



**Gujarat Metrorail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)**

Tender No. GMRC/O&M-Track/Bolt Tightening Machine & T Spanner/2021
Date: 19-03-2021

**TENDER DOCUMENT FOR “PROCUREMENT OF BOLT TIGHTENING MACHINE & T-
SPANNER FOR VOSSLOH 336 FASTENING SYSTEM”**

TENDER DOCUMENT Comprises of:

- ***Notice Inviting Tender***
- ***Eligibility Criteria***
- ***Tendering Process***
- ***Instruction to Bidder***
- ***Technical Specifications***
- ***Terms and Conditions of Contract***
- ***Annexure – I to X***



**Issued by
Gujarat Metrorail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)**

Formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (GMRC) Company Ltd.
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India
Corporate Identification No (CIN): U60200GJ2010SGC059407
Website: www.gujaratmetrorail.com

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Signature & Stamp of Bidder (Authorized Person from Bidder)

Notice Inviting Tender



Gujarat Metrorail Corporation (GMRC) Limited
(SPV 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

TENDER NOTIFICATION No: GMRC/O&M-Track/Bolt Tightening Machine & T Spanner/2021 Date: 19-03-2021

E-Tenders are invited from reputed and experienced agencies engaged in the business of below mentioned tender / services.

Tender Name	Tender Fees
Tender for "Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system"	INR 5,000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying/ downloading the tender document. Last date and time for Bid Submissions is 15:00 Hrs on 09-04-2021.

Any alterations in Eligibility Criteria cum Qualification Requirements, and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com without any obligation or press notification or other proclamation.

Managing Director
GMRC, Gandhinagar

Signature & Stamp of Bidder (Authorized Person from Bidder)

NOTICE INVITING TENDER

Gujarat Metrorail Corporation (GMRC) Limited
(SPV 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

1.1.1 Name of Work:

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED [formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (GMRC) Company Ltd] invites Open Tenders under single stage, two packet system from **Agencies**, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for "Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system."

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/O&M-Track/Bolt Tightening Machine & T Spanner/2021
B. Name of Work	"Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system."
C. Estimated Amount of Work	INR 16 lakh (Including all tax)
D. Cost of Tender Document	INR 5,000/- only inclusive of GST (Non-refundable) [Demand Draft /Banker's cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of "GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED and payable at Gandhinagar]
E. Undertaking for Tender Security Declaration	Bidder shall submit Undertaking for Tender Security Declaration as per Annexure – X. If the undertaking for Tender Security Declaration is not submitted or is not submitted in the prescribed format, then such bids shall be considered ineligible and summarily rejected.
F. Last Date and time of submission of E-Tender	09-04-2021, 15:00 Hrs <ul style="list-style-type: none">Financial Bid is to be filled up on the online portal https://gmrc.nprocure.com as per details required to be provided and mentioned in the Annexure-II, Pricing Document of the Tender document.Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at https://gmrc.nprocure.com

Signature & Stamp of Bidder (Authorized Person from Bidder)

G. Opening of Technical Bid	On the last day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)
H. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
I. Venue of physical submission of Technical Bid (i.e. Technical Bid comprises of Tender fees, Tender Guarantee, Technical Bid & signed copy of Tender Document, Addenda & Clarifications)	Senior Deputy General Manager- Civil & Procurement, Gujarat Metro Rail Corporation (GMRC) Limited (SPV 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
J. Tender validity	90 days from its submission date
K. Performance Guarantee	3% of Contract Value
L. Delivery Period	60 days from date of LOA/Purchase Order

All firms who are specifically registered for tendered stores as per specification of Tender Enquiry either with MSME as MSE or with NSIC, are need not be required to submit Tender Fee and Earnest Money as mentioned above along with their offer. In absence of any of the above requirements no exemption for 'Tender Cost and Tender Security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs. No further clarification shall be sought on the above.

Notes:-

In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprises, and;

- (i) Withdraws his Tender during the period of Tender validity; or
- (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
- (iii) refuses or neglects to execute the contract; or
- (iv) fails to furnish the required Performance security within the specified time,
The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/ date of cancellation of LOA/ annulment of award of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

1.1.3 Eligible Applicant

(A) Purchase Preference to Local Suppliers/Preference to Make In India:

Only 'Class-I local supplier' and 'Class-II local Supplier', as defined below, are eligible to participate for the subject tender.

