Our Contact person for this tender is **Sr. DGM (Civil & Proc.)** with mail-ID **Snehal.shah@gujaratmetrorail.com**, Telephone **+91 79 23248572**, Extension **527**

Sd/-

**Managing Director
MEGA, Gandhinagar**

**TENDER NO.
MEGA/GD&AD/MP-S1/R/2018**

“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”

TENDER NO.: MEGA/GD&AD/MP-S1/R/2018

INSTRUCTION TO TENDERER (ITT)

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

INSTRUCTIONS TO TENDERER (ITT)

1.0 INTRODUCTION

1.1 Metro-Link Express for Gandhinagar and Ahmedabad Company Limited (MEGA), a Special Purpose Vehicle established under the Companies Act, 1956 (hereinafter referred to as “MEGA” or “the Company” or “the Employer” or “the Client”), invites Tenders under single stage two packet system for “ Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”, Tender No. MEGA/GD&AD/MP-S1/R/2018.

2.0 COST OF TENDERING

2.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process. The Tender Documents are not transferable.

3.0 CONTENTS OF TENDER DOCUMENTS

3.1 The Tender Documents as listed below have been prepared for the purpose of inviting tenders for Construction of all Permanent and Temporary Works in connection with Tender No. **MEGA/GD&AD/MP-S1/R/2018** of the Ahmedabad Metro Rail Project and as more particularly described in those documents.

- I. Notice Inviting Tender (NIT)
- II. Instructions to Tenderers (ITT)
- III. GCC & SCC
- IV. Particular Specification (PS)
- V. Financial Proposal
- VI. Drawing

4.2 The Tenderer is expected to examine carefully all the contents of the Tender Documents and take them fully into account before submitting his Tender. Failure to comply with the requirements as detailed in these documents shall be at the Tenderer’s risk. Tenders, which are not responsive to the requirements of the tender documents, will be rejected.

5.0 CLARIFICATION ON TENDER DOCUMENTS

While all efforts have been made to avoid errors in the drafting of the tender documents, the Tenderer is advised to check the same carefully and seek clarifications on or before submission date. No claim on account of any errors detected in the tender documents shall be entertained at a later stage.

6.0 AMENDMENT TO TENDER DOCUMENTS

During the tender period, the Employer may issue further instructions to Tenderers or any modifications to existing tender documents in the form of an addendum. Such an amendment in the form of an addendum will be uploaded on MEGA's website.

7.0 LANGUAGE OF TENDER

All documents shall be in English Language. In case any accompanying printed literature is in other language, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

8.0 TENDER PRICE

The Contract shall be for supply of two nos. of Mobile Lifting Table (3 ton). The Tenderer shall quote rate for supply of two nos. of Mobile Lifting Table (3 ton) including all the taxes & freight. Corrections if any shall be made by crossing out, initialling, dating and rewriting.

8.1 The Tenderer shall keep the contents of his tender and rates quoted by him confidential.

8.2 The Tenderer should quote his rates inclusive of all taxes, duties, royalties, freight charges etc. The successful Tenderer (the Contractor) shall maintain meticulous records of all the taxes and duties paid and provide the same as and when required by the Employer for record.

9.0 CURRENCIES OF THE TENDER

9.1 Tender prices shall be quoted in Indian Rupees only.

10.0 TENDER VALIDITY & GUARANTEE

10.1 The tender shall remain valid and open for acceptance for a period of 120 days from the Last date of submission of tender as indicated in this tender document.

10.2 Tender Guarantee

(a) The Tenderer shall submit with his Tender a Tender Guarantee for a sum as specified in NIT in the form of a Bank Guarantee / Demand Draft issued from an Indian

Scheduled bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934. Foreign Bank should have local representative bank/branch in Gandhinagar/Ahmedabad. Bank guarantee should be payable at Gandhinagar/Ahmedabad. The Tender Guarantee shall remain valid for 60 days beyond the tender validity period.

(b) Any Tender not accompanied by an acceptable Tender Guarantee shall be summarily rejected by the Purchaser.

(c) The Tender Guarantee of the successful Tenderer shall be returned upon the signing of the Contract Agreement and the receipt by the Purchaser of the Performance Guarantee.

(d) The Tender Guarantee of the unsuccessful Tenderers shall be released when the Contract Agreement has been signed with the successful Tenderer.

(e) The Tender Guarantee shall be forfeited:

- If the Tenderer withdraws his Tender during the period of Tender validity; or
- If the Tenderer does not accept the correction of his Tender price, or
- If the successful Tenderer refuses, or neglects to execute the Contract Agreement, or fails to furnish the required Performance Guarantee, within the time specified by the Purchaser / Employer.

11.0 FORMAT AND SIGNING OF TENDERS

11.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address.

11.2 If the tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the tender. Alternatively, it shall be signed by all the partners.

11.3 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the Firm/Company. A certified copy of the power of attorney shall accompany the tender.

11.4 All amendments/corrections/ overwriting shall be initialed by the person or persons signing the tender.

11.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

12.0 SEALING AND MARKING OF TENDERS

12.1 The Tenderer shall prepare **one original** (along with scanned copy on Compact Disc) and **one copy** of the documents comprising the tender as described below. In the event of discrepancy between them, the original shall prevail. Each set containing the three packages, (A). TENDER FEES & TENDER GUARANTEE, (B). TECHNICAL PACKAGE and (C) FINANCIAL PACKAGE shall be sealed in three separate envelopes. The three envelopes shall be wrapped in an outer envelope addressed to ;

The Managing Director,

(Attn. Sr. DGM - Civil & Procurement);

Metro-Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.

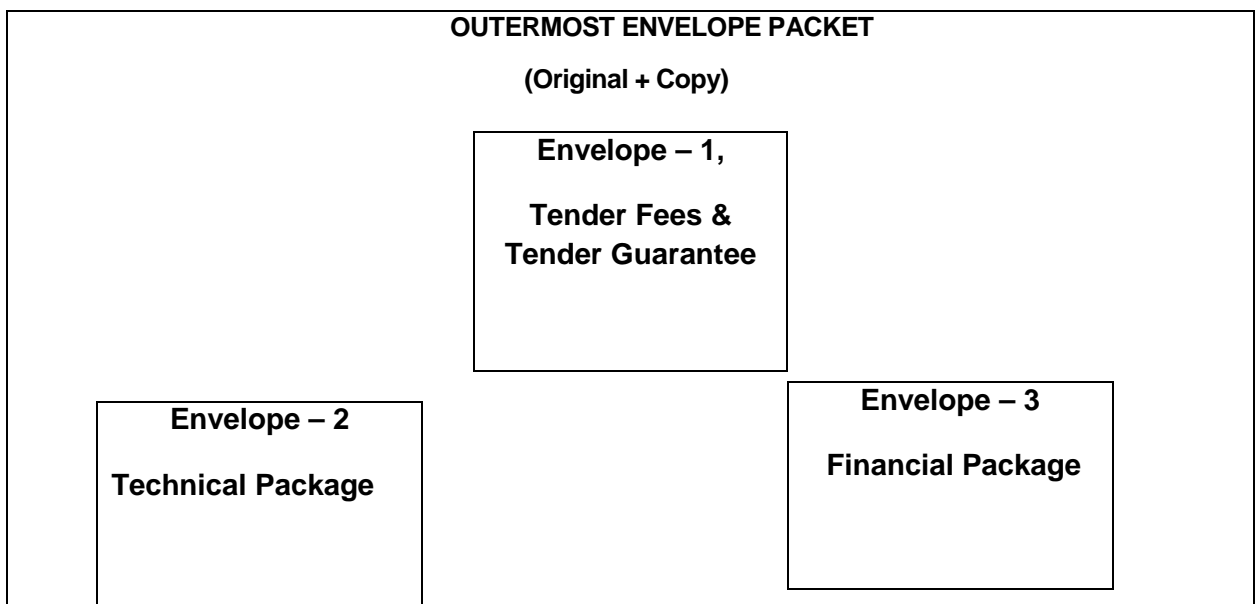
(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

duly super scribing on top, tender number, name of work, time and date for submission and time and date for opening. The envelope should also bear the name and address of the Tenderer.



