

ATC

KMRL/PROC/TENDER/2024-25/031

27.06.2024

Kochi Metro Rail Ltd invites bid for “Cash Management Service contract for cash pick up and deposit” as per details furnished below.

Scope of work: -

Detailed scope of work mentioned in the agreement attached as Schedule 1 in Appendix 5

Eligibility Criteria:-

- Bidder should be a scheduled commercial Bank as per Reserve bank of India norms or an empanelled agencies of any commercial bank.
- The bidder must have a local office in Kochi.

Key Details.

1)	Email id for receiving queries and clarification	queries@kmrl.co.in
2)	Contact Person Details	Name: Tess Joseph Designation and Department: Manager (Finance) Ph: 7356602818
3)	Tender fee	Nil
4)	EMD	Rs.44,000/- Refer clause 32 for details
5)	Last date and time of submission	18-07-2024 @ 4.00hrs
6)	Time and date of opening	18-07-2024 @ 04.30hrs
7)	The documents to be submitted along with bid *PAN card, GST certificate and cheque copies need not be enclosed by bidders who have received Purchase/work order from KMRL unless there are changes in the said credentials.	a) Documents in support of eligibility Criteria b) Duly filled form Appendix 1 c) PAN Card copy* d) GST registration certificate* e) Cancelled cheque copy* f) Letter of Proposal submission as per the format enclosed in Appendix 2 g) Schedule of compliance as per the format enclosed in Appendix 3 h) Statement of Deviation as per the format enclosed in Appendix 4
8)	Address of receipt of Sealed envelope by specifying RFP No on the envelope	General Manager (Procurement) Kochi Metro Rail Limited 4 th Floor, JLN Stadium Metro Station, Kaloor,

		Ernakulam,Kerala-682017
9)	Opening location of Bid	KMRL Corporate office 4 th Floor, JLN Metro Station, Kaloor, Ernakulam,Kerala-682017-
10)	Work completion time	Initially for 3 years . Extendable upto 5 years on mutual terms and conditions
11)	Award criteria	LOA/PO will be awarded to technically qualified least quoted bidder post correction of arithmetic errors if any
12)	Payment Terms:	The payment (after all statutory deductions and retention) for the work done will be released monthly basis against submission of invoice and providing MIS.
13)	Performance Bank guarantee	Rs 60 lakhs submitted if successful bidder an empanelled agencies of any commercial bank. Details in clause 33
14)	<u>Agreement</u>	Agreement to be executed within 10 days from the date of acceptance of the LOA by successful bidder. Mutually agreed format of the agreement duly cleared by the legal department of Kochi Metro Rail Ltd shall be executed. Format of agreement to be submitted along with financial bid for verification.

15) Bid validity: 90 days from the last date of submission

16) Invoice: Invoice should be submitted in duplicate, after completion of work. Invoice should contain bank details, name of the bank, Branch, IFSC code, PAN details, HSN code and KMRL GST No. 32AAECK5274H1ZL and must be addressed to DGM(Procurement), Kochi Metro rail Limited, 4th Floor, JLN Stadium Metro Station, Kaloor, Ernakulam,Kerala-682017

17) No advance payment will be made.

18) While submitting the bid, the bidder will be deemed to have read, understood and accepted all the terms and conditions stated in this document and its addendum/corrigendum if any and no change, what so ever desired, will be entertained by KMRL.

19) **The authorized person shall sign all the documents on all pages.**

20) Taxes and Duties:-

- a) The basic price quoted shall be exclusive of GST but including all other applicable taxes, duties and other charges. GST rate and amount applicable shall be shown separately in the financial bid along with the HSN/SAC code and if exempted, with appropriate exemption notification document.