Signature & Stamp of Bidder (Authorized Person from Bidder)

a) Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). **Minimum local content for 'Class-I local supplier' shall be 80% for the subject tender.**
- iii 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by department for Promotion of Industry and Internal Trade (DPIIT).
- iv. 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under the Order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by department for Promotion of Industry and Internal Trade (DPIIT).
- v. 'L1 ' means the lowest tender or lowest bid or the lowest 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.
- vi. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "class-I 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) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER

b) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER.

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

Signature & Stamp of Bidder (Authorized Person from Bidder)

c) Procedure for Purchase Preference to 'Class-I local supplier' in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER.

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.
- iv. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

d) Minimum local content and verification of local content:

- i. The 'Class – I local supplier' / 'Class – II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of minimum local content and provide self-certification that the item offered meets the minimum local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier / bidder shall give the details of the local content in a format attached as **Annexure – VIII** and **Annexure – IX** duly filled to be uploaded along with the technical bid. In case, bidder do not upload **Annexure – VIII** and **Annexure – IX** duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except global tender enquiries in terms of clause 3(b) of Order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

e) Complaints relating to implementation of Purchase Preference

Fees for such complaints shall be Rs. 2 Lakh or 1 % of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- f) In this tender only class-I local supplier is allowed to bid.**

Signature & Stamp of Bidder (Authorized Person from Bidder)

(B) Bidder from a country, which shares a land border with India

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Department for Promotion of Industry and Internal Trade – DPIIT). The detail circular may be referred on this website : <https://doe.gov.in/procurement-policy-divisions>.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

- (a). An entity incorporated, established or registered in such a country; or
- (b). A subsidiary of an entity incorporated, established or registered in such a country; or
- (c). An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d). An entity whose beneficial owner is situated in such a country; or
- (e). An Indian (or other) agent of such an entity; or
- (f). A natural person who is a citizen of such a country; or
- (g). A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or Voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Signature & Stamp of Bidder (Authorized Person from Bidder)

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(C) Benefits/Preferential treatment to Micro and Small Enterprise (MSEs) as per the Government of India's Public Procurement Policy for goods produced and services rendered by Micro and Small Enterprise (MSEs)

I The Government of India's Public Procurement policy for goods produced and services rendered by Micro and Small Enterprise (MSEs) is a mandatory consideration against this tender. This Policy envisages extending certain benefits/preferential treatment to MSEs and making efforts for development of appropriate vendors and enhancement of their participation in procurement by Government of India and its agencies. In order to avail themselves of such benefits and preferential treatment, the MSEs must be registered with any of the following:

- (i) District Industries Centres
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME

II. In order to extend the benefits/preferential treatment to Micro and Small Enterprise (MSEs) as per the Public Procurement Policy for goods produced and services rendered by Micro and Small Enterprise (MSEs) the following provisions shall be applicable in this tender:

(A) Benefits/Preferential treatments available to MSEs

- (i) Tender sets shall be provided free of cost to MSEs registered for the tendered item with any of the agencies as given in Para C-I above,
- (ii) MSEs registered for the tendered item with any of the agencies as given in Para C-I above will be exempted from payment of Earnest Money.
- (iii) In tenders, participating MSEs registered for the tendered item with any of the agencies as given in Para 3.1 above and quoting a price within price band of L-1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than MSE and such MSEs can together ordered up to 25% value out of the net procurable quantity. Out of total 25% share of MSEs, sub-target for procurement from MSEs owned by SC/ST shall be 4% (within the overall 25% share of all MSEs) and the sub-target for MSEs owned by women shall be 3% (within the overall 25% share for all MSEs)

1.1.4 Minimum Eligibility Criteria.

For Details of Minimum Eligibility Criteria is mentioned at section II.

Notes to Bidders:

- (1) The tenderer may download the tender document along with Addendum (if any) from N

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Procurement's site <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com. The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.

- (2) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be published in the newspapers but the same will be uploaded on N Procurement and GMRC website, as mentioned above.
- (3) 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.)], Gujarat Metro Rail Corporation (GMRC) Limited, formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (GMRC) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, email id: snehal.shah@gujaratmetrorail.com
- (4) The Tender Document comprises of following documents;
 - Section – I, Notice Inviting Tender
 - Section – II, Eligibility Criteria
 - Section – III, Tendering Process
 - Section – IV, Instruction to Bidder
 - Section – V, Technical Specifications
 - Section – VI, Terms and Conditions of Contract
 - Annexure – I to X
- (5) GMRC 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 GMRC for rejection of his proposal.
- (6) GMRC also does not bind itself to accept the lowest rate. GMRC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- (7) 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.
- (8) Our Contact person for this tender is Sr. DGM (Civil & Proc.) with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527

Signature & Stamp of Bidder (Authorized Person from Bidder)

Section II, ELIGIBLE BIDDERS

1. Tenderer should be licensed manufacturer or authorised channel partner of the manufacturer, who regularly manufactures the item required in the tender.
2. Manufacturer or their authorized channel partner should have experience of supplying minimum seven (7) nos of bolt tightening machine in India or abroad in last five years ending last day of the month previous to the month of Tender submission to any metro Railway/ Suburban Main line Railway System.