12.2 No responsibility will be accepted by the Employer/Engineer for the misplacement or premature opening of a tender, not sealed or marked as per aforesaid instructions.

13.0 SUBMISSION OF TENDERS

13.1 Tenders should be submitted at the following address:

The Managing Director

(Attn: Sr. DGM- Civil & Procurement)

Metro-Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

before scheduled time and the last date for submission.

The Employer/Engineer may, at his discretion, extend this date for the submission of tender by amending the Tender Documents in which case all rights and obligations of the Employer and the Tenderer previously subject to the original date shall thereafter be subject to the new deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by the Employer, the next official working day shall be deemed as the date for submission of tender.

- 13.2 Tenders as sealed above shall be submitted in person to the designated office. The Employer cannot take any cognizance and shall not be responsible for delay in transit.
- 13.3 The authorized signatory of tenderer has to sign and stamp each & every page of this tender document as acceptance to all the terms & conditions of this tender document.
- 13.4 The tenderer has to fill the financial figure in financial package only.
- 13.5 Following are the list of documents to be submitted by tenderer; (In Original & Copy)
- A) Tender Fees & Guarantee ,
 - B) Technical Package
 - General details of Contractor
 - List of PO/LOA issued in favor of tenderer as per eligibility criteria.
 - Annexures (as applicable) given in GCC
 - D) Financial Package
 - Filled Tender Document

14.0 LATE TENDERS

Any tender received by MEGA after the deadline prescribed for submission of tenders will be returned unopened to the Tenderer.

15.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS

- 15.1 Except permitted by these instructions, the Tenderer shall not make any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as a part of his tender.

- 15.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the clause 13.1 of this Instruction to Tenderers, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as the case may be.
- 15.3 No modifications or withdrawal notice shall be permitted after the deadline for submission of the Tenders. Withdrawal of the tender after deadline for submission of tenders but prior to the period of bid validity shall result in cancellation of Tender.

TENDER OPENING AND EVALUATION

16.0 TENDER OPENING

All the Envelope (Tender fees & Guarantee technical, financial etc.) will be opened in the presence of tenderers or their representatives who chose to attend in MEGA Office. Bid/Tender Prices as quoted shall be read out by the Nominated Officials of the MEGA and recorded.

17.0 PROCESS TO BE CONFIDENTIAL

- 17.1 Except the public opening of tender, information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- 17.2 Any effort by a Tenderer to influence the Employer/Engineer in the process of examination, clarification, evaluation and comparison of tenders and in decisions concerning award of contract, may result in the rejection of the Tenderer's tender.

18.0 CLARIFICATION/ADDITIONAL INFORMATION

- 18.1 To assist in the examination, evaluation and comparison of Financial Package, the Engineer/ Employer may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer/ Employer during the evaluation of tenders in accordance with Clause 20.0 and 21.0 herein.
- 18.2 Delay / refusal or non-response by the Tenderer to the request for clarification as referred in the above Para may result in the rejection of the Tenderer's tender.

19.0 DETERMINATION OF RESPONSIVENESS

19.1 The decision of the Employer as to which of the tenders are not substantially responsive shall be final.

20.0 EVALUATION OF TENDER

20.1 The evaluation of Technical bid will be based upon criteria as stipulated in Key details table, item no.10 & submission thereof by the bidder.

20.2 Evaluation of financial offer will be based on quantities in Pricing Document and rates quoted. Any alteration or request for alteration in Pricing Document at any time after the last date of submission of tender will not be given any cognizance by the Employer.

20.3 Offers, deviations and other factors which are in excess of the requirements of the tender documents or otherwise will result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

20.4 Non-submission of Tender fees & Tender Guarantee will liable to reject the tender submission.

21.0 CORRECTION OF ERRORS

21.1 Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern and for which Employer's decision will be final.

21.2 If a Tenderer does not accept the correction of errors as outlined above, his tender will be rejected.

22.0 AWARD OF CONTRACT**22.0 AWARD CRITERIA**

22.1 The Employer will award, the Contract to the Tenderer, whose tender is responsive, complete and in accordance with the tender documents, and whose Evaluated Price is determined to be the lowest.

23.0 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

23.1 Notwithstanding Clause 22.0, the Employer reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award

of Contract, or to divide the Contract between/amongst Tenderers, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligations to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24.0 NOTIFICATION OF AWARD

24.1 Prior to the expiry of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by Tele-fax, facsimile or e-mail and to be confirmed in writing by registered/Speed-post letter, that his tender proposal has been accepted. This letter (hereinafter and as mentioned in the Conditions of Contract called as 'the Letter of Acceptance') shall name the sum which the Employer will pay to the Contractor in consideration of the execution, completion, maintenance and guarantee of the works by the Contractor as prescribed by the Contract (hereinafter and in the conditions of Contract called 'the Contract Price'). The "Letter of Acceptance" will be sent in duplicate to the successful Tenderer, who will return one copy to the Employer duly acknowledged and signed by the authorized signatory, within one week of receipt of the same by him. No correspondence will be entertained by the Employer from the unsuccessful Tenderers.

24.2 In absence of Contract Agreement, The duly accepted Letter of Acceptance signed by authorized parties (i.e. Employer & Contractor) shall be treated as Contract Agreement.

25.0 SIGNING OF AGREEMENT

25.1 The Employer shall prepare the Contract Agreement, duly incorporating all the terms of agreement between the two parties. The same to be signed within 30 days from the date of issue of Letter of Acceptance, the successful tenderer will be required to execute the Contract agreement.

25.2 The successful tenderer shall submit the following documents within 20 days from the date of issue of the Letter of Acceptance:

- a. Performance Guarantee
- b. Power of Attorney(s) and Board Resolution for signing & execution of Contract Agreement

26.0 PERFORMANCE SECURITY OF THE EQUIPMENT

26.1 The successful Tenderer shall furnish to the Employer a performance security 10% of Contract Value in the form of either BG from Indian Schedule bank or Demand Draft.

The PBG / DD should be valid for 90 days beyond the completion of warranty / guaranty period (i.e. 2 Years).

27.0 CONTACT PERSON IN MEGA OFFICE

Contact details of authorized person of MEGA for any clarification regarding this tender:

The Sr. DGM (Civil & Procurement)

Snehal.shah@gujaratmetrorail.com

Phone - 079 – 23248572. Extension: 527

**TENDER NO.
MEGA/GD&AD/MP-S1/R/2018**

“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”

TENDER NO.: MEGA/GD&AD/MP-S1/R/2018

**GENERAL CONDITIONS OF CONTRACT &
SPECIAL CONDITIONS OF CONTRACT**

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITION OF CONTRACT (GCC)

100. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

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

stores as may be prescribed by the contract;

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

120. Word in the singular includes the plural and vice-versa.
121. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
122. The heading of these conditions shall not affect the interpretation or construction thereon.
123. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 or the Indian contract Act, 1872 or the General Clauses act, 1897 as the case may be.
124. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (2011 or latest edition), 38 Cours Albert 1er, 75008 Paris, France.
125. "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
126. "Employer" means the person named as such in the Tender Data Sheet and includes the legal successors or permitted assigns of the Employer
- 200. CONTRACT DOCUMENTS**
201. Subject to Article Order of Precedence of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 300. SEVER ABILITY**
301. If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 400. TIME FOR COMMENCEMENT AND COMPLETION**
401. The Contractor shall commence work on the Facilities within the period specified in the Schedule of Requirement and without prejudice to the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified.
402. The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Tender Data Sheet.
- 500. CONTRACTOR'S RESPONSIBILITIES**
501. The Contractor shall design, manufacture, deliver and carry out defect liability period obligation (including associated purchases and/or subcontracting) with due care and diligence in accordance with the Contract.
502. The Contractor confirms that it has entered into this Contract on the basis of a

proper examination of the data relating to the Facilities provided by the all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

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

600. CONFIDENTIAL INFORMATION

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

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

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

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

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

700. PARTIES

The parties to the contract are the Contractor and the Purchaser, as defined in clauses 104 and 112.

