



Gujarat Metro Rail Corporation (GMRC) Limited  
(SPV of Govt. of Gujarat and Govt. of India)

Tender No. GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

Date: 04-02-2022

“Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”

TENDER DOCUMENT Comprises of:

- Notice Inviting Tender (NIT)
- Instructions To Tenderer (ITT)
- GCC & SCC
- Scope of Work & Technical Specifications
- Financial Package



Issued by

Gujarat Metro Rail Corporation (GMRC) Limited  
(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as 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  
Corporate Identification No (CIN): U60200GJ2010SGC059407  
Website: [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)

Corporate Identification No (CIN): U60200GJ2010SGC059407

## Section – I, NOTICE INVITING TENDER



GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED  
(Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. 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

TENDER NOTIFICATION NO. GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

Date: 04-02-2022

E-Tender are invited from reputed and experienced agencies for the following tender:

Tender Name	Tender Fees
“Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”	INR 5000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying/downloading the tender document. The last date and time for Bid Submissions of Tender is 15:00 Hrs on 25-02-2022.

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](http://www.gujaratmetrorail.com) without any obligation or press notification or other proclamation.

Managing Director  
GMRC, Gandhinagar

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## NOTICE INVITING TENDER (NIT)

### GENERAL:

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED [formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd] invites Open Tenders under single stage, two packet system from Agencies, who fulfil qualification criteria as stipulated in Eligibility Criteria, for the work, “Tender for Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”

### 1. Key Details:

1	Tender Upload / Notification Date	04-02-2022
2	Tender No.	GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022
3	Tender Name.	Tender for Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock
4	Estimated value	12.83 Lakhs
5	Tender documents on sale/ Download of Tender documents	From 04.02.2022 (from 11:00 hrs) to 25.02.2022 (upto 12:00 hrs) on e-tendering website <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a> . Tender document can only be obtained online after registration of tenderer on the website <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a> . For further information in this regard bidders are advised to contact No. +91 79 23248572, Extension 527
6	Tender Fee (Non-refundable)	Rs. 5000 (Five Thousand) only inclusive of GST (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) Ltd” payable at Gandhinagar/Ahmedabad) D.D./Banker’s Cheque (in original) shall be accepted only up to 15:00 hours on date of bid submission in the office of Senior Deputy General Manager- Civil & Procurement. (Copy of GST registration no. to be provided along with Tender fee)
7	Tender Security/EMD	Amount of EMD:- INR 25,660/- (Refundable)  [Demand Draft /Banker’s cheque/ Pay Order/Bank Guarantee drawn on a Scheduled Commercial Bank based in India and should be in favour of “GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED” payable at Ahmedabad/Gandhinagar.
8	Quantity	02 no’s- EMU Battery Charger cum Discharger
9	Purpose	The EMU Battery charger cum discharger (single unit) or charger and discharger (separate unit as a set) is/are

		required for charging and discharging of Ni-Cd batteries fitted on EMU train.
10	Nature of Item (Asset/WBS/Consumable)	Asset
11	PAC (If item required of Particular make)	NA
12	Eligibility criteria (if any)	The Tenderer (who can be manufacturer or Authorized dealer of Principal manufacturer) should have supplied minimum 02 Nos of EMU Battery Charger cum Discharger (Single Unit) or charger and discharger (separate unit as a set) in a period of last five (5) years as on last day of the month previous to the month of tender submission.
13	Delivery Schedule	14 weeks from the date of LOA
14	Delivery Location	1 no. at Apparel Park Depot and 1 no. at Gyaspur Depot in Ahmedabad
15	Consignee	JGM, Rolling Stock (Mr. Rakesh Kr. Kharadi)
16	Last date and time of submission of E-Tender	25-02-2022, 15:00 Hrs  <ul style="list-style-type: none"> <li>• Financial Bid is to be filled up on the online portal <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a> as mentioned in financial bid submission</li> <li>• Technical Bid is to be submitted physically at the address mentioned below &amp; is also to be uploaded online at <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a></li> </ul>
17	Opening of Technical Bid including Tender Fees & Tender Guarantee	On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.
18	Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
19	Venue of physical submission of Tender fees, Tender guarantee and Technical Bid	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
20	Bid Validity Period	120 days from its submission date
21	Bid Security Validity	(120+30)=150 days from its submission date
22	Performance Security	<ul style="list-style-type: none"> <li>• The successful tenderer has to submit the Performance Security in the form of Bank Guarantee or DD of 3% of Contract Value.</li> <li>• The said PBG/DD to be submitted within 20 days from issuance of LOA.</li> </ul>

		<ul style="list-style-type: none"> <li>The PBG / DD should be valid for 90 days beyond the completion of warranty/guaranty period</li> </ul>
23	Warranty Period	24 Months
24	Payment	<ul style="list-style-type: none"> <li>No Advance payment.</li> <li>Inspection by consignee.</li> <li>100% Payment after delivery and acceptance by the consignee.</li> <li>Price quoted shall be inclusive of all taxes &amp; freight charges.</li> </ul>
25	Currencies allowed for Tendering and Payment	Indian Rupee only

\*As per MSME Act 2012 and amendment thereof, the firm registered under MSME / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate as on the date of tender submission.

## 2. Eligible Bidders:

- a. Interested Manufacturers / Suppliers may submit the Tender as Single Entity.
- b. The tender fees INR 5000/- (INR Five Thousand only) and Tender Guarantee (as per Annexure – 3 of GCC), 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 manufacturer or authorized dealer of Principal manufacturer) should have supplied minimum 02 nos. of EMU Battery Charger cum Discharger ( Single Unit) or charger and discharger ( separate units as a set) in a period of last five (5) years as on last day of the month previous to the month of tender submission.
  - Tenderer must have minimum average annual turnover of not less than INR 10.26 lakh in last 3 (three) financial years i.e (F.Y 2020-21, 2019-20 & 2018-19).
  - The submission from tenderer are to be self-attested 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 – 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 as amended from time to time (till date of submission of tender).

- e. The Annexure – 1 to 8 as given in GCC filled in separate sheet in same format and Financial Package (Financial Proposal, Annexure -1, Annexure – 13A) to be filled online on N-Procurement site <https://gmrc.nprocure.com>.
- f. Financial Submission

The financial details to be filled only in FINANCIAL PROPOSAL in tender document. The tax breakup to be filled in Annexure – 1 (i.e. Tax bifurcation). The FINANCIAL PROPOSAL IS to be filled online on N-Procurement site <https://gmrc.nprocure.com>.

- g. 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>.