The details pertaining to above mentioned work to be filled by tenderer in Annexure – I.

3. Tenderer must have minimum average annual turnover of not less than INR 4.8 lakh in 'last 3 (three) financial years.
4. Submission of Undertaking by the Bidder on the following as mentioned in Annexure-IV:
 - (a) No existing litigation.
 - (b) Never blacklisted, terminated by any client in India
 - (c) The bidder never filed any law suits or requested arbitration with regard to any contract within the last five years.
 - (d) No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers.
 - (e) Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies
 - (f) The bidder was never cited by any regulatory agency for a safety violation in the last five years.

Note:

- (a) The Agency may note that they have to submit necessary documentary evidence to fulfil the above mentioned minimum eligibility criteria (SN 1 to 4).
- (b) The tenderer shall submit details of successfully completed similar works executed by them in the Performa given in Annexure- I for evaluation of their tender offer. Documentary proof such as Letter of award/ acceptance/ completion certificates from client clearly indicating the nature/scope/ specifications of machine should be submitted.
- (c) Value of work shall be updated to tender submission date assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. For the purpose of evaluation of work experience, all prices will be converted to Indian Rupees using the Exchange (selling) rates for those currencies at the close of business of the State Bank of India at 31st December of each year for the works completed in respective year. For the works completed in the latest year before 31st of December of current year, the exchange rates of foreign currency shall be applicable 28 days before the tender submission date.
- (d) Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure- I along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp bearing his membership number and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far' in Annexure- V. In such a case the financial data of previous audited financial years will be taken into consideration for evaluation.

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- (e) A copy of service recipient organization on the letter head to be provided in the support of the work carried out.
- (f) Apart from above mentioned submissions, bidder is required to submit the following documents in their qualification cum technical bid.
- i. IT Returns of last five years
 - ii. Copy of PAN, TAN, GST Registration number etc.
- (g) The bidder are advised to submit his bid in spiral / binder book with index, page numbering, sign and stamp on each and every page.

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Section – III, TENDERING PROCESS

Gujarat Metro Rail Corporation (GMRC) Limited (herein after referred to as GMRC or GMRC Ltd), A Special Purpose Vehicle (SPV) of Government Of India (GoI) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies engaged in the business of “supply of bolt tightening machine & t-spanner for Vossloh 336 fastening system.”.

Tender is invited in two parts i.e. **(1) Technical Bid (physical & Online form) (2) Financial bid (online).**

(1) Technical Bid (physical & Online form)

Technical Bid shall be submitted in three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

Envelope – 1, should contain for “Tender Fees and Declaration for EMD”,

Envelope – 2, should be marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure – VI. **The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.**

Envelope – 3, should contain the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document.

Hence, the outermost envelope/package will contain three sealed inner envelopes.

The name of the Proforma / Envelope to be mentioned clearly in words Envelope – 1, “Earnest Money/Tender Fees”, Envelope – 2, “Qualification cum Technical Bid” and Envelope – 3 “Tender Document” as the case may be on the top of the respective Proforma / Envelope.

These three envelopes to be placed in a single cover clearly written on the top as “E-Tender for Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system” which should be submitted in physical and online form on or before the last date and time of tender submission. **Late submission of tenders will not be accepted.**

The Bid duly completed in all respects with the inscription as mentioned above should be submitted on or before the last date and time of submission to **Sr. DGM (Civil & Procurement)** at office address mentioned in the NIT, Key details.

The successful bidder of the tender shall have to submit a Performance Guarantee in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of 3% of Contract Value to be drawn in favour of “**GMRC Limited**” and Payable in Gandhinagar/Ahmedabad within seven days from the issuance

Signature & Stamp of Bidder (Authorized Person from Bidder)

of LOA (Letter of Acceptance) with a validity of **60 days** beyond the date of contract Warranty Period.