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

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

800. CONTRACT

801. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer.

802. The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and may his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon and on any question of the true intent and meaning of the specifications shall be final and conclusive.

803. Any variation or amendment of the contract shall not be binding on the Purchase unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

900. PERFORMANCE/ADVANCE GUARANTEE BOND

901. Deleted

902. Deleted

903. Deleted

904. Performance Guarantee

905. The successful bidder shall submit Performance Security within 20 days of issue of Purchase order / Letter of Acceptance. If the successful bidder fails to submit the Performance Security within the stipulated period or any extended period approved by the tender accepting authority for submission of the said security, the case should be put up for consideration of the tender accepting Authority. In case of tender accepting authority being MD, the case shall be put up to the concerned Director.

906. The successful tenderer, hereafter referred to as the contractor, is required to deposit an amount equal to 10% of the contract value or as detailed specified in the tender document as performance security in any one of the following forms:

(a) Bank Demand Draft in favour of Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited payable at Gandhinagar, or

(b) Irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India or from a branch in India of a scheduled foreign bank.

(c) The Performance Bank Guarantee (PBG) shall cover period of the contract and also the warranty period and should be valid until 90 days

beyond the warranty period. If the contract is covering Comprehensive Annual Maintenance Contract (CAMC) also, the PBG for the PO will be returned after getting the PBG for CAMC value as specified in the Purchase order.

- (d) In case of a joint venture / consortium, the performance security is to be submitted in the name of the JV/consortium. However, splitting of the performance security (while ensuring the security is in the name of JV/Consortium) and its submission by different members of the JV/Consortium for any amount proportionate to their scope of work or otherwise is also acceptable

907. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in the clause 905, and the bond is accepted by the Purchaser, liquidated damages, as provided in clause 1302 for the period delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce the clause 1302.
908. If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser: -
- i) to recover from the Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the government or any other person contracting through the Purchaser or otherwise however, or
 - ii) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 1302 shall apply as far as possible.
909. The PBG shall cover period of contract and also the warranty period and should be valid until 90 days beyond the warranty period. On the performance and completion of the contract in all respects the performance-cum-warranty/guarantee bond will be returned within 90 days after completion of warranty/guarantee period.

If the contract is also placed for CAMC, then PBG will be returned after getting the PBG for CAMC as specified in the Tender Document.

909. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the Performance guarantee Bond as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or

which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser

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

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

913. The scheduled foreign bank or scheduled commercial bank in India as defined above must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the BG will invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the BG will become operative and acceptable to the Employer. It is, therefore, in the own interest of the Contractor to obtain Employer's Bank IFSC Code, its branch and address and advice these particular to the BG issuing Bank and request them to send advice of BG through SFMS to the Employer's Bank. Following codes are to be used by the issuing bank for the purpose mentioned below:

Code	Purpose
MT760	Confirmation of bank
MT767	Amendment in bank

1000. TAXES AND DUTIES

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

In case the tenderer has not quoted the rates of taxes and duties separately and quoted the prices inclusive of taxes and duties and same has been considered for evaluation, MEGA will not adjust the payment for an upward revision in the taxes and duties during the execution of the contract. However, for any downward revision, the benefit accrued shall be passed on MEGA.

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

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

1100. DELIVERY

1101. The Contractor shall as may be required by the Purchaser either deliver free or F.O.R, F.O.B or C&F at the place detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.
1102. Notwithstanding any inspection and approved by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on the Purchaser until the stores have been received, inspected and accepted by the consignee.
1103. **In case of foreign contracts: -**

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

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

1200. NOTIFICATION OF DELIVERY

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

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

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

1301. Progressing of Deliveries

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

1302. Failure and Termination

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

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

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

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

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

1303. Extension of Time for Delivery

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

1304. Consequences of Rejection

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

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

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

1305. Removal of rejected stores

- i) On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.
- ii) All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be

entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.

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

1400. FORCE MAJEURE

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

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

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

the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -

- a. The purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver within the period fixed for delivery.
- b. That no increase in price on account of any statutory increase in or fresh imposition of Custom Duty, GST, Freight charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
- c. That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.
- d. But nevertheless the Purchaser shall be entitled to the benefit of any increase in price on account of reduction in or remission of Customs Duty, GST or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

1502. The Contractor shall not dispatch the stores till such time an extension in terms of clause 1501 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 1501 above.

1503. In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the clause 1501 above.

1600. INSPECTION BY INSPECTING OFFICER

1601. When Inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least 4 weeks

notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection, and the result of the examination will be notified to the Contractor.

1602. In cases where the Inspecting authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the components stores etc. is also be done, notice in writing shall be sent by the contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspecting during the manufacturing process of the component/store etc. as deemed essential.
1603. No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as "Variations") under the contract as shown by the drawing or the specifications shall be made by the contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the proviso hereinafter contained, from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carry out such variations and be bound by the same conditions, so far as applicable, as though the said variation occurred in the specifications. If any suggested variation would , in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall carried out. If the Inspector confirms his instructions, the contractor"s obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspector, be justified. The difference of cost, if any occasioned by any such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedules of prices, so far as the same may be applicable, and where the rates are not contained in the said schedules or not applicable they shall be settled by the Purchaser and contractor jointly. But the Purchaser shall not become liable for the payment of any charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Inspector.
1604. In the event of Inspector requiring any variations, such reasonable and proper notice shall be given to the contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the contractor, be such as will involve an increase in the total price payable under the contract by more than 10 percent thereof.
1605. In any case, in which the contractor has received instructions from the Inspector for carrying out the work which either then or later, will , in the opinion of contractor, involve a claim for additional payment, the contractor shall, as soon as reasonably possible, after receipt of the instructions foresaid, advise the

Inspector to that effect.

1606. Marking of Inspection

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

1607. Other terms and conditions shall be as mentioned in Special Condition of Contract if any.

1700. PACKING AND MARKING

1701. Packing

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

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

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

1702. Marking

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

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

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

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

1800. PAYMENT TERMS

The standard payment terms shall be as specified in the Special Condition of Contract.

1900. PAYMENT PROCEDURE

1901. Payment against foreign contractors will be through irrevocable letter of credit. All charges levied by the foreign banks shall be borne by the Contractor.

1902. Payment for indigenous supply shall be made by MEGA in INR against the documents as mentioned in clause 1800.

2000. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

2001. Risk in the stores

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

2002. Consignee's Right of Rejection

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

in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

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

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

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

2003. Subletting and Assignment

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

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

2100. RESPONSIBILITY FOR COMPLETENESS

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

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

2103. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time

and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract.

2200. INDEMNITY

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

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

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

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

2300. CORRUPT AND FRAUDULENT PRACTICES

2301. The purchaser requires that the Bidders/Contractors, their designated contractors and/or their agents observe the highest standards of ethics during Tendering and execution of this Contract. In pursuance with the policy, the purchaser:

a. Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to purchaser, Engineer or any of their employees, influence in the procurement process or in Contract execution; and

(ii) "fraudulent practice" means a concealment or misrepresentation of facts in order to influence a procurement process or the execution of a

Contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.

- (iii) Breach of any of the contract condition during execution.
- b. Will reject the Tender or rescind the Contract if the purchaser determine that the Bidder/Contractor has engaged in corrupt or fraudulent practices.
- c. Will declare a Contractor, either indefinitely or for a stated period of time, to be awarded a Contract/s if he at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.
- d. The successful Bidders/Contractors shall apprise, MEGA of any fraud/suspected fraud as soon as it comes to their notice.

2400. INSOLVENCY AND BREACH OF CONTRACT

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

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

circumstances, be entitled to any gain on re-purchase.

2500. LAWS GOVERNING THE CONTRACT

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

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

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

2600. ARBITRATION

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

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

-
- vi. The award of the sole Arbitrator or the award by majority of three Arbitrators as the case may shall be binding on all parties.

2602. Interest on Arbitration Award

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

2603. Cost of Arbitration

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

2604. Jurisdiction of Courts

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

2605. Suspension of work on Account of Arbitration

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

2700. SECRACY

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

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

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

manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

2800. WARRANTY

2801. The contractor shall warrant the everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operable, operate properly.