- b) Transportation, packing, forwarding, installation and other charges if any, shall also be included in the quoted price.
- c) Contract price will be the total price quoted inclusive of all taxes and including GST.
- d) The GST amount shall be calculated as per the percentage quoted in the Financial bid.
- e) In case any bidders make arithmetical errors or quote with a different percentage or omit to quote, the same will be corrected as per the percentage applicable against the quoted HSN/SAC in the financial bid. In case no HSN/SAC is provided the quoted rate shall be deemed as inclusive of applicable GST. If the total corrected value exceeds the total quoted value in the financial bid, then the base price will be adjusted so as to maintain the originally quoted amount inclusive of taxes.
- f) The tax liability as per GST Act rests with the contractor, ambiguity if any regarding the percentage for that particular work or Services Accounting Code (SAC)/HSN etc shall be cleared before offering of rates.
- g) Any liability on account of wrong classification of goods or services for arriving at taxes will be on the bidder.
- h) Lowest offer will be decided based on the overall lowest amount calculated with the basic price along with GST.
- i) Invoice as per GST Act should be furnished prior to every running account/final bills.
- j) The GSTIN of Kochi Metro Rail Ltd is 32AAECK5274H1ZL
- k) GST at actuals shall be paid on the quoted/corrected base value as per GST law in India after submission of appropriate GST invoices with GSTIN of the bidder and GSTIN of Kochi Metro Rail Ltd - 32AAECK5274H1ZL.
- l) Under GST law the contractor shall also comply regarding filing of all the returns to the GST network/government departments within the stipulated time every month or such other period as required by the Government. If the contractor does not comply with any of the GST laws and procedures and if KMRL incurs any liability on this account or does not get the input credit from the GST Network/Government as goods and/or service receiver due to the contractor's failure to comply with the procedures of filing / uploading of data/submissions of documents etc. in time then all such liability including the input credit of the GST lost by KMRL and the penalties and interest incurred by KMRL would be the liability of the contractor and the same shall be recovered either by recovery from security deposits / any other amount payable by the contractor to KMRL or through direct payment. The contractor shall submit the copy of latest filed return - GSTR1 along with the invoice.

21) Quoted price:

- a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Company there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender and forfeiture of bid security
- e) The prices quoted should be firm and not subject to any variation, unless specified in the tender documents. Any deviation in this aspect may make the offer liable to be ignored.
- f) **Bidders are requested to provide price details in financial cover only. PLEASE DO NOT QUOTE/ MENTION RATES/or UPLOAD PRICE BID along with TECHNICAL COVER.**

- 22) The offers received through telex/tele-fax/e-mail will not be accepted by KMRL under any circumstances.
- 23) If the date specified for opening of bid happens to be a holiday for KMRL, it will be opened next working day at the designated time.
- 24) KMRL shall not be responsible for any delay/loss or non-receipt of bid by post/courier service. Late bid (received after date and time of submission of bid) shall not be accepted under any circumstances.
- 25) KMRL reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the KMRL for rejection of his proposal.
- 26) Bid, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and or prescribed conditions are not fulfilled, shall be considered as non-responsive and liable to be rejected.
- 27) No advance payment can be made.
- 28) The warranty of materials from the supplier (if any) shall be extended to the end user.
- 29) All disputes shall be settled in a court of law having jurisdiction at Kochi.

30) Late delivery penalty and liquidated damages

- a) **For work:** If the contractor fails to complete the work within the stipulated time in the Work order and/or contract, the contractor shall pay KMRL in terms of late completion fee of 0.5% of value of the contract value per week of delay subject to maximum 10% of the value of such works. For avoidance of doubt, the L.D will be calculated on pro rata basis for the no. of days of delay. Any delay happened from KMRL will be excluded for the calculation of L.D.
- 31) The Contractor shall full indemnify for all claims damages, expenses and related liabilities.
- 32) **Bid Security / Earnest Money Deposit**
EMD of **Rs. 44,000/-** shall be made in the form of DD (in favour of Kochi Metro Rail Ltd.)/NEFT transfer from any of the Commercial Banks to KMRL bank account /or in the form of Bank guarantee as per Appendix 8. Proof of the same shall be submitted along with

bid in GeM portal. Original DD/Bank guarantee shall be submitted one hour before opening date at GM (procurement), Corporate Office, Kochi Metro Rail Ltd, 4th floor, JLN stadium metro station, Kaloor, Kochi-682017.

Banking Details are given below:

- Account Name: Kochi Metro Rail Limited
- Bank: Canara Bank
- A/c No. 0803201002929
- Branch: Ernakulam Broadway Branch
- IFSC: CNRB0000803

- Bidders registered as Micro or Small category under Udyam registration portal shall be exempted from submission of the EMD. However, they shall provide bid securing declaration (as per Appendix 7) along with valid exemption certificate for claiming EMD exemption.

- The Bid Security shall be valid for forty-five (45) days beyond Bid validity period of the Bid.