Each and every page of these submission (i.e. Technical Bid, Envelope – 1 to 3) must be signed, stamped by the authorised person of the Agency.

(2) Financial bid (online)

Financial Bid is not to be submitted in physical form as it has to be filled up on portal **online** at <https://gmrc.nprocure.com>. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid is prescribed in tender document as 'Online financial proposal' at **Annexure - II**.

The power to accept a tender is vested with GMRC, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing in any form in connection with tender is strictly prohibited and the tender submitted by the bidders who resort to canvassing will be liable for rejection. The bidder shall sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid.

The Bidder shall fill up the information in the **Annexure - III** enclosed at the end of this document in clear and legible terms. Annexures will also have to be signed and stamped by the bidder through its authorized signatory only. The tender forms shall be rejected if it is not complete in any aspect. The bidders are advised to check the website of N Procurement and GMRC Ltd. regularly for any amendments, if any.

Signature & Stamp of Bidder (Authorized Person from Bidder)

Section – IV, INSTRUCTIONS TO BIDDER

(1) ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself/herself. The JV / Consortium is not allowed in this tender.

(2) COST OF BID:

The bidder shall bear all costs associated with the preparation and submission of the bid and GMRC will in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

(3) AMENDMENT TO BID DOCUMENT:

At any time, prior to the date of submission of bids, the GMRC may for any reason, at its discretion, whether at its own initiative or in response to a clarification by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on GMRC Website and these amendments will be abiding to the bidders. Bidders are advised to visit GMRC Website regularly for updates in this regards.

(4) EXTENSION OF TIME:

In order to give prospective bidders required time to take the amendments into action in preparation of their bids, GMRC may at its discretion extend the timeline for submission of bid suitably.

(5) VISIT TO OFFICES / SITE OFFICES:

The bidder is required to supply of Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system and is advised to visit all these venues and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to GMRC and is fully aware about the quality of services required by GMRC.

(6) LANGUAGE:

Bids and all accompanying documents shall be in English as far as possible.

(7) FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is partnership firm, the Form of Bid shall be duly signed by an authorized representative **who must demonstrate authority** for the same with an acceptable documentary proof. Signatures on the Form of Bid shall be witnessed and dated.

(8) CURRENCIES OF BID AND PAYMENT:

The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.

(9) RIGHT TO VARY QUANTITIES:

GMRC reserves the right at the time of award of the contract or during the contract period to **increase or decrease the quantity of materials** in the schedule of requirements without any change in unit price quoted by bidder which shall be abiding to bidder.

Signature & Stamp of Bidder (Authorized Person from Bidder)

(10) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

GMRC Ltd. does not bind itself to accept lowest or any other bids and has the right to cancel the bidding process and reject all bids or some bids or single bid at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder/bidders on the grounds for the company's action.

(11) TECHNICAL BID SUBMISSION IN PHYSICAL & ONLINE FORM:-

(11.1) Bids to be submitted in two parts (1) Technical Bid to be submitted in physical and Online form (2) Financial bid to be submitted online.

The tender form for Technical Bid in Proforma prescribed in **Annexure-IA & Annexure-IB**

The name of the Proforma to be mentioned clearly in words "Earnest Money/Tender Fees" and "Technical Bid Documents" as the case may be on the top of the respective Proforma.

Two separate covers to be prepared for both physical form Proforma (1) For the instruments of Tender Fees & EMD declaration and (2) the document pertaining to Technical Bid. Both the covers are to be placed in a single cover clearly written on top as "E-Tender for Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system" should be submitted to Sr. DGM-Civil & Procurement at Karmayogi Bhavan, Gandhinagar on or before the last date and time of tender submission.

(11.2) Tender Fee and Earnest Money Deposit (EMD) Declaration

Tender Fees :- Demand Draft or Pay-Order of **Rs. 5000/- Non-refundable** as Tender Fees to be drawn in favour of "**GMRC Limited**" payable at Gandhinagar on or before the last date and time of submission.

EMD: Bidder shall submit Undertaking for Tender Security Declaration as per Annexure – X. If the undertaking for Tender Security Declaration is not submitted or is not submitted in the prescribed format, then such bids shall be considered ineligible and summarily rejected.

All firms who are specifically registered for tendered stores as per specification of Tender Enquiry either with MSME as MSE or with NSIC, are need not be required to submit Tender Fee as mentioned above along with their offer.

(11.3) Technical bid without EMD Declaration/ MSME or NSIC Certificate shall be summarily rejected.