Notes for Bidders:

- The tenderer may obtain further information/clarification, if any, in respect of these tender documents from the office of Sr. DGM/Civil & Procurement, Gujarat Metro Rail Corporation (GMRC) Ltd.( 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.
- All tenderers are hereby cautioned that tenders containing any material deviation or reservations and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.
- The intending tenderers must be registered on e-tendering portal <https://gmrc.nprocure.com>. Those who are not registered on the e-tendering portal shall be required to get registered beforehand. After registration, the tenderer will get user id and password. On login, tenderer can participate in tendering process and can witness various activities of the process.
- The bidder shall submit the Tender Fees & Tender Security (Envelope-1), Technical Bid (Envelope-2) and Signed & stamped Tender document along with Addenda & Clarifications (if any) (Envelope-3) in physical form & Technical Bid (i.e, Envelope -2) is also to be uploaded online at e-tendering portal <https://gmrc.nprocure.com>. Financial Bid is not to be submitted in the physical form and it must be submitted online only at <https://gmrc.nprocure.com>. Both the submissions are to be submitted on the same day as per date and time mentioned in NIT.
- Instructions for on-line bid submission are furnished in ITT.
- Submission of Tender after due date and time shall not be accepted under any circumstances.
- It shall be the responsibility of the bidder / tenderer to ensure that (a) Technical Bid is to be submitted physical & online form and (b) Financial Bid / Price Bid is to be submitted in online form on e-tendering website <https://gmrc.nprocure.com> before the deadline of submission.
- GMRC will not be responsible for non-receipt of tender submission as mentioned above due to delay, loss etc.

Tenders shall be valid for a period of 120 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per NIT.

- 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.
- 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.
- Tenderers are advised to keep in touch with e-tendering portal <https://gmrc.nprocure.com> and GMRC's website [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com) for any updates, Addendum, Clarification, etc.
- Our Contact person for this tender is Sr. DGM- Civil & Procurement with mail-ID [snehal.shah@gujaratmetrorail.com](mailto:snehal.shah@gujaratmetrorail.com), Telephone +91 79 23248572, Extension 527. [Help-Desk Link for E-Tendering:-](#)

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

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

(n)Procure Cell  
304, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)  
Contact Details  
Fax : +91-79-40007533  
E-mail : [nprocure@ncode.in](mailto:nprocure@ncode.in)  
TOLL FREE NUMBER : 1800-419-4632

Operating System & System Requirements:-

Opening Website in 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

Email Id :	<a href="mailto:dscsupport@ncode.in">dscsupport@ncode.in</a>
	<a href="mailto:dscsales@ncode.in">dscsales@ncode.in</a>

DSC Support Toll Free Number: 1800 - 419 – 4455

(n)Procure Bidding Manuals: [https://www.nprocure.com/html/umannuals\\_vendor.asp](https://www.nprocure.com/html/umannuals_vendor.asp)

Managing Director,  
GMRC, Gandhinagar





“Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”

Tender No.: GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

### INSTRUCTION TO TENDERER (ITT)

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited  
(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as 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

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)

## INSTRUCTIONS TO TENDERER (ITT)

### 1.0 INTRODUCTION

1.1 GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED [formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd] invites Open Tenders under single stage, two packet system from Agencies, who fulfil qualification criteria as stipulated in Eligibility Criteria, for the work, “Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock, Ahmedabad Metro Rail Project, Phase -1”, Tender No.

GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022 .

### 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 “Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock” in connection with Tender No. GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022 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

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 available at GMRC's website <https://www.gujaratmetrorail.com/>

## 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 02 Numbers of EMU Battery charger cum discharger. The Tenderer shall quote rate for supply of "Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock" including all the taxes & freight..

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) Earnest Money Deposit (EMD) of Rs. 25,660 /- (Rupees : Twenty Five Thousand Six Hundred Sixty Only) in the form of Demand Draft / Pay-Order / Fixed Deposit / Bank Guarantee to be drawn in favour of "Gujarat Metro Rail Corporation (GMRC) Limited", payable at Gandhinagar/Ahmedabad on or before the last date and time of submission. For FD/BG, validity must be for 150 days (120 + 30 days) from the last date of bid submission.

(b) If Tender Security is not submitted then such bids shall be considered ineligible and summarily rejected.

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 bidder shall submit their tender in form of two bids (1) Technical Bid in Physical & Online form and (2) Financial Package through Online. Financial Package is not to be submitted in the physical form and it needs to be submitted online through <https://gmrc.nprocure.com>.

12.2 The tenderer shall submit their Technical Bid in three separate sealed envelopes, marked as Envelope -1, Envelope -2 and Envelope -3 duly labelled viz., Envelope -1 comprising of “Tender Fees and Tender Security”, Envelope-2 comprising of original and copy of “Qualification cum Technical Package”, and Envelope-3 comprising of “Signed and Stamped Tender Document and Addenda/ Clarifications (if any)” along with CD containing inter alia all qualification information required as per format given in the Tender before date and time of submission of tender mentioned in NIT.

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: (i) original Tender Fees and Tender Security Document along with a copy thereof (in case of DD/BG/FDR/Banker’s Cheque).

Envelope- 2 should contain : (i) Original Qualification cum Technical Package, as per format given in all the volumes of the tender document along with ‘copy’ of same & CD containing the scanned copy of Qualification cum Technical Package in one envelope.

Envelope- 3 should contain (i) Signed and stamped Tender Document and Addenda, Clarifications (if any).

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

12.3 The outer envelope shall be duly superscripted

(i) The address of the Employer as follows,

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.

(ii) Name and address of the tenderer, Tender Notice No GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022 and Date and time of the opening of the tender.

12.4 The inner envelopes shall also indicate the name and address of the tenderer and the content in brief like Tender Fees, Tender Guarantee, Qualification cum Technical Package in original & Qualification cum Technical Package copy and Signed and stamped Tender Document and Addenda, Clarifications (if any).

### 13.0 SUBMISSION OF TENDERS

13.1 It shall be the responsibility of the bidder / tenderer to ensure that the envelope containing 'Tender Fees', 'Tender Security' 'Qualification cum Technical Package' and Signed and stamped Tender Document and Addenda, Clarifications (if any) is submitted to the office of Sr. DGM/Civil & Procurement at above-mentioned address before the prescribed dead line.

13.2 'Tender Security', 'Tender fees', 'Qualification cum Technical Package' submitted after due date and time shall not be accepted and shall liable to be rejected summarily.

13.3 GMRC will not be responsible for delay, loss or non-receipt of 'Tender Security', 'Tender Fees' and 'Qualification cum Technical Package' sent by post / courier.

13.4 GMRC shall not be responsible for 'Tender Security', 'Tender Fees' and 'Qualification cum Technical Package' delivered to any other place / person in GMRC (like Tapal / DAK section etc) other than the designated officer and does not reach the designated officer before the dead line for submission.