2802. This warranty shall be applicable as per Particular Specification.

Any approval of acceptance by purchaser of the stores or of the material incorporated here in shall not in any way limit the contractor's liability.

2803. The contractor's liability in respect of any complaints defects and or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair or defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores.

2804. The contractor shall, if required, replace or repair the goods or such portion thereof as is 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 or in the absence of such price decided by the Purchaser, and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.

2805. All replacement and repairs that the Purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor, promptly and satisfactory in accordance with the requirements. In case where replacement of parts take place during the warranty period, the provision of this warranty clause shall apply to replaced/repared part until and expiration of extended warranty period as indicated in Schedule of Requirement from the date of such replacement and/or repair. This extended period shall be hereinafter be referred to as "Extended Warranty Period".

ANNEXURE 1, GENERAL										
1.	Number of Tender for which pre-qualification is sought: Contract No. MEGA/GD&AD/MP-S1/R/2018									
2.	Title of Tender: Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.									
3.	State the structure of the Tenderer's organization [applicant to select as appropriate by using (✓) mark] (a) Individual company or firm (b) Other (please specify):									
4.	For Tenderer who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. Private Ltd, Public Ltd, Partnership Firm) Registered Office address: Principal place of business: Country of incorporation or domicile: Contact person: Contact person's title: Address, telephone and facsimile number of contact person:									
5.	In case of mergers/acquisition in the past 5 (five) years, state the following: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 5px;">Name of the Tenderer/Manufacturer</td> <td colspan="2" style="padding: 5px;">Name of the companies merged with or acquired by the Tenderer and the dates of merger/acquisition</td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 25%; padding: 5px;">Name</td> <td style="width: 25%; padding: 5px;">Date of Merger</td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>	Name of the Tenderer/Manufacturer	Name of the companies merged with or acquired by the Tenderer and the dates of merger/acquisition			Name	Date of Merger			
Name of the Tenderer/Manufacturer	Name of the companies merged with or acquired by the Tenderer and the dates of merger/acquisition									
	Name	Date of Merger								

ANNEXURE – 2, PERFORMANCE RECORD
(Relevant details to be submitted with reference to Eligible bidders from NIT)

Sr. No.	Full address of purchaser with contact name and telephone No.	Order No. and Date	Machine Specification & features	Quantity	Date of supply	Date of commissioning

Note:

1) Necessary supporting documents to be submitted justifying tenderer's eligibility as per eligibility criteria.

Name

Designation

Signature

ANNEXURE-2a
PROFORMA FOR EQUIPMENT AND QUALITY
CONTROL EMPLOYED BY THE
MANUFACTURER

Tender No. Date of Opening

1. NAME OF THE FIRM

2. LOCATION

2.1 Postal Address.

- i) Head Office
- ii) Works/ Factory

2.2 Telephone No. (with ISD/STD code). i)

Head Office

ii) Works/ Factory

2.3 Telegraphic address & Telex/ Fax

- i) Head Office
- ii) Works/ Factory

3. DESCRIPTION OF FACTORY / WORKS

4. NO. OF PERSONNEL EMPLOYED (CATEGORY-WISE)

- I) Managerial *
- II) Supervisory*
- III) Skilled artisans
- IV) Unskilled

* The qualification may also be indicated.

5. Deleted

6. Deleted

7. Deleted

8. QUALITY ASSURANCE

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

(If firm is certified for ISO 9000 or equivalent, no further information on para 8 is required to be filled in).

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

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

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

9. AFTER-SALES-SERVICE

9.1 Facilities Available at works and Branch Offices.

9.2 Assessment of Quality of service including Response Times.

Signature

Name

Designation

ANNEXURE-4**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

THIS WARRANTY is made on the _____ day of _____

By [_____] of [_____] (“the Manufacturer”)

To: Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited,
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A,
Gandhinagar-382010, Gujarat, India (together with its successors and assigns, "the Purchaser")

WHEREAS

- (A) By a contract for Contract No. **MEGA/GD&AD/MP-S1/R/2018** dated [_____] (“the Contract”) made between (1) the Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited (“the Purchaser”) and (2) [_____](the Contractor), the Contractor has agreed to **“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”** (“the Facility”) and remedy any defect therein upon the terms and conditions contained in the Contract.
- (B) By agreement between the Contractor and the Manufacturer, the Manufacturer agree to supply Ten Numbers of Bogie Turn Tables together with the spares and tools, and any document required to supply to the Purchaser under the Contract.
- (C) At the request of the Purchaser and pursuant to the terms of the Contract, the Manufacturer has agreed to provide Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Manufacturer hereby warrants and undertakes that:
- he will design, manufacturer, supply, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Facility in accordance with the terms of the Contract; and
 - he owes a duty of care to the Purchaser in relation to the performance of his duties as the manufacturer under the Contract; and
 - he will replace free of cost to the Purchaser any defect or failure of the Facility provided under the Contract for a period of 24 (twenty-four) months from the date of issue of Taking Over Certificate for the Facility.
 - he agrees that should any design modification be required to the Facility or any equipment or component in the Facility as a consequence of failure analysis, the period of 24 months shall re-commence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Purchaser, and

- (e) he shall maintain the manufacture of spare or replacement parts for the Facility provided under the Contract for at least 10 (ten) years from the date of issue of Taking Over Certificate and;
- (f) The Facility will, when installed and completed, comply in all respects with the Technical Specifications and the intended use of the Facility, and
- (g) The Facility has been or will be designed, manufactured, installed otherwise constructed to the highest standards available using internationally proven up-to-date good practice.
2. The liability of the Manufacturer under this Warranty shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Facility or any matter related to the Contract whether carried out by or on behalf of the Purchaser or any liability or right of action which may arise out of such inquiry or investigation.
3. Insofar as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Facility shall be vested in the Manufacturer, the Manufacturer grants to the Purchaser his successors and assigns a royalty free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Facility on the Ahmedabad Metro Rail Project Phase-I including without limitation the Design, Manufacture, Installation, Testing and Commissioning (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Facility. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Manufacturer, the Manufacturer shall use best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Purchaser. For the avoidance of doubt, any such licence granted shall not be determined if the Manufacturer shall for any reason cease to be employed in connection with the Works.
4. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Purchaser may have against the Manufacturer and the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Manufacturer's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:
- (a) upon the Purchaser at [] India. [Note 1]
- (b) upon the Manufacturer at [] India. [Note 1]
7. The Purchaser and the Manufacturer may change their respective nominated addresses to another address in India but only by prior written notice to each other. All notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

9. (1) Any dispute or difference of any kind whatsoever between the Purchaser and the Manufacturer arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with the Conciliation and Arbitration rules set out in the Conditions of Contract. "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Purchaser and the Manufacturer.
- (2) In the event that the Purchaser is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to GCC, the Purchaser may by notice in writing to the Manufacturer require and the Manufacturer shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objections relating to the dispute.
- (4) Subject to the foregoing provisions of GCC, the Purchaser and the Manufacturer agree to submit to the jurisdiction of the Courts of India at Ahmedabad, Gujarat, India.

IN WITNESS whereof this Warranty has been executed as a deed on the date written at the head hereof.

THE COMMON SEAL of)
 [)
 was affixed hereto in)
 the presence of:)

Notes (for preparation of and not inclusion in the engrossment of this Warranty)

- (1) The address for service shall be in India.

ANNEXURE-5**STATEMENT OF TECHNICAL DEVIATIONS
WITH COST OF UNCONDITIONAL WITHDRAWAL OF DEVIATIONS**

Title	Clause No.	Details of Deviations	Remark	Price for withdrawal of deviation
				Prices to be quoted in the financial offer only

Note:

- 1) We hereby confirm that the pricing for unconditional withdrawal of the above deviations has been given in the financial offer only.
- 2) We hereby confirm that all implicit and explicit deviations, comments and remarks, mentioned elsewhere in our Tender, shall be treated as NULL and VOID and stand withdrawn.
- 3) We hereby confirm that except deviations noted at Annexure - 3, our Tender is fully and totally compliant with the tender requirements.