(11.4-11.8) Not Used

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(11.9) The Technical Bid should consist of the following documents as per Annexure-VI:

1. Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in **Annexure-I**; and a satisfactorily work completion certificate to be provided compulsorily.
2. Signed & stamped copy of **PAN card of the Shop/Firm** under Income Tax Act. Self-attested one recent passport size photograph(s) of the authorized person(s) of the shop/firm with name, designation, address and Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners as mentioned in **Annexure-III**.
3. Signed & stamped copy of valid **Registration certificate** of Agency under Shop & Establishment Act to derive minimum eligibility as supply of said items/service provider for three years.
4. Signed & stamped **copy of GSTIN** and GST return data of last 3 months.
5. Proof of Annual turnover of last three financial years as stated in Minimum Eligibility Criteria. It should be supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.
6. Annexure-IV(Undertaking)
7. Annexure- V (Affidavit for Unaudited Balance Sheet)

(12) THE FINANCIAL BID SUBMISSION (ONLINE ONLY):-

Financial Bid is not to be submitted in physical form as it has to be filled up online only on (n)procure portal. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid in Proforma prescribed in tender document as 'Online financial proposal' in **Annexure II**.

Help Desk Link for E-Tendering:-

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n) Procure Support team:-

(n)Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell

403, GNFC Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details

Fax : +91-79-40007533

E-mail : nprocure@ncode.in

TOLL FREE NUMBER : 1800-419-4632

Operating System & System Requirements:-

Opening Website in Internet Explorer (IE) 8/9/10 - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display all **Opening Website in IE 11**. - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display Intranet Sites in Compatibility View". Don't Close IE. And open the website.

New DSC Purchase & Renewal L: 079 – 66743289/ 66743300 / 200

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Email Id :	dscsupport@ncode.in
	dscsales@ncode.in

DSC Support Toll Free Number: 1800 - 419 - 4455

(12.1) The financial bid submitted by bidder shall remain valid and open for acceptance **for a period of six months from the date of bid submission.**

(12.2) Bid Prices:

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Bid Offer covers Bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system. This includes all the liabilities of the Bidder to deliver items at GMRC's Depot and station located at Ahmedabad.

(12.3) Bidders are advised to visit and assess the scope and requirements under the tender consciously. Rates so offered by a bidder shall be assumed to have been quoted after comprehensive assessment of the scope, quality and quantity of the work. The terms, conditions and notes under this chapter are guiding and thus bidder/s are advised to make its own assessment and after then to quote.

(13) BID OPENING AND EVALUATION:

(13.1) The tender committee of GMRC will open the Technical / Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

(13.2) The bid of any bidder who has not complied with one or more of the conditions prescribed in the tender document will be summarily rejected.

(13.3) Conditional Bids will also be summarily rejected.

(13.4) Financial bids of only the technically qualified bidders will be opened online.

(13.5) **Overall L1 will be calculated as mentioned with reference to Annexure-II,**

(13.6) If required, the successful L1 bidder of the financial bid will be called for the presentation on its vendor capabilities for providing the services at GMRC Ltd.

(14) ISSUANCE OF LETTER OF ACCEPTANCE (LOA) AND AWARD OF CONTRACT:

(14.1) Prior to the expiration of the bid period, GMRC will notify the successful bidder in writing by issuing Letter Of Acceptance (LOA) through e-mail that its bid has been accepted.

(14.2) The issuance of Letter of Acceptance (LOA) shall constitute the intention of GMRC to enter into an agreement with the successful bidder.

(14.3) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee of value 5% of the Contract Price in conformity with the bid documents, in stipulated time period which is within 7 (Seven) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and GMRC on suitable stamp and after that EMD will be released.

(15) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in stipulated time (within seven days of issuance of LOA) shall constitute sufficient ground for the

Signature & Stamp of Bidder (Authorized Person from Bidder)

cancellation of the acceptance of bid and forfeiture of the EMD, in such case GMRC may make the offer to any other bidder at its only discretion or may call for new bids.

(16) POST BID CLARIFICATION:

No post bid clarification at the initiative of the bidders shall be entertained. Any effort by the bidders to influence the GMRC in its bid evaluation, bid comparison or award of the contract shall be resulted into rejection of the entire bid.

(17) MISCELLANEOUS:

(17.1) The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result into rejection of the bid.

