बिड संख्या/Bid Number: GEM/2026/B/7838794
दिनांक /Dated: 31-07-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-09-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Housing & Urban Affairs (mohua)
विभाग का नाम/Department Name	Ministry Of Housing And Urban Affairs
संगठन का नाम/Organisation Name	Delhi Metro Rail Corporation Limited
कार्यालय का नाम/Office Name	Delhi Metro Rail Corporation Limited
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sp.dhasmana.dmrc@nic.in Buyer Email id: con1.dmrc.newdelhi@gembuyer.in
कुल मात्रा/Total Quantity	1448
वस्तु श्रेणी /Item Category	SOLID WHEEL DISC, DIA 860 MM/BOGIE/RS-3/RS-9
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SOLID WHEEL DISC,DIA 860 MM/BOGIE/RS-3/RS-9
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Disc Friction, Manual Operated 66 kV, 800 A Isolators and with Solid Core Insulators (PSPCL), PP Plastic Woven Non - Laminated Bags (for Seed Packaging) (V2), Isolator Switch (Switch Disconnector) Conforming To IS/IEC 60947 (Part 3), Steel Pipes for Water and Sewage (V2) Conforming to IS 3589, Switch Disconnectors and Fuse Combination Units (Switch Fuse Unit) Conforming To IS/IEC 60947 (Part 3), Disconnectors (Isolators) for Working Voltage Up to and Including 1 kV Conforming To IS/IEC 60947 (Part 3), Locking Compression Plates (V2), Steel Rod 30.1mm Diameter (OFB (Defence)), traffic signs - bilinker light
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Automotive wheel cover
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	511 Lakh (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation

बिड विवरण/**Bid Details**	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/**MSE Relaxation for Years of Experience and Turnover**	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /**Startup Relaxation for Years of Experience and Turnover**	No
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	3
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	No
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**	No
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/**EMD Detail**

एडवाईजरी बैंक/Advisory Bank	State Bank of India

ईएमडी राशि/EMD Amount	1700000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	66

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/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.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :
JOINT VENTURE OF GOVT OF INDIA AND GOVT OF NCT OF DELHI.
OFFICE OF CONTROLLER OF STORES DO BUILDING, METRO TRAIN DEPOT, SHASTRI PARK, DELHI – 110053
(Delhi Metro Rail Corporation Limited.)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and

Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. 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 MSE 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.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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

SOLID WHEEL DISC, DIA 860 MM/BOGIE/RS-3/RS-9 (1448 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 60% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्ट दस्तावेज़ /Buyer Specification Document	Download

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Radhesayam	121001,NEAR NEELAM CHOWK AJRONDA METRO STATION, SECTOR-20 B	1448	730

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   1.0 <u>Qualifying requirements for the bidder</u>:

   (a) For the purpose of this bid **only those firms who have in house facility** for **manufacture**

of raw solid forged wheels as per EN 13262 (black wheels) shall be considered as the Original Equipment Manufacturer (even in case of bids where the finished wheels are finally supplied through an Indian subsidiary/authorized Indian partner after carrying out local value addition in India by the Indian subsidiary/authorized Indian partner of OEM), the **OEM for the purpose of this bid shall be the manufacturer at whose works the raw forged wheels as per EN 13262 have been manufactured**. The **OEM shall submit in this regard, the details and certifications of the plant where the raw wheels as per EN 13262 shall be manufactured**.

(b) **Only the OEM's** (as defined in Para (a) above) **can submit their offer against this bid**. The OEM's can submit their bids either directly or through their authorized Indian partner or their Indian subsidiary. **In case OEM submits its bid through their authorized Indian partner/Indian subsidiary than a Bid Specific Authorization from the OEM (clearly mentioning the activities for which authorization has been given by OEM to their authorized Indian partner or their Indian subsidiary) must be invariably submitted with the bid failing which bid shall be summarily rejected**

(c) Only Class-I Local Suppliers and Class-II Local Suppliers (as per provisions of Make in India Order-2017 included in Bid) are eligible to bid against this case.

(d) **<u>Financial Eligibility Criteria for Work Experience</u>**.

