

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Housing & Urban Affairs (mohua)
Department Name/विभाग का नाम	Bangalore Metro Rail Corporation Limited
Organisation Name/संगठन का नाम	Bangalore Metro Rail Corporation Limited
Office Name/कार्यालय का नाम	Bangalore Metro Rail Corporation Limited Oandm
Total Quantity/कुल मात्रा	4
Item Category/मद केटगरी	LITHIUM BATTERY OPERATED TRACK INSPECTION MOTOR TROLLEY
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
EMD Amount/ईएमडी राशि	106596

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM FINANCE O&M

Bangalore Metro Rail Corporation Limited OandM, Bangalore Metro Rail Corporation Limited, Bangalore Metro Rail Corporation Limited, Ministry of Housing & Urban Affairs (MoHUA)
(Veerabhadrappe Hadimani)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum

local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
31-05-2024 12:00:00	Office of the DGM Stores, BMRL Metro Rail Depot , BMRL DCOS,Old Madras Road, Near NGEF Bus Stop Baiyappanahalli, Bangalore - 560038.

LITHIUM BATTERY OPERATED TRACK INSPECTION MOTOR TROLLEY (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manjunath M	560038,Gnanadurai. S , BMRCL Metro Rail Depot , BMRCL DCOS,Old Madras Road, Near NGEF Bus Stop Baiyappanahalli, Bangalore - 560038	4	90

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. Warranty

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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ADDITIONAL TERMS & CONDITIONS OF THE BUYER

A. EARNEST MONEY DEPOSIT & PERFORMANCE SECURITY

1. Earnest Money Deposit (EMD)

1.1 The Earnest Money Deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the Security's forfeiture.

1.2 The Earnest Money Deposit shall be valid for 45 days beyond the Bid offer validity and remain deposited with the Employer from the date of opening of Bids. If the validity of the offer is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the offer after the expiry of the aforesaid period shall not be con

sidered by the Employer.

1.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the form of;

(a) Account Payee Demand Draft in favour of Bangalore Metro Rail Corporation Ltd 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, payable at Bengaluru. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

(or)

(b) Banker's Cheque in favour of Bangalore Metro Rail Corporation Ltd 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, payable at Bengaluru. Bidder has to upload scanned copy / proof of the Banker's Cheque along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

(or)

(c) An irrevocable Bank Guarantee issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bangalore (specify the name of the branch and address) in the form given in Annexure 1 to the Bid documents. However, 'Earnest Money Deposit' Bank Guarantee format is also available in <http://tenderb.bmrc.co.in>.

(or)

(d) Micro and Small Enterprises (MSEs) registered with NSIC under a single point vendor registration scheme shall be facilitated by exempting from payment of Earnest Money Deposit (EMD). The bidder seeking EMD Exemption must submit the valid supporting document for the relevant category as per GeM with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.

1.4 The Earnest Money Deposit shall be submitted in its original form; copies will not be accepted; and No interest will be payable by the Purchaser on the Earnest Money Deposit.

1.5 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Bidder

(1) withdraws or amends or impairs or derogates its Bid during the period of Bid validity specified by the Bidder on the Form of Bid; or

(2) does not accept the correction of errors; or

(b) In case of a successful Bidder, if the Bidder fails:

(1) To sign the Contract Agreement; or

(2) To furnish Performance security.

1.6 Any Bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by the Purchaser as non-responsive.

1.7 Upon 'Contract Agreement' being signed by the successful Bidder and on submission of Performance Security, BMRC will promptly discharge / return the EMD / Bid Security. BMRC shall also return the Bid security/ EMD of unsuccessful Bidders. Bidders

who submit EMD through Demand Draft / Pay order / Banker's Cheque needs to fill Additional Document - 5 detailed in "Additional Documents as per Specific Requirement of Buyer". along with a cancelled cheque leaf for refund of EMD through NEFT/ RTGS.

2. Security deposit / Performance Security

2.1 The successful Bidder shall furnish a Performance Security, for an amount equivalent to **05% of the Contract Price** as per Bid Details Within 21 days of receipt of notification communicated by the Purchaser by issue of "Letter of Acceptance".