- Bids received without EMD/valid exemption certificate shall be treated as non-responsive and will be disqualified from further evaluation.

- The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon issuance of Letter of Award/ Acceptance (LOA/PO/WO) to the successful Bidder.

- The Bid Security of the successful Bidder shall be returned once the successful Bidder has furnished the Performance Security.

- The Bid Security may be forfeited:
 - a) If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Tender or any extension thereto by the Bidder
 - b) If the successful Bidder fails to:
 - i. Sign the Contract in accordance/Acceptance of LoA/PO/WO or
 - ii. Furnish a Performance Security
 - iii. Accept the arithmetic corrections in the Bid
 - c) If there is found to be any misrepresentation of facts in the submitted Bid

33) Performance Security:-To be submitted if successful bidder an empanelled agencies of any commercial bank.

- a) The successful bidder shall furnish performance security deposit or Performance Bank Guarantee for Rs.60 lakhs within 14 days of issuance of LoA/Work Order.
- b) In case the bidder is furnishing security deposit, the same shall be furnished as DD (in

favour of Kochi Metro Rail Ltd, Ernakulam) or NEFT transfer. If payment made through NEFT proof of the same should be submitted.

- c) In case if Performance Bank Guarantee (PBG) is submitting, it must be as per Appendix 6 valid from a Nationalized Indian Bank/Scheduled bank, payable at a designated bank branch located in Kochi. The expenses to be incurred for the making Performance Bank Guarantee (PBG) shall be borne by the Contractor.
- d) Performance Security shall be released within 60 days post completion of Contract period and after all obligations if any based on the written request from the successful bidder
- e) The Purchaser shall be entitled on his part to forfeit the amount of the Performance Bank Guarantee/Security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contract in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser shall also be entitled to deduct from the amount of the Performance Bank Guarantee/Security deposit any loss or damage which the Purchaser may suffer.
- f) KMRL at its sole discretion may request the supplier to extend the Performance bank guarantee on the extension of delivery date equal for a period of extended time of contract. Failing to extend Performance bank guarantee, KMRL shall be entitled to forfeit the performance bank guarantee.
- g) PBG will not bear any interest.

General Manager (Procurement)

APPENDIX 1

COMPANY PROFILE

No.	DETAILS	
1	Title Company/Firm/Individual/HUF/Partnership /others (others please specify) (Attach certificates wherever necessary)	
2	Name of Bidder (with city and postal code)	
3	Address with telephone, e-mail, fax number & the name(s) of the contact person(s) (If address to place order is different from registration address, please mention both)	
4	GST ID* State of registration	
5	PAN DETAILS*	
6	BANK DETAILS Name of Bank Name of Branch IFSC Code Account Number Address of Bank	

*PAN card,GST certificate and cheque copies need not be enclosed by bidders who have received Purchase/work order from KMRL unless there are changes in the said credentials.

Authorized signatory

Name:

Designation

Signature & stamp

APPENDIX 2
LETTER OF PROPOSAL SUBMISSION

Bid "Cash Management Service contract for cash pick up and deposit"

To,

General Manager(Procurement)

Kochi Metro Rail Ltd.

Reference: Tender for RFP Cash Management Service contract for cash pick up and deposit

Dear Sir,

We hereby submit our Bid for Cash Management Service contract for cash pick up and deposit

DECLARATION: I/We hereby confirm having read and understood the Tender RFP and the requirements of work/supply under this tender. The information furnished by us is true to the best of our knowledge and belief and nothing has been concealed there from. I/We Agree to abide by all the terms and conditions of the RFP document, in case the job is awarded to me/us.

Place :

Date :

Name & Designation of Authorized Person

Signature :

Stamp

Appendix - 3

SCHEDULE OF COMPLIANCE WITH SCOPE OF WORK

Sl.No	RFP Clause	Unit	Quantity	Complied YES/NO	Remarks

NB: Leaving this appendix blank will be treated as Compliance with scope of work and technical specifications

Place :

Date :

Name & Designation of Authorized Person

Signature:

Stamp

Appendix - 4

STATEMENT OF DEVIATION FROM RFP TERMS AND CONDITIONS

RFP Clause No	DEVIATION IF ANY	REMARKS

NB: Leaving this appendix blank will be treated as no deviation.