In case price for unqualified withdrawal of any remark, comment, condition, qualification or deviation etc. indicated in Annexure - 3 is not quoted in financial tender, it shall be considered that the remark, comment, condition, qualification or deviation is unconditionally withdrawn without any financial implication. However, Employer at its sole discretion and option may assess the financial implication of the said remark, comment, condition, qualification or deviation etc. based on best engineering principles and concepts, which shall be binding on the tenderer, and the same may be considered by Employer for financial evaluation.

Signature of Tenderer

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

ANNEXURE- 6**FORM OF BANK GUARANTEE FOR TENDER GUARANTEE**

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

G. No.

Dated:

In consideration of you, Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar - 382010, Gujarat (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Joint Venture/Consortium)¹ (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), in response to the Tender Documents dated _____ issued for **Tender No.. MEGA/GD&AD/MP-S1/R/2018** for **“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro-Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”**, we (Name of the Bank) having our registered office at and one of its branches at(hereinafter referred to as the “Bank”), at the request of the Tenderer, do hereby in terms of Clause 10.2 of ‘Instructions to Tenderers’, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR ***** (Indian Rupees ***** only) (hereinafter referred to as the “Tender Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

- 1 Any such written demand made by the Employer stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
- 2 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Employer is disputed by the Tenderer or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the

¹ Delete if the Tenderer is not a Joint Venture/Consortium.

- Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR ***** (Indian Rupees ***** only).
- 3 That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till _____ (date) and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.
- a) The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
- b) Sixty days after the date of validity or the extended date of validity of the Tender, as the case may be.
- 4 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, *inter alia*, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 5 The Tender Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 6 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

- 7 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 8 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 9 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 10 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 11 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 12 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR *** (Indian Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by Bank

By the hand of Mr./Ms., its and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

ANNEXURE-7**PROFORMA OF PERFORMANCE BANK GUARANTEE**

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To:

The Managing Director

[Attn: Sr. DGM (/Civil & Procurement)]

Metro-Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

(MEGA / the Employer)

WHEREAS _____ (Name and address of the Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No _____ of Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.” (hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by the Employer in the said Contract that the Contractor shall furnish the Employer with a Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

AND WHEREAS we _____ [Insert name and address of Bank] having registered office at _____ and having the branch at _____ (herein after referred to as the “Bank”), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the Contractor such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the Contractor up to a total of _____ (amount of Guarantee in respective currencies) _____ (in words), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of _____ (amount of guarantee in respective currencies) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the

- sum specified therein.
2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Employer's decision as to what amount is due to the Employer from the Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Contractor shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Employer without the consent of the Contractor and without referring the matter to the Contractor.
 3. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
 4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
 5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
 6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
 7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contractor for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
 8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
 9. This Guarantee shall be valid for 3 months beyond the final Defect Liability Period.

More specifically, this Performance Guarantee shall cease to be in force and effect after the end of 6 months from the expiry of final Defect Liability Period as set out in the Contract. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.

- 10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
- 12. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to INR *** crore (Indian Rupees ***** crore only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

The guarantee is issued by Mr./Ms. _____ who is/are authorised by the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK -----

ADDRESS -----

DATE -----

Notes:

- 1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the ‘Bank Guarantee for PERFORMANCE GUARANTEE AMOUNT.’
- 2. “PERFORMANCE GUARANTEE” shall be from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.

ANNEXURE-8

IMPORTANT NOTICE

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

CHECK LIST

1. In Envelope – 1, Have you submitted Tender fees and Tender Guarantee.

Submitted / Not Submitted

2. In Envelope – 2, Have you submitted a complete offer ?

It should consist of followings:

- | | |
|---|---------------------------|
| (a) Annexure 1 | Submitted / Not Submitted |
| (b) Annexure 2 | Submitted / Not Submitted |
| Annexure 2 a | Submitted / Not Submitted |
| (c) Annexure-3 | Submitted / Not Submitted |
| (d) Annexure-4 | Submitted / Not Submitted |
| (e) Annexure - 5 , 6 & 7 | Submitted / Not Submitted |
| (f) Annexure-6 | Submitted / Not Submitted |
| (g) Annexure-7 | Submitted / Not Submitted |
| (h) Annexure-9 | Submitted / Not Submitted |
| (i) Annexure-10 | Submitted / Not Submitted |
| (j) Appendix-I of SCC | Submitted / Not Submitted |
| (k) Tender document signed and stamped along with Addendum (if any) | Submitted / Not Submitted |

2. Have you submitted other supporting documents to establish your eligibility?

Submitted / Not Submitted

OR

Any other document which the tenderer Considers relevant

3. In Envelope – 3, Have you filled financial bid.

Submitted / Not Submitted

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

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 TENDER GUARANTEE AMOUNT = INR 12,000/-

2.0 QUALIFYING REQUIREMENTS OF TENDERERS

As mentioned in NIT, Key details SN 11 & Eligible Bidder of NIT of tender.

3.0 VALIDITY OF OFFER

The offer shall be kept valid for acceptance for a minimum period of 120 days from the date of opening of the tender.

4.0 Payment terms: 100 % payment after delivery & acceptance by the consignee.

5.0 Delivery: As specified in Particular Specification.

6.0 Purchase preference to local Suppliers:

(a) Definitions:

Following is defined for interpretation of purchase preference to local suppliers.

- i. '*Local Content*' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Minimum local content of 50% is prescribed for the subject tender.
- ii. '*Local Supplier*' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed.
- iii. '*L1*' means the lowest acceptable tender or lowest acceptable bid or the lowest acceptable quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

iv. 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

(b) Purchase preference in procurements of goods which are divisible in nature:

In the procurements of goods which are divisible in nature the following procedure shall be followed:

- i. Among all qualified bids, the lowest acceptable bid will be termed as L1. If L1 is from a local supplier, the contract for full procurable quantity will be awarded to L1 if otherwise acceptable.
- ii. If L1 bid is not from a local supplier, 50% of the procurable quantity shall be awarded to L1. Thereafter, the lowest qualified/eligible bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, the contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local eligible supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, the contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity shall be ordered on the L1 bidder.

(c) Minimum local contents and verification of local contents.

- i. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification at the item offered to have minimum local contents 50% and shall give of the details of the locations at which the local value addition is made.
- ii. In case of procurement for a value more than 10 crores the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local contents.
- iii. False declarations will be in breach of the code of integrity for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the above conditions shall not be eligible for preference for procurement for the duration of the debarment. The debarment shall take effect prospectively from the date on which it comes to the notice of the purchaser.

- v. Supplier/bidder shall give the details of the local content in a format attached as Appendix-I to SCC. Appendix-I duly filled may be uploaded along with the technical bid. In case bidder do not uploaded Appendix-I duly filled along with their technical bid, local content will be adopted as 'Nil' in tender evaluation.

Appendix-I**PROFORMA FOR STATEMENT OF LOCAL CONTENT**

The following are the particulars of local content:

s.no	Activities	% local content	Details of the locations at which the local value addition is made

- i. The local supplier at the time of tender, bidding or solicitation shall be required to provide self certification at the item offered to have minimum local contents 50% and shall give of the details of the locations at which the local value addition is made.
- ii. In case of procurement for a value more than 10 crores the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local contents.
- iii. False declarations will be in breach of the code of integrity for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the above conditions shall not be eligible for preference for procurement for the duration of the debarment. The debarment shall take effect prospectively from the date on which it comes to the notice of the purchaser.

.....
**Signature and seal of
Tenderer**

TENDER NO.

MEGA/GD&AD/MP-S1/R/2018

“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”

TENDER NO.: MEGA/GD&AD/MP-S1/R/2018

Particular Specifications

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

PARTICULAR SPECIFICATIONS

MOBILE LIFTING TABLE

Important Notice:

- i) Tenderer are required to give clause-wise comments on the following technical specifications, schedules, etc confirming compliance/Non compliance Deviations as the case may be.
- ii) The bidders should quote only for make of sub-assemblies/equipment wherever specified in this specification. Purchaser may, however permit use of an equivalent make with special conditions regarding warranty.