13.5 The Employer may, at his discretion, extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline will thereafter be subject to the deadline as extended. If such nominated date for submission of tender is subsequently declared as a Public Holiday by GMRC or happens to be non-working day for GMRC due to any reason, then the next official working day shall be deemed as the date for submission of tender.

13.6 All the pages, supporting papers / documents submitted along with the tender should be signed by the authorized signatory and stamped. Tenders not containing full information as regards to qualifying requirements and Technical Proposal are liable for rejection. The proposals must be signed as detailed below:

i) By the proprietor in case of proprietary firm

ii) By the partner holding the power of attorney in case of a firm in partnership (a certified copy of the power attorney shall accompany the proposal).

iii) By duly authorized person holding the power of attorney in case of a Private Ltd or Limited company or Corporation (a certified copy of the power attorney shall accompany the proposal) as authorized by their Board Of Directors/Appropriate Authority.

- iv) By duly authorized person holding the power of attorney furnished on behalf of both members of Joint Venture/Consortium, as the case be.
- 13.7 No responsibility will be accepted by the GMRC for the opening out of the envelopes due to wrong/ bad/ deficient sealing or marking or other causes contrary to the aforesaid instructions.
- 13.8 GMRC reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal
- 13.9 Contractors are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at contractor's own risk and may result in rejection of proposal.
- 13.10 The bidder to ensure that submission of Technical Bid is to be made Online & in Physical form. There shall not be any change to technical bid submitted Online & Physical. In case of any change, then the submission made on online will be considered for evaluation.
- 14.0 LATE TENDERS
- Tenderers have to submit the Technical Bid comprising of Tender fees, Tender Security and Qualification cum Technical Package in physical form and the Qualification cum Technical Package & Financial Package are to be uploaded on e-tendering portal <https://gmrc.nprocure.com> before the due date and time of tender submission in the office of
- 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.
- It shall be the responsibility of the bidder/ tenderer to ensure that the envelope containing ‘Tender Security’, ‘Tender Fees’ and ‘Qualification cum Technical Package’ is submitted to the designated officer (Sr. DGM/Civil & Procurement) before the deadline of submission prescribed in the NIT.
- 15.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF TENDERS
- 15.1 Except where expressly permitted by these Instructions, the Tenderer shall not make or Cause to be made any alteration, erasure or obliteration to the text of the documents prepared by the Employer and submitted by the Tenderer with or as part of his Tender.
- 15.2 No Tender shall be allowed to be modified by the Tenderer after the deadline for submission of Tenders.
- 15.3 The Tender once submitted will be taken as a final bid.
- 15.4 Withdrawal of a Tender during the interval between the deadline for submission of bids

and the expiration of the period of bid validity specified in the Form of Tender shall result in the forfeiture of the Tender Security.

## TENDER OPENING AND EVALUATION

### 16.0 TENDER OPENING

16.1 At 15.30 hrs (IST) on the last day of submission of tenders, the received tenders will be checked for completeness of submission by the tenderers. Envelopes containing 'Tender Fees and Tender Security' will be opened first in front of the tenderers who wish to be present. In case submitted Tender Security is prima facie acceptable, the Qualification cum Technical Package of the said tender will be opened. The tenders not containing Tender Fees, Tender Security will be rejected and the Qualification cum Technical Package will not be opened at all. Tenders of those tenderers who have not submitted valid 'Tender Security' and valid 'Tender Fees' shall be considered as non-responsive and liable to be rejected summarily.

16.2 The Qualification cum Technical Package of all tenderers who have submitted a valid tender security and Tender Fees shall be opened in the presence of representatives of tenderers who choose to attend on date & time as mentioned in tender document in the office of 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. The tenderers name, details of the tender security and such other details as the Employer or his authorized representative, at his discretion, may consider appropriate will be announced at the time of tender opening.

16.3 The Financial Package(s) which tenderer(s) have uploaded online will be opened on a subsequent date after evaluation of Qualification cum Technical Package. Financial packages of only those tenderers whose submissions are found substantially responsive and technically compliant will be opened online. The time of opening of financial package shall be informed to qualified tenderers through E-mail/ phone.

### 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 & submission thereof by the bidder.

20.2 Evaluation of financial offer will be based on quantities in BOQ and rates quoted. Any alteration or request for alteration in BOQ 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 Tenders determined to be technically acceptable after technical evaluation will be checked by the Employer for any arithmetical errors in computation and summation during financial evaluation. Errors will be corrected by the Employer as follows:

- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
- b. 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.

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 3% 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.

27.0 CONTACT PERSON IN GMRC OFFICE

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

The Sr. DGM (Civil & Procurement)

[snehal.shah@gujaratmetrorail.com](mailto:snehal.shah@gujaratmetrorail.com)

Phone - 079 – 23248572. Extension: 527



“Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”

Tender No.: GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

GENERAL CONDITIONS OF CONTRACT &  
SPECIAL CONDITIONS OF CONTRACT

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited  
(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as 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

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)

## 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 Gujarat Metro Rail Corporation (GMRC) 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

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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 3% 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 Gujarat Metro Rail Corporation (GMRC) 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



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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 Employe'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 used by the issuing bank for the purpose mentioned below:

Code	Purpose
MT760	Confirmation of bank
MT767	Amendment in bank

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## 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, GMRC 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 GMRC.

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 to 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 not be 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.



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## 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. Deleted.

### 1902. Payment for indigenous supply shall be made by GMRC 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 GMRC or any other carrier in respect of nondelivery, short delivery, misdelivery, loss, destruction, damage or deterioration of goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee, as the case may be.

#### 2002. Consignee's Right of Rejection

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

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

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

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

#### 2003. Subletting and Assignment

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

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

#### 2100. RESPONSIBILITY FOR COMPLETENESS

2101. Any fittings or accessories which may not be specifically mentioned in the specifications but which are useful or necessary are to be provided by the Contractor without extra charge, and the plant must be complete in detail.
2102. The work shall be performed at the place or places specified in the contract or at such other place or places as may be approved by the Purchaser.
2103. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract.

#### 2200. INDEMNITY

2201. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
2202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within 24 hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.
2203. The Contractor shall return all such property and shall be responsible for the full value thereof to be accessed by the Purchaser/loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.
2204. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

#### 2300. CORRUPT 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, GMRC 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, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say: -

- i. if the Contractor being an individual or in a firm. Any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in 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.

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## 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

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 be 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

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.

2701. 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.

2702. 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

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.

2801. 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.