(17.2) GMRC may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder shall also include remarks of its respective clients/principal employer about no levying financial penalty or other major penalty to the bidder during his contract tenure. If any kind of financial penalty or any other major penalty levied to the bidder by its previous clients/principal employer is found, in such case the bidder will be disqualified at Technical Bid Evaluation stage.

(17.3) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

(17.4) The bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform GMRC and shall ensure to get all the details on time.

(17.5) Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at snehal.shah@gujaratmetrorail.com within 10 days from the date of issuance of the tender. The clarifications and amendments, if needed will be issued within 5 days from the last date of query submission date. Queries after the stipulated time period i.e.10 days from the date of issuance shall not be considered in any case.

(17.6) The decision taken by GMRC will be final and abiding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against GMRC Ltd.

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Section V, TECHNICAL SPECIFICATIONS

Technical Specifications

SI No.	Description	Technical Specifications
1	Drive	Air- cooled 4-stroke petrol engine
2	Output	4.2 Kw at 3600 rpm
3	No load speed	200 rpm
4	Adjustable tightening torque	Form 140 to 300 Nm
5	Rapid loosening torque	To 1000 Nm
6	Dimension (LxWxH)	1900X600x720 mm
7	Weight	95 kg Approx.

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Section – VI, TERMS & CONDITIONS OF CONTRACT

1. Payment of Bills

- a) No advance payment will be done
- b) 100% payment will be released on receipt of items & inspection done by department and after Certificate issued by the purchaser for successful received/completion of all items without any defect.
- c) No Extra Charges will be paid towards packing charges, freight & Insurance and other charges.
- d) Delivery Challans must be signed and stamped by GMRC authorised person and Agency
- e) Invoice duly signed and stamped by authorized person of agency in two copies.

2. **Warranty Period**

The Warranty Period of machinery/tools should have minimum 1 year.

3. **LIQUIDATED DAMAGES**

In case the firm does not complete the supply within fixed delivery period, liquidated damages including administrative expenses and not by penalty a sum **equivalent to 2% of the price of stores** which the contractor has failed to deliver within the period fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not exceed 10% of the total contract price. After the **maximum limit of 10% of the contract value**, **purchaser reserve the right to either extend further or cancel the contract**.

4. Delivery required by: within **60 days** of placement of purchase order/LOA or any specific instruction as given by GMRC.

5. **Performance Guarantee:**

The Agency shall deposit Performance Guarantee of 3% of the contract value within 21 calendar days from the date of issue of LOA/Purchase Order for the due performance of the contract valid up to 60 days beyond Guarantee / warranty period in the form of DD, PO, Bank Guarantee or Fixed Deposit from nationalized bank. Performance Guarantee must be valid up to a period of **Sixty Days** after the date of completion of warranty Period, In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of GMRC Ltd. This Performance Guarantee shall be released only after 60 Days from the date of expiry of the contract.

6. **Contract Agreement**

The duly accepted Letter of Acceptance / work order signed by authorized parties (i.e. Employer & Contractor) shall be treated as Contract between Employer & Contractor/supplier.

7. **Sub-Contracting:**

The Agency shall not sub-contract any part or whole part of the rate contract or any activity mentioned in the tender to any sub-contractor.

Signature & Stamp of Bidder (Authorized Person from Bidder)

8. Change in Terms and Conditions/Contract:

GMRC shall reserve all rights to make changes in the terms and condition or variation in the mentioned contract/tender by a notice in writing to the agency. The agency will be abiding to the same and no representation in the said manner will be allowed / entertained.

9. Termination:

(8.1) If The Agency fails to supply items as prescribed by GMRC, GMRC reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.

(8.2) The Contract shall be considered as terminated in the event of the death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. GMRC has to complete process to appoint the new agency during the mentioned period.

(8.3) If Agency does not desire to continue the contract, in such case, it has to give three months' notice in advance to the Company and its performance guarantee will be seized.

(8.4) In addition to the any provision of this contract, GMRC can terminate the contract without providing any reason to the agency by giving notice in one month in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.

(8.5) Failure by The Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by GMRC. In such a case, the performance guarantee will also be forfeited.

(8.6) Any repetition of penalty may be resulted into termination of contract as mentioned in penalty terms and conditions.

10. Statutory Compliance with Laws, Regulations and Orders:

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorized agencies of any government in India and maintain valid record for verification of the statutory authorities as well GMRC Ltd as and when required.

11. Applicable Law:

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit that the court at Gandhinagar, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract.