1. GENERAL DESCRIPTION

The Electrically or Hydraulically Operated Mobile Lifting Table (3 ton) shall be required for carrying/transporting of under slung equipments in the depot cum workshop of MEGA Co. Ltd (Ahmedabad Metro Rail Project). The table shall be placed under the train for removal/refitting of train equipments and shifting the same to the repair section in the workshop of MEGA Co. Ltd.

2. SCOPE OF SUPPLY

The scope of supply shall comprise (but not be limited to) design, manufacture, supply, testing and commissioning of Hydraulic Lifting Table as per particular specification and drawing (indicative) enclosed herewith. The lifting tables shall comprise:

- The elevator part,
- The telescopic arms and lifting jacks,
- The basic chassis, travelling wheels and stabilizers,
- The Electric motor and Hydraulic pump unit

The Hydraulic Lifting Table shall be supplied with all accessories that are required to make the equipment fully functional and a set of service tools and special tools. The tenderer may also quote separately as optional accessories and any other items that may contribute to improved working of the equipment and its maintainability as well as reliability. The advantages of the same should be clearly explained in the bid.

3. DESIGN RESPONSIBILITY:

The Contractor shall be responsible for the design of the fabrication work, which shall include but not be limited to the following:

- 3.1 The development of the design shall be carried out in conjunction with the information contained in the drawings (indicative) and specification set out in the Contract. Contractor shall be responsible for getting all the design/drawings approved

from relevant authority before commencement of the work. To optimize the design, the Contractor may collect relevant information and parameters, which are not reflected in the specification provided by MEGA Co Ltd.

- 3.2 The Contractor being responsible for the development and completion of the design of any other items of the fabrication as stated in the Contract, without limitation, the updating and amendment of the Drawings from time to time.
- 3.3 The Contractor shall determine and verify the appropriate materials, site measurements and installation criteria before adopting in the design of the equipment.
- 3.4 The information that extracted from the Drawings and adopted by the Contractor in his design shall become the Contractor's design for which neither the Employer nor the Engineer shall be responsible.

3.5 TENDERER'S TECHNICAL PROPOSAL:

The tenderer shall submit his technical proposal and shall indicate his compliance or otherwise against each clause and sub clauses of the technical specification along with deviations, conditions and technical alternatives, if any, as per **Annexure 3 & 5 of GCC** and the same shall part of technical submission.

4. GENERAL REQUIREMENTS

The following general requirements on equipment design shall apply to all equipment covered in this contract:

- 4.1 The steel used for fabrication works shall be rust free, new and be of reputed make
- 4.2 Trolley shall be designed for minimum of 20 years design life of heavy duty workshop use with an aggregate of twenty-four hours per day, seven days per week and fifty-two weeks per year.
- 4.3 Welding should be of high quality and shall be grounded to smooth finish.
- 4.4 Work related to the production of the equipment shall comply with the relevant European Standards or equivalent Indian Standards, Codes of Practice and latest statutory requirements of India.
- 4.5 The layouts given on the Drawings shall be used for conceptual purposes. The equipment/item shall be designed and/or selected to allow operation without over stressing, damaging or interfering in any way whatsoever with other equipment in the Depot.
- 4.6 The Contractor shall, to the extent that he is responsible for the design or for the selection of particular components of equipment items, recognize and implement all safety requirements and ensure that the design and performance of the equipment are compatible with the appropriate international safety standards.

- 4.7 Equipment design shall take into considerations of fire protection, elimination of dust and dirt by means of suitable traps or the like, minimum maintenance requirements and ease of access for cleaning, routine maintenance and general disassembly.
- 4.8 The environment within which the fabrication items shall be used must be taken into consideration in the equipment design.
- 4.9 MEGA Co. Ltd. shall have the right to make minor alterations/additions/substitution in the scope of work or issue instructions that may be deemed necessary during the period of the contract and contractor shall carry out the work in accordance with the instructions which may be given to him by authorized MEGA Co. Ltd.'s representative.
- 4.10 The contractor shall detail/incorporate the provisions covering personnel safety and use of apparatus in hazardous work area while working in MEGA Co. Ltd. premises.
- 4.11 The equipment/item shall be supplied in fully assembled/working condition. The contractor shall incorporate necessary modification free of cost which are required to improve efficiency of the equipment supplied.
- 4.12. The environment within which the equipment is to operate shall be taken into consideration in the equipment design.

5 PARTICULAR REQUIREMENT

5.1 OPERATING PRINCIPLE

The operating principle of table shall be simple and provided by an electrically controlled hydraulic system. The hydraulic cylinders shall be actuated by rotary gear pump. Lifting and lowering of the table shall be done by push button control system.

The travelling movements shall be provided by four fixed wheels and one draw gear at either side.

5.2 MAIN PARAMETERS

The main characteristics of the tables are:

The details are indicative in nature and variation of ± 5 % of value is acceptable without hindering the application of product except item no. 3.

- | | |
|------------------------|-------------------|
| 1. Table size | 2000 mm x 1800mm |
| 2. Capacity | 3000 kg |
| 3. Minimum height | 525 mm |
| 4. Maximum height | 1235 mm |
| 5. Maximum Rising time | 25 sec |
| 6. Maximum Descending | 20 sec |
| 7. Lateral Travel | manually operated |

5.3 LIFTING TABLE

- 5.3.1 The lifting table shall comprise the platform, scissor beams, the telescopic arms, the basic chassis, travelling wheels, motor, pump, hydraulic unit, control unit, driving handle and immobilizing jacks.
- 5.3.2 Items like oil tank, motor, control unit, hydraulic pump etc. shall be optimum located at front of the table. These items shall be properly mounted on the bottom frame.
- 5.3.3 Suitable cable drum shall be provided
- 5.3.4 Electrical cables and pipes shall be fitted in the channel
- 5.3.5 The lifting table shall be free of rust, mill scale, dirt, oil etc. and thoroughly cleaned, if needed with chemical solution and rinsed.
- 5.3.6 The painted surface of the table/part shall be free from wrinkles, irregular painting, dripping, scratches and irregularities in colouring.

5.4 CHASSIS AND PLATFORM

- 5.4.1 The frame work and scissor arms shall be of robust, rigid construction and fabricated out of structural steel confirming to IS 2062:1992. Top/bottom frame members shall be made out of rolled/hollow steel section (IS 808:1989 and IS 4923:1985 RESPECTIVELY). The same shall be designed to take of all stresses arising due to the loads for safe and efficient working of the equipment.
- 5.4.2 The platform shall be covered with **GI Chequered** (IS 3502:1981) plate at least 6 mm thick. The frame of chassis and platform shall be constructed out of MS Channel of minimum 5 mm thickness. Two numbers of additional supports shall be provided at the frame of the platform. Suitable reinforcement shall be provided to the frame to bear loading capacity.
- 5.4.3 The chassis shall have 4 lifting points for easier handling with a monorail hoist or forklift truck.
- 5.4.4 Handle shall be made from mild steel tubular pipes confirming to IS: 1239:1990.

5.5 HYDRAULIC MECHANISM

- 5.5.1 The hydraulic mechanism shall consist of hydraulic cylinder of suitable length and capacity, oil pump, electric motor, valves, hoses etc of reputed make to lift the platform manually as well as electrically with full load. The hydraulic mechanism shall preferable consist of two numbers of hydraulic cylinder jacks at both sides for lifting of the load with platform.

The robustly braced telescopic arms shall be hinged on self-lubricating pads. The sizing of the parts and the assembly shall enable horizontal, parallel lifting of the plate

in relation to the basis chassis. The plate shall be elevated by actuating 2 single action hydraulic jacks acting directly on the lifting arms guided by the roller bearings.

- 5.5.2 The scissor of the lifting table shall be designed to take the load. All the accessories of the lifting/Hydraulic mechanism shall be of reputed make. All the assemblies of the hydraulic system shall be properly mounted at suitable place with base frame so that height of these assemblies does not exceed minimum height of the platform.

The contractor shall fill hydraulic oil for the commissioning and subsequent top up due to leakage during warranty.