In order to qualify for regular/bulk order, the bidder/OEM, who shall be responsible for manufacturing of forged wheels must have following experience during last 5 financial years for supply of "**Similar" Item** (either directly or through reseller(s)) from their manufacturing unit that shall manufacture forged wheels **as per EN 13262 (To be certified by OEM)** to be supplied against this bid:

Must have completed/partially completed[$] (manufactured and supplied) **one supply order** of similar* item of minimum value[#] equal to **INR 5.96 Crores**. **OR** Must have completed/partially completed[$] (manufactured and supplied) **two supply orders** of similar* item each costing of minimum value[#] equal to **INR 3.40 Crores**. **OR** Must have completed/partially completed[$] (manufactured and supplied) **three supply orders** of similar* item each costing of minimum value[#] equal to **INR 2.55 Crores** *** Similar item means any type of forged wheels as per EN 13262 (To be certified by OEM) used in Railways or Metro Rail. Firm has to submit detailed information regarding completed supply order.** # Value of Completed/partially completed Supply/Order shall be updated to the last day of the previous 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 submission date of tender $ Purchaser however at his discretion reserves the right to consider value of successfully and fully completed work up to the last day of the previous month of tender submission for qualification of work experience criteria. Only work experience certificate having stamp of Name and Designation of officer along with the name of client shall be considered for evaluation

Note 1: In case the offer is from a Joint Venture (JV), all members of the Group shall be jointly and severally liable for the performance of whole contract. Further, if a foreign company is i

ncluded in the JV then the combined share of all the Indian Partner(s)/ Contractor(s)/Subsidiary(ies), who shall be registered in India, in the JV must be minimum 74% with maximum share of the foreign company in the JV limited to maximum 26%. Moreover, Indian Contractor/ Indian Subsidiary to be lead member of JV/ Consortium

Note 2: A bidder shall submit only one bid in the particular tendering process, either individually as a bidder or as a partner of a JV. A bidder who submits or participates in, more than one bid will cause all of the proposals in which bidder has participated to be disqualified. No bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV/ Consortium in same bid.

Note 3: DMRC/any other Metro Organization in India (owned by Govt.)/Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, must not have banned business with the bidder (including any 'substantial member(s)' of JV in case of JV) as on the date of tender submission. 'Substantial member(s)' of JV is one who has minimum of 26% participation in the JV.

Note 4: Bidder (any member in case of JV) must not have suffered bankruptcy/ insolvency during the last 5 years.

Note 5: Lead partner of JV must be a substantial partner in the JV/Consortium i.e. he should have a minimum of 26% participation in the JV/Consortium and the JV Agreement shall clearly specify who shall be the lead partner of JV.

Note 6: Bidder, in case of JV, shall clearly & unambiguously define the role, responsibilities & percentage participation for each substantial/non-substantial partner in the JV Agreement and in this regard JV Agreement must be invariably submitted with bid.

Note 7: In case of JV, change in constitution or percentage participation shall not be permitted at any stage after their submission of bid otherwise the bid shall be treated as non-responsive. Further, even after placement of Contract, if any, any abrogation/subsequent reassignment of any responsibility by any substantive/non-substantive partner of JV in favour of other JV partner or any change in constitution of partners of JV (without written approval of DMRC) from the one given in JV agreement at bid stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' and acted accordingly. DMRC in such cases, may in its sole discretion take penal action against any member(s) for failure in bidder's obligation and declare that member(s) of JV ineligible for award of any tender in DMRC or take action to terminate the contract in part or whole, as the situation may demand, and recover the cost/damages as provided in contract.

Note 8: In case of JV, full value of the work, if done by the same JV or the lead partner of JV shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents or percentage participation, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

(e) <u>Eligibility Criteria of Minimum Average Annual Financial Turnover</u>:

The minimum average annual financial turnover of the bidder/OEM during the last three years, ending on 31st March of the previous financial year, should be **Rs 5.11 Cr.** Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

Note 1: In case of Technology Transfer Agreement both parties (Indian Manufacturer and its foreign principal) should meet these criteria individually.