- (a) A crossed Demand Draft / Pay Order / Banker's cheque in favour of the "**Bangalore Metro Rail Corporation Ltd.**", 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, **payable at Bangalore**.

(or)

- (b) An irrevocable Bank Guarantee issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and **payable and extendable at a designated branch in Bangalore** in the Form given in **Annexure-2** of the Bid document. However, 'Performance Security' Bank Guarantee format is also available in <http://Bid.bmrc.co.in>:

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in this clause, the Purchaser may forfeit the Earnest Money Deposit.

2.2 On the performance and completion of the contract in all respects the Performance Security will be converted into Guarantee to warrant the Warranty obligations of the Supplier. The Performance Security shall be valid up to 3 months beyond the final Warranty Period for the Entire Work. The Performance Security will be returned within 3 months after completion of Warranty Period.

2.3 The Performance Security shall remain in full force and effect during period that would be taken for satisfactory performance and fulfillment in all respects of the contract i.e. till satisfactory commissioning of the Goods at consignee's works and completion of warranty period, and shall in the first instance be valid until 3 months beyond the contract period including Defect liability/ warranty obligations.

B. QUALIFICATION CRITERIA

3. Eligible Bidders

3.1 The Tenderer should not have been blacklisted / debarred /declared ineligible for award of contract by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at **Annexure - 1**.

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

3.2 The Tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that:

"The Tenderer is the Original Equipment Manufacturer (OEM)" or Authorized Indian dealer or distributor of the OEM of the Goods/Supply. The tender shall meet the Qualifying Requirements as specified in the **Qualification Criteria Section- IV**.

3.3 The Tenderer shall have a 'GST Registration Number' and details of the same should be furnished along with the Tender submittals.

3.4 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. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). For Details refer to Order (Public Procurement No.1, F.No.6/18/2019-PPD) dated 23/07/2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division

3.5.1 This clause will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3.5.2 All the participating tenderers are mandatorily required to submit a certificate along with the tender regarding their compliance with this clause/order in regard to restrictions of procurement from the bidders from countries sharing land borders with India as per the format included in **Annexure-6** to these Contract Conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

4. Qualification Requirements of the Bidder

Bidders who meet the below specified minimum Qualification Criteria will only be qualified.

1. The Tenderer should be a manufacturer who must have manufactured, tested and commissioned the Goods similar to the type specified in the 'Schedule of Requirements' up to at least 2 No. of the quantity required in any one of the last five (5) years to any Indian Metro which must be in satisfactory operation for at least 6 months on the date of tender opening.. The goods offered for supply must be of the most recent series models incorporating the latest improvements in design.
2. Tenders of tenderers quoting as authorized representative/dealer of a manufacturer, meeting with the above requirement in full, can also be considered provided:
 - i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations; and
 - ii) The tenderer, as authorized representative/dealer, has supplied, the similar to the type as per the specification document to any Metro rail corporations, any State Government, Central Government or any Public Sector units to at least 02 Nos of Battery Powered Motor in any one single contract in the last **05** years. The period of last 05 years counted as 28 days prior to the date of submission of tender.
3. The tenderer as a OEM / authorized distributor shall furnish satisfactory performance report of the Battery Powered Motor minimum of 01 No's in any one single contract for the last 05 years from the end user.
4. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above.
5. Supplier should be OEM or Approved by OEM.
6. The Tenderer shall have a 'GST Registration Number' and details of the same should be furnished along with the Tender submittals.
7. The bidder shall submit the duly filled in, guaranteed technical parameters annexed to the technical specification failing which their offer is liable for rejection

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. **When ever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.** The corresponding clause number of the General Conditions is indicated in parenthesis.

1. Definitions

- (a) The Purchaser is Bangalore Metro Rail Corporation Ltd (BMRCL), its legal successors and assigns.
- (b) The Supplier or the Contractor is 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;

2. Inspection and Tests

Inspection and tests at shop & final acceptance are as follows:

- 2.1 The inspection of the Goods shall be carried out internally by the contractor, to check whether the Goods are in conformity with the Technical Specifications attached to the Contract and shall be in line with the inspection procedures laid down in the Technical Specifications and the General Conditions of Contract. The supplier will dispatch the goods to the ultimate Consignee after internal inspection & testing along with manufacturer's warranty certificate.
- 2.2 After Inspection of Goods at the Stores/Site of BMRCL, if the goods not in conformity with the Technical Specifications /Installation procedure attached to the Contract, a period not exceeding two weeks or as decided by the Engineer-in-charge will be given to rectify the defects and clear the Site Test, failing which the purchaser reserves the rights to get the goods replaced by the supplier at no extra cost to the Purchaser.