Signature & Stamp of Bidder (Authorized Person from Bidder)

Annexure – 1A (PROFORMA FOR AUTHORITY FROM MANUFACTURERS)

No. **Date**

To
Gujarat MetroRail Corporation (GMRC) Ltd.
1st floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar - 382010

Dear Sir,

Sub :-

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

Yours faithfully,

(NAME) for & on behalf of M/s
(Name of Manufacturers)

Note : This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer. This letter of authority is not required to be submitted in case the tenderer is himself the manufacturer.

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE – 1B - PERFORMANCE RECORD
(Relevant details to be submitted with reference to Section-II – Eligible Bidders, Clause 2)

Sr. No.	Name of Manufacturer	Full address with contact name and telephone No.	Type of Machine supplied as per Eligibility requirement	Date & Year of Supply	Quantity	Name of Client where supplied (Metro/Railway)

Note:

1) Purchase Orders and Acceptance Certificate from client to be submitted justifying tenderer's eligibility as per eligibility criteria.

Name

Designation

Signature

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE – 1C - FINANCIAL DETAIL

Description	FINANCIAL YEARS		
	2019-20	2018-19	2017-18
Annual Turnover (in INR)			
Average Annual Turnover (in INR)			
Name of Chartered Accountant (CA)			
Seal & Signature of CA			
Membership No. of CA			
Unique Document Identification (UDI) Number of CA			

Note:

1. The bidder is advised to attach the documentary evidence (i.e. LOA, Completion certificate etc.) along with filled Annexure – I, as mentioned above.
2. The financial data in above prescribed format, Annexure – I shall be certified by Chartered Accountant in original under his signature, stamp and membership number.
3. In case audited balance sheet of the last financial year (i.e. 2019 – 20) is not made available by the agency, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation.

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE – II (ONLINE FINANCIAL BID)

SL No.	Item Description	Quantity (in Nos.)	Rate per Item (without tax)	Quoted price without Tax (INR)	GST (INR)	Total Quoted Price including all Tax (INR)
	A	B	C	D = BxC	E	F =D+E
1	Bolt Tightening Machine	1				
2	Hex 39 Socket W Ejector	2				
3	Hex 41 Sock W Ejector	2				
4	T- Spanner Hex 41 Socket	4				
5	T- Spanner Hex 39 Socket	4				
Total (G)						

1. The quoted price / rate should be inclusive of all Cost i.e inclusive of all tax, Packing charges, Fright & Insurance and any other cost.
2. The Warranty Period of above machinery/tools should have minimum 1 year.
3. The L1 will be calculated on total value (G).

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE – III (BIDDER’S DETAILS)

1	Name & Address of Shop/Firm	
	Telephone No. of Owner/Authorized Person of Agency	
2	Registration No. of the Shop/Firm/Agency	
3	Name, Designation, Address and Telephone No. of Authorized Person (Dedicated resource for GMRC) of Shop / Firm / Agency to deal or coordinate with)	
4	Please specify as to whether Bidder is sole proprietor / Partnership Firm. Name, Address and Telephone No. of all Director / Partners should specify.	
4(a)	Manufacture of Bolt tightening machine, (If yes , the bidder has to submit the necessary details of manufacture of Bolt tightening machine) (If no , the bidder has to authorized himself through the manufacturer for supply of Bolt tightening machine, Refer Annexure – 1A)	Yes / No
5	PAN Card Number issued by Income Tax Department	
6	Details of Tender Fees	
	a) Amount	
	b) Pay order or DD No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
	Details of EMD	
	a) Amount	
	b) DD No. or Pay order No.	
	c) Date of Issue	
	d) Name of Issuing Authority	

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) Name, Designation and Address with seal

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE- IV (UNDERTAKING)

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
GMRC Limited,
Block No. 1, 1st Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar – 382 010

Name of the Firm / Agency _____

Dear Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of prevailing shop & establishment Act, and any other applicable laws for Supply of bolt tightening machine & t-spanner for Vossloh 336 fastening system..
4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our agency doesn't have any existing litigation, never blacklisted and terminated by any client in India.
5. I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies.

(Signature of the bidder)
(Name, Designation and Address With seal)

Note:

1. The above mentioned submission must be in ORIGINAL.

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE- V (Affidavit for Unaudited Balance Sheet)

(On a non-judicial stamp paper of appropriate value)

(To be filled by the bidder* in case their Balance Sheet for F.Y. 2019-2020 has not been audited. If the Balance sheet for F.Y. 2019-20 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")

I,..... (Name and designation of Authorised signatory) of.....(Name of Company/Firm/Proprietorship/Partnership)hereby confirm that the Balance sheet for Financial year i.e. **F.Y. 2019-20** has actually not been audited/ or under finalisation so far.