Note 2: In case the offer is from a JV then the averages annual turnover of JV/ Consortium will be based on percentage participation of each member (for e.g. If member-1 in a JV of two partners has percentage participation = M and member-2 has percentage partici pation = N, and the averages annual turnover of member-1 is A and that of member-2 is B, then average annual turnover of JV will be = (AM+BN)/100

(f) As the number of raw forged wheel **as per EN 13262** manufacturers in India at present are extremely limited there is a likelihood that a foreign OEM (raw forged wheel **as per EN 13262** manufacturers) ties up with some Indian partner (or their Indian subsidiary) so as to carry out some of the activities/value addition in India to meet the local content requirements mentioned in the bid (so as to qualify as either a Class-I Local Supplier or a Class-II Local Supplier). In all such cases the following points may be specifically noted:

(i) In regard to the supply of item(s) offered against this bid the OEM shall clearly indicate what are the activities that will be done by the OEM at his works and what are the activities that will be done at the works of their authorized Indian partner or their Indian subsidiary (clearly bringing out the role, inputs and responsibilities of their authorized Indian partner (or their Indian subsidiary) in regard to supplies of the item(s) offered against this bid).

(ii) The OEM shall give a specific certificate that they have checked, verified and validated the facilities/machinery/plant/equipments and quality assurance program of their authorized Indian partner (or their Indian subsidiary) so as to be fully satisfied that their authorized Indian partner (or their Indian subsidiary) has adequate facilities for manufacturing, testing, commissioning and quality assurance system/organization so as to adequately fulfill/perform the role/activities assigned to them by the OEM in regard to supplies against this bid.

(iii) The OEM shall also give an undertaking that he shall provide all the required technical support for manufacturing, supply, testing, commissioning and after sales service upto the end of defect liability period (DLP) for the item(s) supplied against this bid.

(iv) The OEM shall also clearly indicate in the bid, what activities will be done outside India (and where) and what activities will be done in India. **A proper stage wise plan along with Local Content addition in India associated with each stage (and place of its addition) as well as a certificate in regard to the overall local content in the item offered should be submitted by the OEM**. Further, **the OEM (or their authorized Indian partner or their Indian subsidiary) shall also be mandatorily required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content**.

(v) Bidders offering imported products will fall under the category of Non-local suppliers. They can’t claim themselves as Class-I local supplier/Class-II local suppliers by claiming the services such as transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc as local value addition (therefore services such as transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC shall not be considered by the OEM or their Chartered Accountant while submitting the Certificate in regard to the local content in the offered item).

(vi) In all such cases, the authorized Indian partner of OEM/Indian subsidiary of OEM should also have similar experience/past performance for the supply of mechanical item/mechanical systems to either Indian Railways or Metro Rail Organizations in India**. Further,** the **minimum average annual financial turnover of the authorized Indian partner of OEM/Indian subsidiary of OEM during the last three years, ending on 31st March of the previous financial year, should be Rs 2.55 Cr.**

(g) The bidder or the authorized Indian partner of OEM/Indian subsidiary of OEM shall have all necessary registration as applicable under Govt. guidelines like GST, PAN, ESI/PF and other stator Govt. Laws and regulations.

2.0 For purposes of requirements mentioned in Para 1.0 above, the bidders should additionally submit:-

- A performance statement , giving a list of major supplies affected in last 5 years of the items offered by him, giving details of the Purchaser’s name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule along with documentary evidence based on which qualifying criteria is met. Such period shall be reckoned from the date of opening of tender.

- In addition to the above, further information regarding his capacity, capability, if required by the Purchaser, shall be promptly furnished by the bidders and be would offer all facilities to representative of Purchaser for accessing capacity, capability by actual visit to his works/office.

- Bidder not submitting the requisite information may note that his offer is liable to be ignored. In case the bidders do not submit the requisite documents/evidence in regard to qualifying requirements as mentioned above along with their e-offer the tender will be decided on the basis of their past supply performance records/credentials as available with COS Office, DMRC.

- In case the bidder participates as an authorized Indian partner of OEM then the performance as required above shall be that of the OEM/principal which has authorized the Indian partner. It may so happen that the agent has credentials of past supply for a different principal but this will not be considered as performance for placing bulk order in case of change of OEM/principal. Further, in such cases the purchaser also reserves the right to examine the credentials of the authorized Indian partner also.

- The evidence/documents submitted by the bidder for meeting the qualifying requirement, if found false/fake/forged/manipulated at any stage during evaluation of offers and or even during the currency of Contract, the purchaser reserve the right to summarily reject the offer or terminate the Contract at his risk and cost and take action as per applicable law including banning of the business dealing etc.