- 5.5.3 The pump shall be equipped with a pressure-limiting device calibrated such that it is impossible to raise a load greater than 1.1 times the nominal load. The hydraulic circuit shall be fitted with non-return valve electrically controlled and placed at the jack output. This device enables the plate to be held in position of a hydraulic line breaks. The reservoir drain plug shall be accessible from underneath the table.

- 5.5.3 Position of double check valve shall be made on top side. All hoses shall be systematically secured with suitable clamps.

- 5.5.4 The Lifting Motor will be of suitable capacity of reputed make. The length of the cable shall be minimum 25 meters. Rolling arrangement for power cable shall also be provided.

5.6 WHEELS & BRAKE

- 5.6.1 The table shall have four 300 mm (± 10 mm is acceptable) diameter fixed wheels with flexible solid rubber tyres and mounted on bearings.

- 5.6.2 Two numbers of wheels 100mm (± 5 mm is acceptable) thick shall be at the back side of the bottom frame and set of two numbers of wheels (minimum 75 mm (± 5 mm is acceptable) thick each) put together at a distance of minimum 500mm (± 10 mm is acceptable) with manoeuvring handle of suitable length shall be at front centre of bottom frame of the table.

- 5.6.3 The movement of the trolley should be smooth & coherent with load without applying much effort.

- 5.6.4 Ground clearance shall be at least 100mm.

- 5.6.5 Bearing of the wheels shall be of reputed make like SKF, FAG, TIMKEN, NTN, KOYO. Cap on bearing shall be provided.

- 5.6.6 Suitable pulling handle shall be provided with front driving wheels. Pulling handle shall be foldable type.

- 5.6.7 The table shall be immobilize while loading/unloading by suitable brakes/jacks.

5.7 ELECTRICAL

5.7.1 The Contractor shall provide all wiring and cabling of the equipment from the sockets located in the pit. The power supply shall be by a cable reel in a casing containing minimum 25 meters of electrical cable.

5.7.2 The supply, installed beneath the basic chassis, shall comprise:

- the electrical cabinet,
- the power and control cables,
- The control systems,
- the operating and safety switch gear required

5.7.3 All electrical and electronic control, regulation and other equipment, shall be placed in this cabinet whose protection index shall be IP 54. Ventilation shall be provided by means of sufficiently large louvers.

5.7.4 The design and layout of the various component shall be such that maintenance simply requires opening of the door. Sub-assemblies performing the same function must be identical and interchangeable.

5.7.5 The brand of the equipment shall be specified. All terminals and wiring shall be marked in accordance with the electrical schematic diagrams.

5.7.6 The cabinet shall comprise:

- In case of Three Phase Supply, a main, three-pole isolating switch with fuses preventing single phase operation,
- a main contactor -circuit breaker
- Contactor and relays used for operation of the elevator table
- magnetic/thermal protection of the motor pump unit

5.8 CONTROL BOX

5.8.1 Control box shall have voltage indicating lamp, ON/OFF button/MCB, Up/Down button, and one emergency stop button

5.8.2 Suitable limit switches arrangement shall be provided to auto cut power supply when platform raising limit (lower/upper) is reached for safety purpose. Necessary circuit may be provided in the control unit.

6 PROTECTION AND SAFETY

6.1 The machine shall incorporate all safety devices to provide complete protection to the operator from all possible operational failures. Suitable interlocking arrangements

against faulty sequence of operation, sudden power failure, fluctuation in power supply voltage should be provided besides the following:

- protection of personnel against hazards resulting from moving mechanical parts and the presence of powered electrical parts
- motors shall be dust-tight having IP 55 rating
- all metal parts shall be earthed
- A mechanical stopper at suitable height of movable platform shall be provided
- All steel tube cable outlets shall be protected by an insulating ferrules
- Workstation ergonomic

6.2 All the parts shall be designed so that the forces do not exceed half the yield strength of the material used. Small deviations in the dimensions can be considered if it meets the overall objective and only when offered in the tender bid

6.3 Electrical equipment shall be in compliance with European Standard EN 60204 “Safety of machinery – Electrical equipment of machines” or equivalent IS and shall fully satisfy the requirements of legislation in force in India

7 FINISH

Painting

External surfaces: brushing, degreasing or sand blasting and blowing

Anti-corrosion treatment: application of a coat of anticorrosion paint. Thickness of this coat after drying should not be less than 180 microns.

Hollow parts: the internal parts shall be treated prior to assembly.

Metal parts in the equipment shall be coated with GOLDEN YELLOW shade non-polluting of epoxy PU Paint. The second coat shall be applied over the first coat when it is still wet. The contractor shall touch up at site any paint as may be necessary.

Unpainted parts

All rubbing parts or those to remain polished shall be covered with a coating designed to protect them from oxidation until such time as the equipment enters the service.

Identification

The equipment shall be delivered with an identification plate giving:

- The manufacturer's name
- The year of manufacture
- Description and type of the supply
- Gross weight of the mobile lifting table

8. WARRANTY PERIOD

The Hydraulic Lifting Table shall be maintained for schedule and unscheduled maintenance by the contractor during the warranty period of 24 months from date of commissioning of the machine to the employer.

9. DELETED

10. TRAINING

The contractor shall provide adequate training for operation and maintenance/overhaul of machine to MEGA Co. Ltd staff.

11 INSPECTION AND CHECKS

The contractor shall take prior approval of drawing and sample before delivery of equipment.

11.1 AT MANUFACTURER'S PLANT

A stage inspection shall be carried out for all the fabrication jobs at the premise of the contractor. Necessary changes to be incorporated as advised by the representative or engineer in charge. The technical details of the items for which these tables are being designed can be furnished to the contractor on request. Minor changes in the design may be accepted if it improves overall performance of the table.

11.2 AT-SITE

After assembly works at delivery site, trolley shall be tested for their intended functions, The purpose of the tests is to verify record and acknowledge that the item is capable of performing its intended functions under normal operating conditions All results required in specification shall be demonstrated. Joint testing shall be carried out for all these tests.

11.2.1 LOAD TEST

When the lifting table is traversed over a smooth road with the permissible carrying load the wheels and swivel castors shall turn smoothly and other parts shall function satisfactorily in both raised and lowered position. Load test of the lifting table shall be carried out as described below:

Place the evenly distributed rated load on the top platform of the lifting table. Raise the load by pumping hydraulic unit of the table to its maximum height and leave it at the top most position for 30 minutes. The load shall not come down more than 3 mm during this period on its own.

Repeat the above test with 25 percent over load. The load shall not come down at a rate more than 5mm/min.

After the completion of the test there shall be no permanent set or distribution in the structure or any member of the structure of the lifting table.

The contractor shall rectify/modify free of cost the parts/assembly of the equipment under commissioning which are required for commissioning/better performance of the equipment.

12 DOCUMENT SUBMISSION

All documents shall be provided in English. The contractor shall provide O&M manual, mechanical, electrical and hydraulic detailed drawings of the items.

13 INDICATIVE DRAWING

Please refer the drawing part of this tender document.

14 SCHEDULE OF KEY DATES

Key date nos.	Requirement	Key date
KD1	Delivery of Hydraulic lifting table and its components at site	6 weeks
KD2	Complete assembling, testing and commissioning of the Hydraulic lifting table and its components	2 weeks after KD1

The date given above is the week numbers after the placement of purchase order or the Letter of Acceptance (LoA)

TENDER NO.

MEGA/GD&AD/MP-S1/R/2018

“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd.”.

TENDER NO.: MEGA/GD&AD/MP-S1/R/2018

Financial Package

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

Tender No: MEGA/GD&AD/MP-S1/R/2018,

FINANCIAL PACKAGE

INSTRUCTIONS AND PREAMBLE FOR THE PRICING DOCUMENT

1. General Requirements

1.1 Pricing document shall be read in conjunction with the Notice inviting tender, Instructions to the Tenderer, Particular Specification and drawings etc.