Place :

Date :

Name & Designation of Authorized Person

Signature :

Stamp

Appendix - 5
Agreement Format

SCHEDULE I

SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER AND QUALITY
AND SCHEDULE SPECIFICATIONS

(For cash pick up agreement)

Schedule I

Quality Specifications and Time Schedule

Process Flow

1. The KMRL will provide to the Service Provider a list of stations requiring pick-up services every day. KMRL will also provide the details of the address, telephone number and authorized persons for each Station.
2. The concerned Service Provider will provide to the KMRL copies of Identity Cards issued by them to their employees who will be entrusted the task of carrying out the cash pick-up service. The Service Provider shall provide scratch card booklet to each stations for the month. The scratch card booklet will contain a code number for each day of the month. The pick-up agency's personnel will carry the corresponding scratch card for the day and scratch it in front of the Company's authorized person.
3. The KMRL shall forward the photocopies of the ID Cards received from the Service Provider to the concerned Station in charge in writing to ensure proper identification of the personnel carrying out the cash pick-up.
4. The Station In charge shall identify the Service Provider personnel after verifying their ID Card and matching it with the photocopies made available to them.
5. The Station-in-charge shall keep the entire cash ready duly bundled in packets of 100 each denomination-wise with slips duly stamped and signed by their cashier(s) with date. Cash pick-up agency's person shall count the cash at stations.

6. On proper identification, the Station-in-Charge shall hand over the cash to the Service Provider. The Service Provider will count the number of packets of each denomination and the loose currency notes, if any.
7. The Service Provider will collect the KMRL's deposit slips duly filled up by the Station-in-Charge in triplicate with details of denomination and deliver the slip to the KMRL Bank along with the relative Cash.
8. In exchange the Service Provider will issue a temporary receipt for the amount picked-up. The temporary receipt will specify the number of packets of each denomination received and the actual amount in loose currency received by the Service Provider. The temporary receipt will be in triplicate. One Copy will be handed to the Station-in-Charge; the second copy to the KMRL Authorized officer along with the Invoice and the third will be retained by the Service Provider for their record.
9. The Station-In-Charge shall stamp and sign the deposit slip and handover one copy to the Service Provider for their record. The Deposit Slip issued by the KMRL will automatically replace the temporary receipt given by the Service Provider previously. The Service Provider shall return one copy of the deposit slip duly acknowledged by the bank on the next day.
10. The Station-in-charge shall count the cash received from the Service Provider and check for any discrepancy in the packets in respect of shortage, mismatch, counterfeit, mutilated notes, etc.
11. There should not be any collection on Bank Holidays and beyond KMRL working hours. The pick-up of cash from the Stations will take place once in a day
12. Cash collected by the Service Provider should be deposited in the account on the same day.
13. The representatives of the Service Provider including the guards and drivers must be on the pay roll of the Service Provider. Under no circumstances, the Service Provider should assign the job of cash pick-up and delivery services to a sub-contractor.
14. The service provider shall possess, at all times, a copy of the Licence from the appropriate authority, to carry on the business. The said licence shall also be placed in the cash van, being used to carry the cash from one place to another.
15. The gunman accompanying the cash must be notified, along with his Gun No. and Licence No., with the local police station. Gunmen should be in possession of valid and existing gun license. It is mandatory that the license must be issued by the

Government / Statutory authority of the state in which the Gunmen is employed. Further the license should be renewed well in advance before the expiry period. The service provider should notify the Gun number (model/ make), license no. of the Gunmen to the Local Police station. A copy of such notification should be furnished to the KMRL prior to commencement of the services.

16. Coins and/or change will be supplied to every station on daily basis excluding Sundays and Bank Holidays. [L]
[SEP]
17. The Coins and/or change will be in the denomination of Re1, Rs.2, Rs. 5, Rs. 10, Rs. 20 and Rs. 50, Rs.100, Rs.200, Rs.500 and the daily requirement will range from Rs. 2 lakhs to Rs. 3 lakhs with distribution schedule and denomination to be given by KMRL. [L]
[SEP]
18. The amount and quantity of coins required for each station will be informed after awarding the contract. [L]
[SEP]
19. The contract covers 21 stations where cash has to be collected in phase 1 of operation. However KMRL at its sole discretion extend the agreement for additional stations to be operational from time to time

Cash Vans

Under no circumstances should an ordinary vehicle be used for transportation of cash.