2802. 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.
2803. 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.
2804. 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. GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022 X					
2.	Title of Tender: Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock, Ahmedabad Metro Rail Project, Phase -1					
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:					
	Name of the Tenderer/Manufacturer	Name of the companies merged with or acquired by the Tenderer and the dates of merger/acquisition				
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%; padding: 5px;">Name</th> <th style="width: 40%; padding: 5px;">Date of Merger</th> </tr> </thead> <tbody> <tr> <td style="height: 30px;"></td> <td></td> </tr> </tbody> </table>	Name	Date of Merger		
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	Battery Specification & features	Quantity	Date of supply

Note:

1) Purchase Orders and Acceptance Certificate from client 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. PAN (documentary proof to be attached)
6. GSTIN (documentary proof to be attached)
7. TAN (documentary proof to be attached)
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-3

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Deleted

ANNEXURE-4

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

THIS WARRANTY is made on the \_\_\_\_\_ day of \_\_\_\_\_

By [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] (“the Manufacturer”)

To: Gujarat Metro Rail Corporation (GMRC) 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. GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022 X dated [ \_\_\_\_\_ ] (“the Contract”) made between (1) the Gujarat Metro Rail Corporation (GMRC) (“the Purchaser”) and (2) [ \_\_\_\_\_ ](the Contractor), the Contractor has agreed to “Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock, Ahmedabad Metro Rail Project, Phase -1 of Gujarat Metro Rail Corporation (GMRC) 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 of (No. \_\_\_) EMU Battery charger cum discharger (single unit) or charger and discharger (separate unit as a set) with 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:
  - (a) 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
  - (b) he owes a duty of care to the Purchaser in relation to the performance of his duties as the manufacturer under the Contract; and
  - (c) he will replace free of cost to the Purchaser any defect or failure of the Facility provided under the Contract for a period of 12 (twelve) months from the date of issue of Taking Over Certificate for the Facility.
  - (d) 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 12 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 upto-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. In so far 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, nonexclusive 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

## PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No	Clause	Deviations	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in Annexure 13A of financial package (Yes/No)

Note:

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-13A of BOQ.

This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.

2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations". In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorised signatory on behalf of Tenderer

## ANNEXURE- 6

## FINANCIAL DATA

NAME OF THE TENDERER (CONSTITUENT  
MEMBER IN CASE OF JV/CONSORTIUM) :

(All amounts in Rupees in Crores)

S.No	DESCRIPTION	Financial Data for Last 3 Audited Financial Years		
		Year 2018-2019	Year 2019-2020	Year 2020-2021
1	2	3	4	5
	Total value of Work done as per audited financial statements			

NOTE:

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last three financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV/Consortium, and not that of sister or parent company.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 3 years i.e. 2018, 2019 and 2020.
6. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number and Firm Registration Number.
7. The above financial data will be updated to last day of the month previous to the month of tender submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
8. The Years mentioned in the table are indicative only. Financial Data (updated as per Note 7 above) for latest last 3 (three) audited financial years shall be considered for evaluation. 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' as per format Annexure -6A. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender will be considered as non-responsive.

ANNEXURE- 6A

(Affidavit for Unaudited Balance Sheet as per Note 8 of Annexure – 6)

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

(To be filled by the bidder\* in case their Balance Sheet for F.Y. 2020-2021 has not been audited. If the Balance sheet for F.Y. 2020-21 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. 2020-21 has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer

\* In case the bidder is a Joint Venture/Consortium, each individual member has to submit this affidavit.

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)]

Gujarat Metro Rail Corporation (GMRC) Ltd.

(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 Contractor) (hereinafter called “the Contractor”) has undertaken, in pursuance of LOA No.: \_\_\_\_\_ for “Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock, Ahmedabad Metro Rail Project, Phase -1” (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 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 Employer, 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 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 Contract or 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. The Performance Security should be valid up to 90 days after “the completion of warranty period”. The employer 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 Tenderer’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.
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 \_\_\_\_\_ (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 Employer 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 -----

## 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,  | Submitted / Not Submitted |
| (f) Annexure-6<br>Annexure – 6A  | Submitted / Not Submitted |
| (g) Annexure-7   | Submitted / Not Submitted |
| (h) Appendix-I of SCC  | Submitted / Not Submitted |
| (i) Appendix-II of SCC   | Submitted / Not Submitted |
| (j) Appendix-III of SCC  | Submitted / Not Submitted |
| (k) Appendix-IV of SCC   | Submitted / Not Submitted |
| (l) Tender document signed and stamped<br>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. On Nprocure, have you filled financial bid.  
(including Financial Proposal, Annexure 1,  
Annexure 13A) Submitted / Not Submitted

4. On Nprocure, have you uploaded technical bid.  
Submitted Submitted / Not Submitted

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



## ANNEXURE-9

## FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank) B.G.No.

, Dated:.....

- 1 In consideration of you, Gujarat Metrorail Corporation (GMRC) 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, India (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 Consortium, wherever applicable) (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), for Contract "**Tender for Providing Security Services/Manpower for Depot and Stations of Phase-1 of GMRC**"[hereinafter referred to as "the Works"] pursuant to the Tender No:GMRC/O&M/SECURITY SERVICES/PH-1/2021, dated \_\_\_\_\_ issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as "Tender Documents"), 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, 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 Security") 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.
- 2 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.
3. 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 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).
4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till:\_\_\_\_\_ 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 maybe
- 5 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.
- 6 The Tender Security 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.
  - 7 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.
  - 8 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.
  - 9 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.
  - 10 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.
  11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
  12. 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.
  - 13 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)

## SPECIAL CONDITIONS OF CONTRACT (SCC)

### SPECIAL CONDITIONS OF CONTRACT

1.0 TENDER GUARANTEE AMOUNT = .Refer Clause 1 of NIT

2.0 QUALIFYING REQUIREMENTS OF TENDERERS

As mentioned in NIT, Key details SN 12 & 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/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.

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 60% 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.
- 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 'ClassI 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 Appendix – I and Appendix - II of SCC duly filled to be uploaded along with the technical bid. In case, bidder do not upload Appendix – I and Appendix - II of SCC 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.

7. 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

2. Voting agreements;

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.

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.

**Appendix- I**

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P45021/2/2017 – 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 as amended from time to time (till date of submission of tender), that the item(s) offered meets the minimum local content of 60%. The details including name of vendor, location and percentage of local content is enclosed as Appendix – II of SCC.