3. Delivery and Documents

Upon delivery of the Goods, the supplier shall furnish to the Purchaser the following documents:

- a) One Original and two Copies of the Supplier invoice showing Contract number, goods description, quantity, unit price, total amount;
- b) One Original and two Copies of packing list identifying the contents of each package;
- c) Insurance Certificate (if any);
- d) Manufacturer's / Supplier's warranty certificate;
- e) The Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. Incidental Services

The following services shall be considered in GCC Clause 12 and the cost shall be included in the Contract price:

- a) Performance of the on-site assembly, commissioning and start-up of the goods / equipment.

- b) Furnishing the detailed installation procedure manual for the supplied goods.
- c) Hands on training for the Purchaser's personnel at the place of installation.

5. Payment

5.1 Not used

- 5.2 **On Final Acceptance:** The hundred percent of the Contract price shall be paid to the Supplier in within 30 days after the date of acceptance Certificate issued by the Purchaser's representative of the respective delivery, installation and training and other necessary documents.

6. Settlement of Disputes

Not used.

7. Notices

For the purpose of all notices, the following shall be the address of the Purchaser and the Supplier.

Purchaser:

Bangalore Metro Rail Corporation Ltd.,
O&M Wing, Baiyappanahalli Depot
Baiyappanahalli
Bangalore – 560038 Karnataka (India)

–

Supplier:

..... (To be filled in after the award of Contract)

8. Progress of Supply – Not Used

9. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

10. Supplier Integrity:

The Supplier is responsible for and obliged to conduct all Contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-Contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

12. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

13. Transportation of Goods:

The Supplier shall transport the Contracted material/supplies through registered common carriers only. Supply of Spare parts is not envisaged in the present tender.

14. Installation:

The Supplier is responsible for all unpacking, installation and commissioning of 02 Nos. Lithium Battery Operated Motor Trolley

15. Maintenance – Not used

16. Training:

The Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively carry out operation & maintenance of Battery Operated Motor Trolley supplied at desired locations. The training shall be hands on training during installation of cad weld jointing kits.

17. Technical Documentation:

The Technical Documentation (3 sets of hard copy and soft copy) involving detailed instruction for operation and maintenance is to be delivered. The language of the documentation should be English.

5. Even though the Bidders meet the Qualification criteria in accordance with Clause 03 & 04, they are subject to be disqualified if they have

- 5.1** Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 5.2** Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- 5.3** Participated in the previous Bid for the same work and had quoted unreasonably high Bid prices and could not furnish rational justification.

6. Taxes and Duties

- 6.1** Quoted Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Bidder shall undertake that the Goods and Services Tax (GST) charged is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- 6.2** Bidders are advised to check applicable GST on their own before quoting. Buyer will

not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. Warranty

7.1 Warranty period of the supplied products shall be 12 Months from the date of final acceptance of goods at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods.

7.2 The Bidder shall guarantee the rectification of goods in case of any break down during the guarantee period. Bidder shall have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centers in India are to be uploaded along with the bid

7.3 Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period.

8. The Bidder shall upload the following list of Documents

8.1 The Bid duly filled and submitted by the Bidder shall comprise the following:

- (a) Earnest Money Deposit
- (b) OEM Authorization Certificate
- (c) Evidence of 'Bidder's Eligibility and Qualification Criteria (in accordance with Clause 03 & 04)
- (d) Details of bank account of Bidder as per Additional Document - 5 along with canceled cheque
- (e) Declaration towards Litigation/ Arbitration/ Debarment/ Blacklisting and undertaking on the Bidder's Letter Head as per Annexure - 1.
- (f) Undertaking as per Annexure - 2.

and any other documents required be completing and submitting by Bidders in accordance with these instructions.