Transportation of cash in public conveyances such as trains, buses, autos, metered taxis etc. shall not be done. It is, therefore, necessary that cash is transported in proper cash vans and under adequate armed escort. The minimum specifications of the cash van should be as under:

- i) It should have three compartments, separated by thick wire meshing. The front compartment would be meant for the driver and the cashier(s), the middle exclusively for keeping the locked cash box and the rear for armed guard(s) accompanying the cash. Cash compartment doors should be locked and the keys should be held by the cashier.
- ii) The cash box should be fastened with a chain and lock to a strong body fitting of the van, which will have to be specially provided on the floor of the middle compartment.
- iii) Strong wire meshing should be provided on all the openings.

Rear portion of the van should be modified/designed in such a way that the armed guard (s) positioned there should be able to operate his/their weapons with ease, if and when the van comes under an attack

Discrepancy in quantity and quality of notes

Cash counting is to be done at the station while collecting the cash and issue a receipt. The Service Provider shall collect the cash from the stations and the counting will be done station-wise and if found any less quantity/ discrepant note/ soiled note at the time of depositing, the same shall be recouped from the Service Provider.

Service Provider shall deposit full amount collected from station and any discrepancy found on account of discrepant notes/soiled note or less quantity then it shall be settled by the Service Provider at their level.

Pooling of Funds

Pooling of funds for the collections effected at all the locations shall be by way of credit to the Operative Current Account Number _____ of the KMRL at _____ Bank _____ Branch (“Designated Operative Account”)

MIS

Daily collection report with details of station-wise collections and Monthly collection report with date and station.

SCHEDULE II

PLACES/OFFICES/BRANCHES WHERE THE SERVICES ARE TO BE PROVIDED

Customer / Outlet Name	Cash pick up address	Pincode
Kochi Metro Rail Limited	Aluva - Metro Station	683101
Kochi Metro Rail Limited	Pulinchodu - Metro Station	683101
Kochi Metro Rail Limited	Companypady - Metro Station	683106
Kochi Metro Rail Limited	Ambattukavu - Metro Station	683106
Kochi Metro Rail Limited	Muttom - Metro Station	683106
Kochi Metro Rail Limited	Kalamassery - Metro Station	683104
Kochi Metro Rail Limited	Cochin University - Metro Station	682022
Kochi Metro Rail Limited	Pathadipalam - Metro Station	682024
Kochi Metro Rail Limited	Edapally - Metro Station	682024
Kochi Metro Rail Limited	Changampuzha Park - Metro Station	682033
Kochi Metro Rail Limited	Palarivatom - Metro Station	682025
Kochi Metro Rail Limited	JLN Stadium - Metro Station	682025
Kochi Metro Rail Limited	Kaloor - Metro Station	682017
Kochi Metro Rail Limited	Lissei - Metro Station	682018
Kochi Metro Rail Limited	MG Road - Metro Station	682016
Kochi Metro Rail Limited	Maharaja's College - Metro Station	682011
Kochi Metro Rail Limited	Ernakulam South - Metro Station	682016
Kochi Metro Rail Limited	Kadavanthra - Metro Station	682020
Kochi Metro Rail Limited	Elamkulam - Metro Station	682020
Kochi Metro Rail Limited	Vyttila - Metro Station	682019
Kochi Metro Rail Limited	Thykkoodam - Metro Station	682019
Kochi Metro Rail Limited	Petta - Metro Station	682304
Kochi Metro Rail Limited	Vadakkekkotta - Metro Station	682301
Kochi Metro Rail Limited	S N Junction - Metro Station	682301
Kochi Metro Rail Limited	Tripunithura - Metro Station	682301

1. The quoted charges are for pickup & delivery of cash after checking the quality and quantity of notes. It includes all costs, expenses and charges related to the Services to be provided by the Service Provider.
2. Delivery of lower denomination currency at stations included in above rate.
3. Loose cash handling charges are also included above.
4. In case addition of more stations into the Koch metro rail network during the tenancy of the contract, the service provider shall extend their service to such additional stations as well, at the same rate as quoted above.

APPENDIX: 6

BANK GUARANTEE

(For performance security)

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the Guarantor) in favor of Kochi Metro Rail Ltd, ----- (hereinafter called the beneficiary).