3.0 **Relaxation of in Eligibility Criteria norms for offers from Micro and Small Enterprises**:
In compliance to Government of India’s instructions to relax the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all public procurements subject to their offer meeting of quality and technical specifications of tender, DMRC has decided that in case of offers from Micro and Small Enterprises, the value/financial limits applicable for Eligibility criteria for work experience for bulk ordering and Eligibility criteria for Average Annual Turnover for bulk ordering (as mentioned in paras/sub paras in Para 1(e) above) shall be 75% of the corresponding values for these criteria as mentioned in Para 1(e) above (subject to their offer meeting of quality and technical specifications).

4.0 Warranty of the material shall be 5 years from the date of acceptance of material by DMRC. Specific warranty certificate shall be provided by the OEM along with the supplies.

5.0 EMD amount is to be submitted only through RTGS/Internet Banking. EMD in the form of BG/DD/Banker's cheque/FDR will not be accepted.

6.0 Firm shall submit the P.B.G (in the attached format and in compliance to provisions under Annexure-A) for an amount equal to 5% of the value of the contract. In case of P.B.G. submitted in the form of Bank Guarantee, firm shall submit the copy of SFMS report (in confirmation code 760) along with the original B.G.

7.0 **<u>Special Conditions to deal with cases of “Manufacture under license/technology collaboration agreements with phased indigenization:</u>**

(A) In case the offer is from an Indian bidder and the offered product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content t hen such bidders are exempted from meeting the stipulated local content as specified in the tender for Class-I Local Supplier and Class-II Local supplier. In case if Local Content applicable on the date of submission of offer is equal to or more than that prescribed for Class-I Local Supplier, offer would also be eligible for Purchase Preference as per Make In India Order 2017.

(B)The Technology Transfer Agreement/Technology collaboration agreement/License Agr eement should essentially cover/include the following:

i)Technology Transfer Agreement/Technology collaboration agreement/License Agreement should be a legally bound, valid agreement, on mutually agreed consideration (to be brought out in agreement) in which the Nature and Scope of the Agreement between the parties are clearly specified. It should be signed by Chairman/Head/MD of the Foreign OEM and Head /MD/CEO of the Indian Company in presence of two witnesses of either parties. The Board Resolution of the either companies authorizing the signatories to this effect should also be submitted for ascertaining the legal Enforceability aspect of the agreement.

ii) An undertaking jointly signed by both the foreign OEM and Indian Manufacturer the product shall be manufactured in India under a license from a foreign OEM, who holds intellectual property rights.

iii) It should invariably have an undertaking from the foreign OEM that the process of manufacturing, testing and commissioning and the corresponding quality assurance program for all the activities of the machinery/equipment/plant which is similar to the one to be supplied against this /present tender from the proposed plant in India (of the Indian Manufacturing partner) have been checked and validated by them.

iv) An undertaking for an assurance from the foreign OEM that they shall provide technical support for manufacturing supply, testing, commissioning and after sale service up to the end of a defect liability period (DLP) for the item supplied against this/present tender.

v) Confidentiality/Intellectual Property Protection Clause including issues relating to patents right, trademarks, local legislations on importation of technology, foreign exchange, if any.

vi) Arbitration or Dispute Settlement clause.

vii)Time Frame/Schedule of Performance against the Contract: Foreign OEM to sign an undertaking concerning technical performance stating that it will be carried out correctly and on time.

viii) Termination of Contract clause: Termination of a technology transfer agreement may be possible due to several reasons not necessarily as a result of a legal dispute alone such as force majeure, change in legislations that deal with key aspects of agreement etc.

ix) Exchange of Currency control and Transfer of Payment clause.

x) The agreement should clearly specify the manner and time frame in which the technology for manufacture will be transferred by Foreign OEM to his Indian counterpart in a predetermined phased manner so that local content progressively increases and ultimately the product gets manufactured in India.

Note 1: There is a possibility that that the Technology Transfer Agreement/Technology collaboration agreement/License Agreement entered into by Foreign OEM and his Indian counterpart may not cover all the above aspects and they may have entered into another major/detailed contract which stipulates the above mentioned working conditions including the financial considerations . Although such major/detailed contract, if any, between the Foreign OEM and his Indian counterpart may not have a direct bearing on the rights and liabilities under the tender/contract with the Purchaser, however, for proper knowledge and evaluation, ensuring the effective and appropriate performance of the contract and understanding the arrangement between the Foreign OEM and his Indian counterpart (and its ramifications for Purchaser), the copy of such contract documents containing information on above aspects (in particular pertaining to Dispute Resolution, Terminations, Time Frame, Intellectual Property Rights/Licensing, Methodology of Transfer of Technology and time frame in which the technology for manufacture will be transferred by Foreign OEM to his Indian counterpart) should also be submitted along with the offer by the bidder (to verify that terms of contract between Purchaser and the Indian Company are in consonance with terms of contract between the Foreign OEM and his Indian Counterpart).