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 practise for which the tenderer or its successor can be debarred for a period upto 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 practicing 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. P45021/2/2017-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 IF AUTHORIZED SIGNATORY

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Note:

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 6 of SCC.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

Appendix- II

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

STAMP & SIGNATURE IF AUTHORIZED SIGNATORY



## Appendix - III

## CHECKLIST,

[Refer: Clause 7 of SCC]

SN	Particular	Yes	No	Reference (Document placed at in Technical Submission)
1	The bidder is participating in the form of JV / Consortium.			
	If yes, please provide the following information (to be submitted by bidder in separate sheet in technical submission) - (a) Name of the bidder participated as JV / Consortium : (b) Whether, the bidder participated is subsidiary or parent firm : (c) If subsidiary, provide the details of parent firm: (d) Country name of the bidder participated as JV / Consortium : (e) Percentage Participation of JV Members:			
2	The bidder participated in JV/Consortium, any of its member shares a land border with India.			
3	If yes in SN 2, whether the approval was obtained from Competent Authority as specified in Annex – 1 of GFR Circular, F.NO.6/18/2019-PPD, dated: 23-07-2020 and shall be enclosed with this checklist.			
4	Whether, the bidder has proposed any of work to subcontract / sub consultant to any contractor from country, which share land border with India.			
5	If yes in SN 4, whether the approval as obtained from Competent Authority, as specified in Annex – 1 of GFR Circular, F.NO.6/18/2019-PPD, dated: 23-07-2020 and shall be enclosed with this checklist.			

Stamp &amp; Signature of Authorised Signatory

Note:

1. It may be noted that SN 2 & 3 to be filled by the bidder, who share a land border with India and SN 4 & 5 to be filled by the bidder, who propose any of work to be subcontracted / sub consultant to any agency, from the country, which share land border with India.
2. The answer “NO” in SN 3 & 5 will disqualify the bidder, who participated in the form of JV / Consortium.

3. The relevant documentary evidence of approval as asked in SN 3 & 5 shall be attached with this FoT, otherwise the bidder will be disqualified.
4. The above details are to be filled by the authorized signatory of the bidder or constituent member in case of JV/Consortium.

## Appendix - IV

## UNDERTAKING

[Refer: Clause 7 of SCC]

- 
1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder or any of its constituents is not from such a country and is eligible to be considered."
  2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered".
  3. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Stamp & Signature of Authorised Signatory

Note:

1. The bidder has to read the above mentioned undertakings, para 1 to 3 and the applicable para in undertaking FoT to be submitted along with the bid submission.
2. If bidder falls under SN 2 & 3, the bidder shall require to submit the evidence of valid registration by the Competent Authority along with this Appendix.
3. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
4. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.



“Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”

Tender No.: GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

### Scope of Work & Technical Specifications

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited  
(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as 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

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)

## **Battery Charger cum Discharger (Single unit) or Charger and discharger (Separate units as a set)**

### **IMPORTANT NOTE:**

- i) Bidders are required to give clause-wise comments on the following technical specifications, Schedules etc. confirming compliance/non-compliance with details of deviations to avoid back reference. The comments should be brief and concise.
- ii) Bidders must quote only for the makes of sub-assemblies/equipment wherever specified in this specification. Purchaser may, however permit use of an equivalent make with prior approval of GMRC

### **1 DESCRIPTION**

The Battery Charger cum discharger (Single unit) or Charger and discharger (Separate units as a set) is/are required for charging and discharging of Ni-Cd batteries fitted on EMU train and shall be installed in depot cum workshop of Ahmedabad Metro Rail Corporation.

### **2 SCOPE OF SUPPLY**

This specification covers, but not limited to the design, manufacturing, testing, supply and commissioning of Battery Charger cum discharger (Single unit) or Charger and discharger (Separate units as a set) be used for constant current charging and discharging of Ni-Cd batteries fitted on EMU train of Ahmedabad Metro Rail Corporation and shall be installed in depot cum workshop. Battery Charger cum discharger (Single unit) or Charger and discharger (Separate units as a set) shall confirm to the particular requirements as per Para 5 of this specification. The supply shall include all accessories and other equipment required for full operation of Battery Charger cum discharger (Single unit) or Charger and discharger (Separate units as a set) when installed and connected to power source.

### **3 DESIGN RESPONSIBILITY**

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

- 3.1 The development of the design to be carried out in accordance with the Drawings/Specifications set out in the Contract.
- 3.2 The Contractor being responsible for the development and completion of the design of any other items of the Works as stated in the Contract, including, without limitation, the updating and amendment of the Drawings from time to time.
- 3.3 The Contractor, while co-ordinating with the Engineer and Designated Contractors on all matters relating to design and documentation, shall retain full responsibility for managing such designs and for the maintenance of all the documentation associated with the design process. The personnel identified to fulfil these roles shall be direct employees of the Contractor.
- 3.4 The Contractor shall determine and verify as appropriate the materials, site measurements and installation criteria before adopting in the design of the equipment.
- 3.5 The Contractor shall ensure that the information contained in the submissions has been co-ordinated with the overall requirements of the Works and the works of the Designated Contractors.
- 3.6 The information that is extracted from the Drawings/Specifications 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.

### 3.7 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 Appendix-I & Appendix-II, enclosed in the end shall be part of technical submission.

The technical proposal shall be evaluated for suitability by GMRC.

### 3.8 Preliminary Works

The Contractor shall inspect the Designated Contractors' enabling works and satisfy himself that all works to be carried out by the Designated Contractors are in accordance with the interface requirements as specified in the interface specification.

## 4 GENERAL REQUIREMENTS

The following general requirements on equipment design shall apply to all equipment.

4.1 Equipment shall be designed for a 20-year design life of heavy-duty workshop use with an aggregate of 16 hours per day, 7 days per week and 52 weeks per year.

4.2 Equipment that requires an electricity supply shall be compatible with the system voltage ranging from 360 to 440V, three phase 4 wires, and frequency ranging from 47.5 to 51.5 Hz.

4.3 Work related to the production of the equipment shall comply with relevant European standards, Codes of Practice and the latest statutory requirements of India including, but not be limited to, the following:

BSEN287 - Approval testing of welders for fusion welding.

BSEN288 - Specification and approval of welding procedures for metallic materials. BS4575 -

Fluid power transmission and control systems.

BS5304 - Code of practice for safety of machinery.

BSEN60073 - Specification for coding of indicating devices and actuators by colours and supplementary means.

EN60204 – Electrical equipment

BSEN60529 - Specification for degrees of protection provided by enclosures (IP code).

ISO9001-3:1991 - Guideline for the Application of ISO9001 to the Development, Supply and Maintenance of Software.

4.4 The Contractor shall furnish their requirements in accordance to the Schedule of Key Dates in the Particular Specification.

4.5 The equipment 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 Components of equipment of similar construction or similar application shall be mutually interchangeable.

4.7 The Contractor shall, to the extent that he is responsible for the design or component selections of equipment items recognise and implement all safety requirements and ensure that the design and performance of the equipment are compatible with the safety standards of the Project.