**Signature of authorized signatory
on behalf of Tenderer**

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE- VI (Guidelines for Technical Bid Submission)

Below mentioned Documents to be submitted in Technical Bid along with covering page of below check list

<u>Sr No.</u>	<u>Documents to be Submitted</u>	<u>Yes or No</u>
1	Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act.	
2	Signed & stamped copy of valid Registration Certificate of Agency under as per Shop & Establishment Act.	
3	Signed & stamped copy of GST registration number and GST return data of last 3 months.	
4	Proof of Annual turnover of last three financial years as stated in supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.	
5	Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in Annexure-I	
6	Annexure –IA, IB, IC (Proforma, Performance Record and Financial Details)	
7	Annexure-II (ONLINE FINANCIAL BID)	
8	Annexure-III (BIDDER'S DETAILS)	
9	Annexure-IV- UNDERTAKING	
10	ANNEXURE- V- (Affidavit for Unaudited Balance Sheet)	
11	Annexure- VIII, FORM OF TENDER	
12	ANNEXURE – IX - Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition	
13	Annexure – X - UNDERTAKING FOR TENDER SECURITY DECLARATION	

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE – VII- FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

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

To,
The Managing Director
[Attn: Sr. DGM (Civil & Procurement)]
Gujarat Metro Rail Corporation (GMRC) Limited
(SPV 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

WHEREAS _____ (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of LOA No.: _____ for Procurement of bolt tightening machine & t-spanner for Vossloh 336 fastening system. (hereinafter called “the Contract”)

AND WHEREAS it has been stipulated by the Client in the said Contract that the Agency shall furnish the Client 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 Agency such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Client, on behalf of the Agency up to a total of INR _____/- (Indian Rupees _____ Only), 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 / Ahmadabad Branch to the Client, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____/- (Indian Rupees _____) as aforesaid without the Client needing to prove or to show grounds or reasons for its demand for the sum specified therein.

2. The Client shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Agency shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Client and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Client’s decision as to what amount is due to the Client from the Bank against the guarantee and as to Agency has committed breach of contract or not, shall be final and binding on the guarantor Bank and the Agency

Signature & Stamp of Bidder (Authorized Person from Bidder)

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 Client without the consent of the Agency and without referring the matter to the Agency.

3. The Bank further agrees that the Client shall be the sole judge as to whether the Agency is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Client and the Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Agency for any reason whatsoever.

4. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency 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 Client to proceed against the Agency before presenting to the Bank its demand under this Guarantee.

6. The Client 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 Agency contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Agency 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 Client, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Client of the liberty with reference to matters aforesaid or by reason of time being given to the Agency or any other forbearance, indulgence, act or omission on the part of the Client 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 Client in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Agency 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. The Performance Security should be valid up to 60 days after "the date of completion of warranty Period". The Client will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Agency's cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.

Signature & Stamp of Bidder (Authorized Person from Bidder)

10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client 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 Client 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 _____ (Indian Rupees ***** 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 Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate 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 -----

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE- VIII, FORM OF TENDER

(Undertaking as per Clause 1.1.3)

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 80% (as specified in Clause 1.1.3). **The details including name of vendor, location and percentage of local content is enclosed as Annexure-IX.**

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 1.1.3 of NIT.

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE – IX

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content

Signature & Stamp of Bidder (Authorized Person from Bidder)

ANNEXURE - X

UNDERTAKING FOR TENDER SECURITY DECLARATION

We, _____ (Legal Name of Tenderer) hereby confirm that we are submitting the tender _____ (Name of the work as per NIT) floated by GMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the retender of this work and also will be debarred from participating in any tender of GMRC for a period as specified in table below:

S. No.	Case	Period of ban*
1	a) if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package; or	One year
2	a) if we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) if we do not accept the correction of our Tender price, in terms of Clause -12. of Instructions to Bidder, during evaluation of Financial Proposal; or c) if, having been notified of the acceptance of our Tender by GMRC during the period of tender validity, we (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause 11 of Instructions to Bidder and/or (ii) fail or refuse to furnish the Performance Security in accordance with Clause 1 of Section-III (Tendering Process) & Clause 5 of Section –VI (Term & Condition of Contract)	In all the cases TWO years

*Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

Signature & Stamp of Bidder (Authorized Person from Bidder)