Note 2: In case all the points mentioned above are not covered in the Technology Transfer Agreement/Technology collaboration agreement/License Agreement (except for situation in Note 1 above) the benefit of being considered under this clause shall not be applicable to the bidders seeking to do so.

(C) **In all cases where the contract is placed utilizing the provisions of this Special condition/Clause of Technology Transfer Agreement/Technology collaboration agreement/License Agreement, the Contract shall be placed by DMRC only on the Indian party However, since in such cases the offer of the Indian Counterpart is considered mainly o n the strength/credentials/assurance of Foreign OEM thus if there is a breach of contract in such cases then the Purchaser reserves the right to consider even the Foreign OEM for debarment form future tenders of DMRC.**

(D) In case if the Foreign OEM party in the Technology Transfer Agreement/ Technology collaboration agreement/License Agreement, is from a country sharing the land border with India then this special tender clause of Technology Transfer Agreement/Technology collaboration agreement/ License Agreement shall be applicable only if the Foreign OEM fulfils the requirement of registration/provisions as mentioned in the tender condition pertaining to "Restriction of Bidders from Countries sharing land border with India".

8. <u>Inspection:</u> DMRC or its representative shall at all reasonable times during manufacturing, production, fabrication and construction be entitled to inspect, examine, measure and test the materials and workmanship, and to check the progress of manufacture including but not limited to <u>verifying material composition and production processes of all materials to be supplied under the Contract</u>.

The Contractor shall give DMRC or its representative full opportunity to carry out these activities including but not limited to providing access, facilities, permissions and safety equipment. No such activity/inspection by DMRC shall relieve the Contractor from any obligation or responsibility mentioned in the Contract.

9. <u>Testing:</u> Contractor shall propose and get the Testing plan approved by DMRC indicating the quality check points at which Inspection (as above) is to be undertaken by DMRC and the location of such Inspections. Contractor shall provide all documents, proposed Testing plan for approval before offering DMRC to attend the Inspection.

Contractor shall offer each lot of the materials to be supplied under the Contract for Inspection by DMRC by providing notice of a reasonable period prior to proposed dates of Inspection. Materials to be supplied under the Contract shall be shipped from the point of manufacture/ production only after Inspection has been completed or the requirement waived in writing by the DMRC's Representative.

DMRC shall communicate promptly its intention to attend the Inspection. In case, DMRC does not attend the Inspection, Contractor may proceed with the Inspections unless DMRC instructs otherwise. Contractor shall forward duly certified reports of the tests to DMRC.

All the expense of conducting such Inspections (as above) shall be borne by the Contractor. DMRC shall bear the costs of attendance including travel by DMRC's Representative for the purposes of witnessing the Inspections. If, as a result of Inspection, Material, Design, Workmanship or production processes is found to be defective or otherwise not in accordance with the Contract, the cost of attendance including travel by the DMRC's Representative for the purpose of re-Inspection if required, shall be borne by the Contractor.

10. <u>Liability after Inspection and Testing:</u>

a. The Contractor shall not be released from any liability or obligation under the Contract by reason of any such Inspection or testing or witnessing of testing, or by the submission of reports of

Inspection or testing to DMRC.

b. <u>The Supplier/Contractor shall unconditionally investigate and provide replacement in case of an y forging defects, material issues, or other defects identified during revenue operation.</u>

<u>Following is also hereby pointed out for kind information of bidders:</u>

11. EN 13262 latest standard is to be followed for tendered item.

12. All readable drawings are attached along with bid.

13. All technical details are given for the tendered items, kindly submit bid accordingly.

14. Successful bidder shall supply the material as per the delivery schedule attached in the buyer added bid specific ATC.

15. Successful bidder has to submit the PBG as per the format attached in buyer added bid specific ATC.

16. The DMRC Bank detail for submission of payment of EMD is as under:

DELHI METRO RAIL CORPORATION LIMITED,
Account No: 35281970524
IFSC Code: SBIN0000691
Bank Name: STATE BANK OF INDIA

Address: 11, SANSAD MARG, NEW DELHI

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3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---