C. ADDITIONAL DOCUMENTS AS PER SPECIFIC REQUIREMENT OF BUYER

Annexure 1 - FORMAT FOR DECLARATION TOWARDS LITIGATION/ ARBITRATION/ DEBARMENT/ BLACKLISTING

Annexure 2 - DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

Annexure 3 - CHECKLIST

Annexure 1

**FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT /
BLACKLISTING**

(on the Bidder's Letter Head)

We, M/s [Name of the Bidder]....., herein after called " the Contractor ", do hereby affirm and declare that we have NOT been involved in any Litigation / Arbitration AND NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/ projects/ Reputed private organizations in India.

In case it is found that above statement is not true, any time during effect of this Bid or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Bid Security / Performance Security at its discretion.

Signature of the Bidder

Place:

Date:

Annexure - 2

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

- Name of the Firm/Bidder:
- Name of the account to which amount to be remitted:
- Complete Address:
- Name of the Bank:
- Branch:

- Address of the Bank Branch:
- Account Type:
- Account Number:
- IFSC Code of the Bank Branch:
- MICR Code of the Bank Branch:
- Whether a cancelled Cheque of the Bidder/Firm is submitted: Yes or No (please tick)

Certified that the information furnished above is correct.

Signature of the Bidder

Place:

Date

Annexure - 3

CHECK LIST

- (A) The following check list is intended to help the Bidders in submitting offer which are complete. An incomplete offer is liable to be rejected.
- (B) Bidders also are advised to go through the Bid documents and the list carefully and required to upload of the checklist, duly marked, along with their offer.
- (C) The Bid submittals shall consist of the following:

1.	Earnest Money Deposit	Submitted / Not Submitted
----	-----------------------	---------------------------

2.	Evidence of 'Bidder's Eligibility and Qualification Criteria (Clause 03 & 04) with CA's certifications.	Submitted / Not Submitted
3.	Copy of PAN card	Submitted / Not Submitted
4.	Copy of GST Registration Certificate.	Submitted / Not Submitted
5.	"Declaration towards Litigation/ Arbitration/ Debarment/ Blacklisting and undertaking as per Annexure - 1 .	Submitted / Not Submitted
6.	Bank Details as per Annexure - 2 along with a cancelled Cheque leaf.	Submitted / Not Submitted
7	Certificate for compliance of restrictions in regard to procurement from bidders from countries sharing land borders with India	Submitted / Not Submitted
8	Form of self-certification and declaration for local content	Submitted / Not Submitted

-

Seal & Signature of the Bidder

Place:

Date:

-

-

ANNEXURE 4 - FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

ANNEXURE 5 - FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

ANNEXURE 6 - CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

ANNEXURE 7 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

ANNEXURE- 4

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
Admin Building, Baiyappanahalli Depot,
Old Madras Road, Near NGEF Bus Stop,
Baiyappanahalli, Bangalore - 560 038.
Karnataka, India.

1. WHEREAS “..... (*Name and Address of the Bidder*)
.....” (Herein after called the “Bidder”) has undertaken for submission of Bid in
pursuance of Contract No. (*Work of*
.....) Bangalore Metro Rail Project to be specified) (hereinafter called “the
Bid”))
2. AND WHEREAS it has been stipulated in the concerned Bid notification issued by
Bangalore metro Rail Corporation Limited (BMRCL) which expression shall unless
repugnant to the context or the meaning thereof, include its successors, administrators,
executors and assignees, herein after called the Employer) to the

Bidder that the Bidder shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee as per the conditions of the Bid, from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule for, the sum specified herein below as Bid security for compliance of the obligation and performance, in accordance with the concerned Bid conditions.