4.8 Equipment shall be "fail-safe" and "overload protected". The equipment shall incorporate all necessary safety devices to protect the equipment, operators, buildings and all other people and things in the vicinity of the equipment. No failure of the equipment shall cause or give rise to any damage or catastrophe of any nature whatsoever.

- 4.9 Equipment design shall take into consideration 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.
- 4.10 Guards shall be fitted to all exposed moving parts of the equipment where the environment and working processes of the system dictate that there is a foreseeable risk of injury or causing ill health to personnel from sources such as moving parts, electricity, noise and vibration, dust and fumes, etc.
- 4.11 Moving parts of the equipment shall be efficiently lubricated to ensure quiet operation as well as durable and reliable service life. Lubrication points shall be clearly identified for easy replenishment with minimum removal of other components of the equipment.
- 4.12 The environment within which the equipment is to operate shall be taken into consideration in the equipment design.

5 PARTICULAR REQUIREMENT OF BATTERY CHARGER CUM DISCHARGER (Single unit) or Charger and discharger (Separate units as a set)

S. No.	Parameters	Specifications
1	Battery Type and Capacity	80 Ni-Cd cells of capacity 130A Hrs. Details is given in 'Annexure-A'
2	Cooling Arrangement	Natural Air Cooled
3	AC input Voltage	415 V AC , 3 PHASE $\pm$ 10%
4	AC input Frequency	50Hz $\pm$ 5%
5	Mode of operation of charger	<p><b>Automatic mode of control:</b> In automatic mode of operation the battery charger shall be configured for charging of 80 numbers, 130 Ah of Ni-Cd batteries with constant current 26 Amp, details of batteries given in Annexure-A. Current shall be maintained constant at the set value throughout charging in current mode.</p> <p><b>Manual mode of control:</b> In manual mode of operation the battery charger shall be adjustable with maximum of 70 Amps current. Float voltage range: 103 v to 120 v Float current : 30 A max. Boost voltage : 60 v to 160 v Boost current : 70 Amp Max. Current mode : 5 to 70 Amps</p> <p>Charger shall have programmer charging time or until specific voltage.</p>
6	Mode of operation of Discharger:	<p><b>Automatic mode of control:</b> In automatic mode of operation the battery discharger shall be configured for charging of 80 numbers, 130 Ah of Ni-Cd batteries, with constant current 26 Amp. Details of batteries given in Annexure-A. Current shall be maintained constant at the set value throughout discharging in current mode.</p> <p><b>Manual mode of control:</b> The electronic discharger suitable for 120V and range 05 - 70 A adjustable current control Battery minimum input voltage: 60 V- 110 V. Current control adjustable range from 05 – 70 Amps with constant discharge current.</p> <p>Discharger shall have programmer discharging time or until a specific voltage.</p>



7	DC Output Setting	<p>a. Nominal :110V (Adjustment)</p> <p>b. Float :103-120V (Adjustment)</p> <p>c. Boost :60-160V (Adjustment)</p>
8	Output Current limits	70 Ampere charging and discharging current adjustable.
9	Power Conversion	<p>AC to DC by means of a Three-Phase full wave full controlled bridge rectifier consisting of Thyristor Module / IGBT.</p> <p>DC to AC by means of a Three Phase full wave full controlled bridge rectifier consisting of Thyristor Module line communication of inverter / IGBT.</p>
10	Voltage regulation at Bridge output	<p>± 1% of set value for ±10% input voltage ± 5%</p> <p>Frequency Variation, 0-100% Load Variation</p>
11	Ripple Voltage	<= 1% RMS at full load
12	Switchgear & Protection	<p>a. Input – MCCB</p> <p>b. Output Side – MCCB</p> <p>c. Protection</p> <ul style="list-style-type: none"> <li>- Input surge suppressors</li> <li>- Current limit</li> <li>- Soft start feature</li> <li>- Control Circuit &amp; Voltmeter fuses</li> <li>- Equipment overheating / Thermal overload protection</li> <li>- Rectifier protection fuses</li> <li>- Capacitor protection fuses</li> </ul>
13	Meter Analogue type & LCD Display	<ul style="list-style-type: none"> <li>- 96X96 MM Acc. 1 %</li> <li>- AC Voltmeter with selector switch</li> <li>- DC Voltmeter, DC Ammeter</li> <li>- Center Zero ammeter for battery charge/discharge</li> </ul>
14	Indicator LED type	<ul style="list-style-type: none"> <li>- Mains on (one LED for each phase)</li> <li>- Output on</li> <li>- Charging (Forward Mode)</li> <li>- Discharging (Reverse Mode)</li> </ul>

15	ALARMS	<ul style="list-style-type: none"> <li>- AC supply failure</li> <li>- Charger failure</li> <li>- DC low voltage</li> <li>- DC High voltage</li> <li>- Battery low</li> <li>- Temperature High</li> </ul>
16	Ambient Temperature	<ul style="list-style-type: none"> <li>- 0 to 50° C</li> </ul>
17	Insulation Scheme	<ul style="list-style-type: none"> <li>- Average winding temp rise over amb.90 C</li> <li>- Insulation class – F</li> <li>- Insulation break down voltage-2 KV for 1 min</li> </ul>
18	Cables	<ul style="list-style-type: none"> <li>- 650V/1100V Grade, PVC insulated copper wire should be used. Ferrules shall be provided for identification of connection.</li> <li>- Equipment power supply shall be via a 3 phase power socket connected to 26 sq.mm (Or suitable size) single core unarmred ply cable with additional earth conductor.</li> <li>- Connector (Male) 63Amp. Cable lugs – of suitable size</li> <li>- Sufficient length of power cable (Minimum 50 Meter) to connect the charger to main.</li> </ul>
19	Panel	<ul style="list-style-type: none"> <li>- Protection Grade IP 42.</li> <li>- Good quality like Rittal or equipment</li> <li>- Portable type</li> </ul>
20	Paint	<ul style="list-style-type: none"> <li>- All metal parts shall be cleared and treated with rust proofing paint &amp; 2 coats of polyurethane paint.</li> </ul>
21	Power Factor	<ul style="list-style-type: none"> <li>- 0.995 at full load</li> </ul>
22	Efficiency	<ul style="list-style-type: none"> <li>- &gt;93%</li> </ul>
23	Current Harmonics Distortion at AC input side	<ul style="list-style-type: none"> <li>- &lt;5%</li> </ul>
24	Regenerative discharge Mode	Regenerative discharge Mode integrated with charger should give pure sinusoidal wave from during discharge with THD<5% & power factor unit.
25	Cooling Arrangement	Temperature sensor based cooling arrangement for battery charger cabinet. Exhaust shall be provided in the panel without sacrificing the desired IP protection.