1.2 The Price to be quoted in Financial Proposal (i.e. Annexure-9) shall be written in indelible ink or type written, in figures and words. The applicable Service Tax to be added to the Tender-Total and Grand Total to be mentioned in the ANNEXURE - 1. The person authorized to sign on behalf of the tenderer shall sign in full at bottom of all pages and at the end of schedule.

1.3 The quoted price should be inclusive of all taxes, freight etc.

1.4 The Contractor is solely and directly responsible and liable for payment of all types of taxes or any other statutory payments, by whatever name it is known, to the respective statutory authorities/Departments. The Employer will not in any case be liable to or responsible for such payments to or any demand from the Statutory Authorities except for TDS (Tax Deducted at Source of Payment to the Contractor), in case of Statutory provisions of Income-Tax, Work-contract tax or for any other purposes of these Authorities. The Contractor shall maintain complete records of duties, other taxes, and levies etc payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

2. PRICE

2.1 Price quoted in financial proposal shall be fixed. No price/over run charges on account of any increase whatsoever will be payable during the entire period of Contract.

2.2 No Taxes and Duties are payable as extra to the quoted price and the same will be specifically stated in the offer. MEGA will not be liable for payment of Taxes and Duties separately as the same are deemed to be included in quoted price of the offer.

2.3 The tax as included in the rate, the bidder is required to give the bifurcation of same in Annexure – 10 of Financial Package.

3. Milestones/ Key-Dates (Please refer PS, Clause no.14)

The Milestones represent the completion of verifiable activities to be undertaken by the Contractor. A date for the achievement of each Milestone expressed as a number of weeks from the Commencement Date of the Works shall be entered in the column provided. Milestones that lead to the achievement of a Stage must always precede the Key Date for achievement of that Stage. Milestones shall be converted to Calendar dates when the Notice to Proceed is issued.

4. Tender Drawing

The Drawing is indicative only as per preliminary planning done by MEGA; however, the same may be confirmed during the supply.

Tender No.: MEGA/GD&AD/MP-S1/R/2018

FINANCIAL PROPOSAL (i.e. Annexure – 9)

FROM

To,

Metro-Link Express for Gandhinagar &
Ahmedabad (MEGA) Company Ltd(A Joint Venture of Govt. of Gujarat and
Govt. of India)Block No.1, First Floor, Karmayogi
Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Sir,

Subject: "Supply of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro-Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd." Tender No.: MEGA/GD&AD/MP-S1/R/2018

We _____ (Contractor) have read all the terms & Conditions of this tender document and agreed to supply two nos. of Mobile Lifting Table (3 ton) at following rate. The said item will be supplied at Apparal Park Depot, Ahmedabad.

Sr. No.	Description	Qty	Rate	Total
A.	Supply of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro-Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd	2		
	Total			

Yours faithfully,

Signature _____

(Authorized Representative)

Full Name _____

Designation _____

Address _____

Note:

- 1) The rate is inclusive of all taxes
- 2) The tax break up to be filled by tenderer in Annexure – 2.

Annexure – 10 , Tax Breakup as included in the Rate
DETAILS OF TAXES AND DUTIES INR: Indian Rupees

SN	Customs Duty			GST (Goods and Services Tax)												Total Amount of Taxes and Duties in INR (6) = sum of (1) to (5)
				CGST			SGST			IGST			UGST			
	(1)			(2)			(3)			(4)			(5)			
	Amount on which tax/ duty levied	Rate (%)	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)	Rate (%)	Amount on which tax/ duty levied	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)	
Total																

TENDER NO.
MEGA/GD&AD/MP-S1/R/2018

“Supply of Two Nos. of Mobile Lifting Table (3 ton) for Ahmedabad Metro Rail Project Phase-1 of Metro–Link Express for Gandhinagar & Ahmedabad (MEGA) Company Ltd”

TENDER NO.: MEGA/GD&AD/MP-S1/R/2018

Tender Drawing

Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

(A Joint Venture of Govt. of Gujarat and Govt. of India)

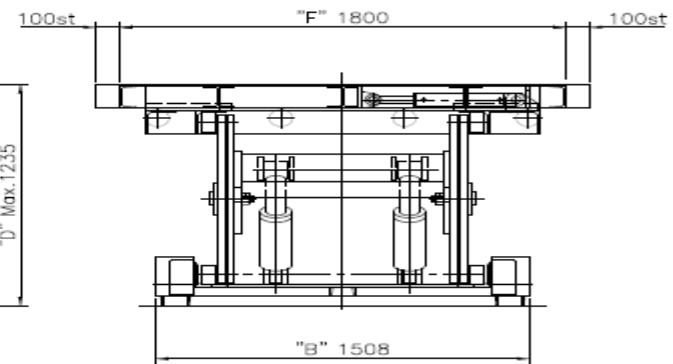
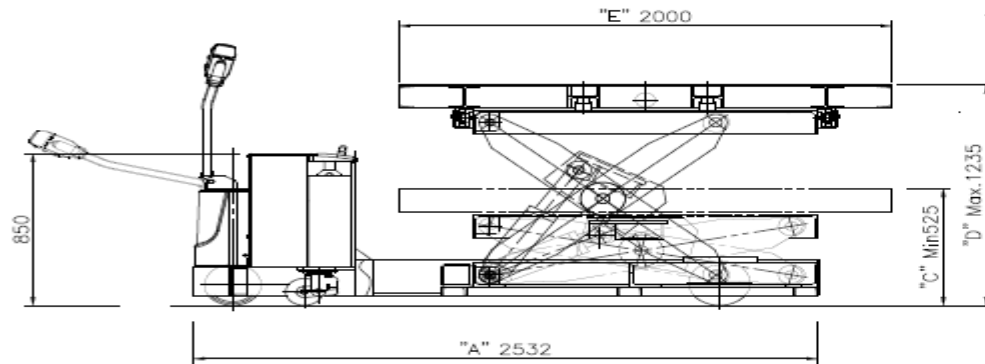
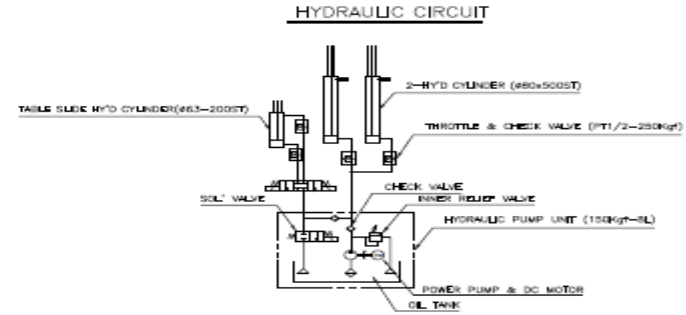
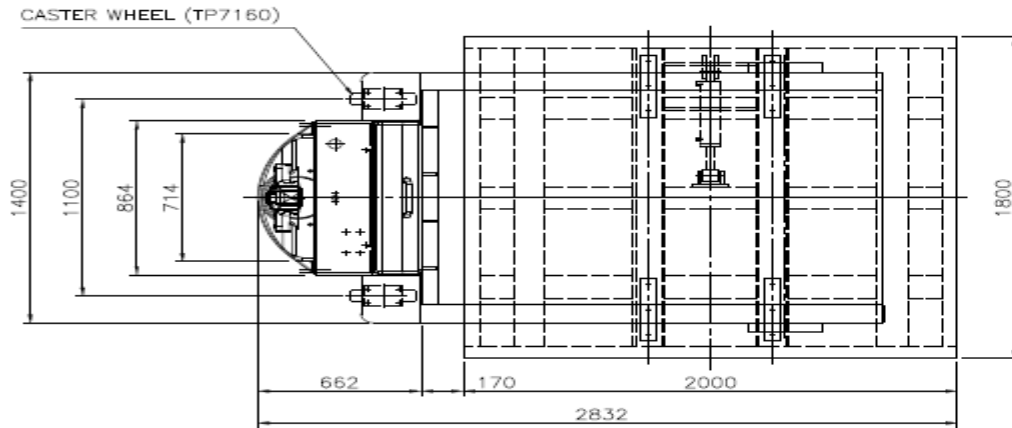
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

TENDER DRAWING



Page Left Blank