3. AND WHEREAS we..... *(The name and full address of the Bank including Email address)* having registered office at (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the Contractor such a Bank Guarantee, drawn and payable at Bangalore through Bangalore Branch.
4. NOW therefore, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successor, on behalf the Bidder up to a total sum of Indian Rupees of Rs. *(amount of Guarantee to be specified in figure and words)*, and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee..... *(Bank guarantee amount to be specified)* as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified therein.
5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details, Address
Telephone no: & Fax No:
E-mail Address
Branch Manager Name& Mobile No:
Bank Zonal Office Address, Telephone No:, Fax Number,
E-mail Address
6. "This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date".
7. The Bank is liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL). The Bank will pay the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Bidder and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Bidder.
8. BMRCL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the Bidder shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (BMRCL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Bidder and without referring the matter to the Bidder.
9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the c

constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Bidder or change in the constitution of the issuing bank.
11. This guarantee is executed and issued by Shri who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being.....
12. The Banks liability under this Guarantee shall not exceed the amount of INR...
..... (To be specified in words and figures.....
).
13. This guarantee shall be valid for (period to be specified) till.....
..... (Period to be mentioned).
14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:
 - a) Payment by the Bank of the Guaranteed sum in full to the Employer/ BMRCL
or
 - b) Receipt of written communication from the Employer/BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF THE BANK.....

...

ADDRESS.....

Note:

- 1) The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the Bank Guarantee.
- 2) The Bank Guarantee shall be from an Indian Scheduled Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act, 1934 read with second schedule, drawn on and payable & extendable at a designated Branch a Bangalore only.

ANNEXURE- 5

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
Admin Building, Baiyappanahalli Depot,
Old Madras Road, Near NGEF Bus Stop,
Baiyappanahalli, Bangalore - 560 038.
Karnataka, India.

1. WHEREAS “..... (Name and Address of the Contractor) ...
.....” (herein after called the “Contractor”) has undertaken for due performance of Contract, in pursuance of Contract No..... (Description of the Contract work of Bangalore Metro Rail Project to be specified) (H

erein after called “the Contract”)

2. AND WHEREAS it has been stipulated in the concerned Contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the “Employer” which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor that the Contractor shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the Contractor, in accordance with the concerned Contract.
3. AND WHEREAS we..... (The name and full address of the Bank including Email address) having registered office at (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bangalore through our Bangalore Branch.
4. NOW therefore, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the Contractor up to a total sum of (Amount of Guarantee to be specified in figure and words), in the respective currency i.e., INR or/and Foreign currency (indicate currency amount in figures and words) such sum being payable in the respective currencies in which the Contract Price is payable. Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.
5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details, Address

Telephone no: & Fax No:

E-mail Address

Branch Manager Name& Mobile No:

Bank Zonal Office Address, Telephone No:, Fax Number,

E-mail Address
6. “This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date”.
7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee period and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Contractor and without referring the matter to the Contractor.
8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the Contractor may have incurred, to EMPLOYER (BMRCL) and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The

Bank will deliver the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.
10. This Bank Guarantee will not be discharged due to the change in the constitution of the Contractor or change in the constitution of the issuing bank.
11. This Deed of guarantee is signed and executed by Shri who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being
12. The Bank's liability under this Guarantee shall not exceed the amount of INR/ Foreign currency..... *(to be specified in words and figures*)
13. This guarantee shall be valid for *(period to be specified)* till *(period to be mentioned)*.
14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:
 - a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL
 - or
 - b) Issue of written communication by the Employer / BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

Date: SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF THE BANK.....
ADDRESS.....

Note:

- 1) The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.
- 2) The Bank Guarantee shall be from an Indian Scheduled Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act, 1934 read with second schedule, drawn on and payable & extendable at a designated Branch at Bangalore only.

ANNEXURE -5

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CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India (Restrictions in regard to procurement from the bidders from countries sharing land borders with India, BMRCL letter dated 24/02/2021) and in this regard I certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I certify that I am not from such a country; or

(b) I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

.....

.....

Signature and seal of Tenderer

ANNEXURE - 7

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

(Applicable for Tenderer who wants to avail purchase preference)

I/We..... *(jointly and severally)*
declare that I/we have offered this Tender with the local content of% and has given details of the locations(s) at which the local value addition is made to the Form of Tender.

I/We further confirm that I/we *submit a certificate here with* / will submit a certificate within 15 days of submission of Tender**, issued by the *Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing chartered accountant* (in respect of Tenderers other than companies)*, giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer to be considered as 'Local Tenderer' for the purpose of 'Purchase Preference' under this Tender.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice of this Tender for which the Tenderer will be debarred for a period of three (3) years from participating in Tenders of all metro rail companies in India along with such other actions by BMRCL as may be permissible under the law.

Signature of Tenderer

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---