## 6. Parameters for discharge mode:

Automatic electronic discharger of capacity (110V/30A) to be provided as per following specifications:

- IGBT /Thyristor controlled
- Battery Input voltage: 60-110V
- Battery protection; On/Off Switch + fuse
- Short circuit protection
- Current control Range:0-30A adjustable (**Discharge current to be maintained constant**)
- Free standing type castor wheel for easy movement of the panel
- Discharge set shall be discharging at constant current for 5 hrs. rating.
- During the discharge mode the battery charger shall be able to return back the energy to the bus of main power supply system.
- Tenderer in their technical proposal shall describe the detailed procedure with schematic diagram for constant current discharge unit.

## 7 Inspection, Testing, Commissioning and Training:

GMRC's representative can inspect the material at firm's works during the manufacturing and assembly time or prior to the dispatch of material.

Both battery charging and discharging unit shall be tested at Supplier's premises before delivery at site.

Battery charger cum discharger (Single unit) or Charger and discharger (Separate units as a set) shall be installed and commissioned at GMRCL's premises by the supplier.

Supplier shall impart necessary training for operation and maintenance of the supplied equipment to GMRC staff.

## 8 DOCUMENTS TO BE PROVIDED:

All documents shall be provided in English.

The Supplier shall provide the entire documentation, up to date:

- All relevant technical details for battery charger cum discharger (Single unit) or Charger and discharger (Separate units as a set).
- Detailed circuit diagrams and technical parameters of Converter unit.
- Warranty Card
- Calibration / Test certificate
- Operation and Maintenance Instructions/ manual
- Trouble shooting instructions/ manual.

## 9 MANDATORY SPARES

All power devices and electronic control PCB shall be provided as mandatory spares.

## 10 WARRANTY AND MAINTENANCE

The Battery Charger cum discharger (Single unit) or Charger and Discharger (Separate units as a set) along with all accessories shall be under warranty for 24 months from the date of commissioning at GMRCL depot in Ahmedabad. All scheduled preventive-maintenance work (Quarterly and onwards, as recommended by the OEM) and unscheduled repairs during DLP period shall be carried out by the Supplier.

## 11 SCHEDULE OF KEY DATES

Key date no.	Requirement	Key date
KD-1	Complete delivery of the equipment at Apparel park depot, Ahmedabad	12 weeks
KD-2	Complete assembling, testing and commissioning of the equipment at Apparel park depot, Ahmedabad	2 weeks after KD-1

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

## Annexure-A (Specification of Ni-Cd Battery)



### 2. Technical data for 80 MRX130

NO	TECHNICAL PARTICULARS		REMARKS
1	Type of Battery		Nickel Cadmium
2	Type of Plates		Sintered / Pbe
3	Cell Type of Designation		MRX 130
4	Nominal Capacity		130Ah / 5 Hour rate
5	Nominal Volts per Cell		1.2 V
6	Number of Cells		80 cells / set
7	Number of Blocks	4 cells/block	20
8	Block Dimension	4 cells/block	L209 X W169 X H305 mm
9	Block Weight	4 cells/block	18 Kg
10	Accessory Kit		20 Kg
11	Quantity of Electrolyte reserve per cell		0.52 liters
12	Type of Electrolyte		Potassium Hydroxide (KOH)
13	Specific Gravity of Electrolyte		1.24 ± 0.03, At 20°C
14	Cell Container Material		Flame retardant polypropylene
15	Recommended Charging Current		26 Ampere (0.2C <sub>5</sub> A)
16	Maximum Charging Current		130 Ampere (1C <sub>5</sub> A)
17	Operating temperature range		-20°C to +50°C
18	Recommended Charging Voltage for Railway Application at 20°C		1.47 VPC at 20°C
19	Temperature compensation		1.47 VPC at 20°C -0.003V/ °C X 80 cells  <div style="text-align: center;"> <b>Float voltage variation versus temperature</b>  </div>

### Appendix - I

#### Clause wise Remarks (Complied/Not Complied or Otherwise) to be given by the Tenderer:-

S.No.	Parameters	Specifications	Remarks
1	Battery Type and Capacity	80 Ni-Cd cells of capacity 130A Hrs. Details is given in 'Annexure-A'	
2	Cooling Arrangement	Natural Air Cooled	
3	AC input Voltage	415 V AC , 3 PHASE $\pm$ 10%	
4	AC input Frequency	50Hz $\pm$ 5%	
5.	Mode of operation of charger	<p><b>Automatic mode of control:</b> In automatic mode of operation the battery charger shall be configured for charging of 80 numbers, 130 Ah of Ni-Cd batteries with constant current 26 Amp, details of batteries given in Annexure-A. Current shall be maintained constant at the set value throughout charging in current mode.</p> <p><b>Manual mode of control:</b> In manual mode of operation the battery charger shall be adjustable with maximum of 70 Amps current. Float voltage range: 103 v to 120 v Float current : 30 A max. Boost voltage : 60 v to 160 v Boost current : 70 Amp Max. Current mode : 5 to 70 Amps</p> <p>Charger shall have programmer charging time or until specific voltage.</p>	
6.	Mode of operation of Discharger:	<p><b>Automatic mode of control:</b> In automatic mode of operation the battery discharger shall be configured for charging of 80 numbers, 130 Ah of Ni-Cd batteries, with constant current 26 Amp. Details of batteries given in Annexure-A. Current shall be maintained constant at the set value throughout discharging in current mode.</p> <p><b>Manual mode of control:</b> The electronic discharger suitable for 120V and range 05 - 70 A adjustable current control Battery minimum input voltage: 60 V- 110 V. Current control adjustable range from 05 – 70 Amps with constant discharge current.</p> <p>Discharger shall have programmer discharging time or</p>	

		until a specific voltage.	
7	DC Output Setting	a. Nominal :110V (Adjustment) b. Float:103-120V (Adjustment) c. Boost :60-160V (Adjustment)	
8	Output Current limits	70 Ampere charging and discharging current adjustable.	
9	Power Conversion	AC to DC by means of a Three-Phase full wave full controlled bridge rectifier consisting of Thyristor Module / IGBT.  DC to AC by means of a Three Phase full wave full controlled bridge rectifier consisting of Thyristor Module line communication of inverter / IGBT.	
10	Voltage regulation at Bridge output	$\pm 1\%$ of set value for $\pm 10\%$ input voltage $\pm 5\%$ Frequency Variation, 0-100% Load Variation	
11	Ripple Voltage	$\leq 1\%$ RMS at full load	
12	Switchgear & Protection	d. Input – MCCB e. Output Side – MCCB f. Protection - Input surge suppressors - Current limit - Soft start feature - Control Circuit & Voltmeter fuses - Equipment overheating / Thermal overload protection - Rectifier protection fuses - Capacitor protection fuses	
13	Meter Analogue type & LCD Display	- 96X96 MM Acc. 1 % - AC Voltmeter with selector switch - DC Voltmeter, DC Ammeter - Center Zero ammeter for battery charge/discharge	-
14	Indicator LED type	- Mains on (one LED for each phase) - Output on - Charging (Forward Mode) - Discharging (Reverse Mode)	-

15	ALARMS	<ul style="list-style-type: none"> <li>- AC supply failure</li> <li>- Charger failure</li> <li>- DC low voltage</li> <li>- DC High voltage</li> <li>- Battery low</li> <li>- Temperature High</li> </ul>	-
16	Ambient Temperature	<ul style="list-style-type: none"> <li>- 0 to 50° C</li> </ul>	
17	Insulation Scheme	<ul style="list-style-type: none"> <li>- Average winding temp rise over amb.90° C</li> <li>- Insulation class – F</li> <li>- Insulation break down voltage-2 KV for 1 min</li> </ul>	-
18	Cables	<ul style="list-style-type: none"> <li>- 650V/1100V Grade, PVC insulated copper wire should be used. Ferrules shall be provided for identification of connection.</li> <li>- Equipment power supply shall be via a 3 phase power socket connected to 26 sq.mm (Or suitable size) single core unarmed ply cable with additional earth conductor.</li> <li>- Connector (Male) 63Amp. Cable lugs – of suitable size</li> <li>- Sufficient length of power cable (Minimum 50 Meter) to connect the charger to main.</li> </ul>	-
19	Panel	<ul style="list-style-type: none"> <li>- Protection Grade IP 42.</li> <li>- Good quality like Rittal or equipment</li> <li>- Portable type</li> </ul>	
20	Paint	<ul style="list-style-type: none"> <li>- All metal parts shall be cleared and treated with rust proofing paint &amp; 2 coats of polyurethane paint.</li> </ul>	
21	Power Factor	<ul style="list-style-type: none"> <li>- 0.995 at full load</li> </ul>	
22	Efficiency	<ul style="list-style-type: none"> <li>- &gt;93%</li> </ul>	
23	Current Harmonics Distortion at AC input side	<ul style="list-style-type: none"> <li>- &lt;5%</li> </ul>	
24	Regenerative discharge Mode	Regenerative discharge Mode integrated with charger should give pure sinusoidal wave from during discharge with THD<5% & power factor unit.	
25	Cooling Arrangement	Temperature sensor based cooling arrangement for battery charger cabinet. Exhaust shall be provided in the panel without sacrificing the desired IP protection.	



**Appendix II -**

**Automatic electronic discharger of capacity (110V/30A) to be provided as per following specifications:**

**Clause wise Remarks (Complied/Not Complied or Otherwise) to be given by the Tenderer:-**

<b>S.No</b>	<b>Specifications</b>	<b>Remarks</b>
1.	IGBT controlled	
2.	Battery Input voltage: 60-110V	
3.	Battery protection; On/Off Switch + fuse	
4.	Short circuit protection	
5.	Current control Range:0-30A adjustable (Discharge current to be maintained constant)	
6.	Free standing type castor wheel for easy movement of the panel.	
7.	Discharge set shall be discharging at constant current for 5 hrs. rating.	
8.	During the discharge mode the battery charger shall be able to return back the energy to the bus of main power supply system.	
9.	Tenderer in their technical proposal shall describe the detailed procedure with schematic diagram for constant current discharge unit.	



“Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock”

Tender No.: GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

## Financial Package

Issued by

Gujarat Metro Rail Corporation (GMRC) Limited  
(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as 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

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)

## FINANCIAL PACKAGE

### INSTRUCTIONS AND PREAMBLE FOR THE PRICING DOCUMENT

#### 1. General Requirements

- 1.1 This Bill of Quantities shall be read in conjunction with the Instructions to tenderers. General and Special Conditions of Contract, Notice inviting Tenders, Employer's Requirement, etc. The Tenderer shall note that this is a Fixed Price Contract and the Prices quoted shall not be subject to adjustment unless otherwise specifically mentioned in the General Conditions of Contract and Special Conditions of Contract.
- 1.2 The Financial Proposal (as per BOQ) shall be uploaded online on the website <http://gmrc.nprocure.com>. The rates shall be quoted in the format provided in the bid documents. The rates shall not be offered/quoted elsewhere in the technical submission/ tender submission. The applicable GST / Service Tax to be added to the Tender-Total and Grand Total to be mentioned in the ANNEXURE - 1.
- 1.3 The quoted price should be inclusive of all taxes, freight etc.
- 1.4 The percentage to be quoted by Bidders shall be filled in figures only. In case of quoted percentage having decimal places, only first two digits after decimal will be considered, without any rounding off for third and more digits.
- 1.5 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. GMRC 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 – 1 of Financial Package.

#### 3. Milestones/ Key-Dates (Please refer Clause no.11 of SOW)

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.

Tender No.: GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

## FINANCIAL PROPOSAL

(to be submitted online at <https://gmrc.nprocure.com>)

FROM

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,

Gujarat Metro Rail Corporation (GMRC) 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: "Design, Manufacture, Supply, Installation, Testing and Commissioning of EMU Battery Charger cum Discharger for Rolling Stock, Ahmedabad Metro Rail Project, Phase -1" Tender No.: GMRC/EMU BATTERY CHARGER/ROLLING STOCK/2022

We \_\_\_\_\_ (Contractor) have read all the terms & Conditions of this tender document and agreed to supply 02 EMU Battery charger cum discharger (single unit) or charger and discharger (separate unit as a set) at following rate. The said item will be supplied at Apparal Park Depot & Gyaspur Depot, Ahmedabad.

SN	Description of Item	No required	Unit cost of Item (in INR)	Total Cost (In INR)
A	EMU Battery charger cum discharger	02		
Tender Total				

Tender Total in words:

Indian Rupees.....

Signature \_\_\_\_\_

(Authorized Representative)

Note:

1. The rate is inclusive of all taxes, packing, Installation, commissioning charges.

2. The quoted amount shall be inclusive of inland freight charges up to final destination at GMRC Depot in Ahmedabad and other incidental charges.
3. The tax break up to be filled by tenderer in Annexure – 1.

Annexure – 1 , 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																

ANNEXURE – 13-A			
PROFORMA FOR STATEMENT OF MINOR DEVIATIONS			
The following are the particulars of minor deviations from the requirements of the Tender Document:			
Sr. No	Clause	Deviations	Price adjustment for each deviation/s
<u>Note:</u>			
1. The Tenderer shall indicate price adjustment against each deviation in ANNEXURE-13 A of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.			
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.			
3. If the tenderer proposes deviations in tender documents, and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.			

Signature of authorized signatory on behalf of tenderers