WHEREAS M/s. _____ (Name of the Contractor) having their address/ registered Office at _____ (Address of the Contractor's registered Office) (hereinafter called the "Contractor") was awarded contract for (supply / Erection / Supply & Erection / Work/others- specify the purpose) of _____ (Name of the material / equipment / work/others-specify) by Kochi Metro Rail Limited, the "Beneficiary" and

WHEREAS a performance guarantees of Rs. -----/- has to be submitted by the Contractor, before undertaking the contract and

WHEREAS the Contractor has requested the Guarantor for issuing a Bank Guarantee for Rs. _____ (Amount as stipulated) valid till _____ (mention here date of validity of this Guarantee which will be ____ days beyond contract period) towards Performance guarantee amount payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby give this Bank Guarantee No. _____ dated _____ and do hereby irrevocably undertake to pay immediately on demand, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Contractor and without the beneficiary having to substantiate its demand, to the beneficiary a sum not exceeding Rs. _____ (amount as stipulated) (Rupees _____) (in words) on behalf of the Contractor. Guarantor agrees that any demand in writing made by the authorized officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, _____ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part there of as the beneficiary may demand from time to time irrespective of the fact whether

the said contractor admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the contractor and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said contract.

We, _____ (Name of the Bank) further agree with the beneficiary that the beneficiary will have the fullest liberty without our consent and without in any manner affecting our obligations hereunder to vary any of the terms and conditions of the contract or to extend the time for performance of the contract by the contractor or to postpone any of the powers exercisable by the beneficiary or to forbear or enforce any of the terms and conditions of the contract and that we shall not be relieved from our liability by reasons of any such variation or extension or forbearance or postponement or omission or by any indulgence by the beneficiary to the contractor or by any such matter whatsoever which under the law relating to sureties would, but for this provision, have resulted in relieving us.

This Bank Guarantee shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Bank Guarantee), unless extended on demand by the beneficiary. The Guarantee shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the Contractor or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded in the contract with or without our knowledge or with or without consent by or between the Contractor and the beneficiary.

NOT WITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. _____ (amount as stipulated) (Rupees _____ (in words). Our Guarantee shall remain in force till _____ (--- days after the date of validity of the contract). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (date should be one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place:

Signature of the Bank's Authorized

Date:

Signatory with Official Seal

APPENDIX 7
BID SECURING DECLARATION

To,

Kochi Metro Rail Limited,
4th Floor, JLN Stadium Metro Station,
Banerjee Road, Kaloor, Ernakulam 682017

Ref: Tender Document No: _____ dated _____

I/We, _____ (hereinafter referred as bidder), declare that:

The bidder understands that, according to terms and conditions of the bid document as referred herein above, bids must be supported by a Bid Securing Declaration.

The bidder understands and accepts that it may be disqualified from bidding in any tender with Kochi Metro Rail Limited for a period of **one year** from the date of notification if, the bidder is in breach of any of the following obligation(s) under the bid conditions,

- a. if the bidder resile or withdraw its proposal/tender after the bid closing date/ last date of submission of tender; OR
- b. if the bidder does not accept the correction of Tender price, during evaluation of Financial Proposal;

The bidder understands and accepts that it may be disqualified from bidding in any tender with Kochi Metro Rail Limited for a period of **two years** from the date of notification if the bidder is in breach of any obligation under the bid conditions,

- a. if, having been notified of the acceptance of its bid/tender by KMRL during the period of tender validity, the bidder
 - i. fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in of RFP and/or
 - ii. fail or refuse to furnish the Security deposit/ Performance Security in accordance with RFP and/or
 - iii. fail or refuse to enter into a Contract within the time limit specified in RFP.
- b. In case of conflict of interest

For the purpose of this Bid Securing Declaration, the period of disqualification shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA or from the date of such other breach, as the case may be.

The bidder understand this Bid Securing Declaration shall cease to be valid if the bidder is not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. thirty days after the expiration of the validity of the bid.

For _____

Signature

Name of authorised signatory

(Office Seal)

Designation

APPENDIX: 8

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be printed on Non-judicial stamp paper of appropriate value)

This Deed of Guarantee made this the --- day of 20XX by ----- (Name of the Bank), having its registered

office at -----, and one of its branches at ----- (Address of the Branch) (hereinafter called the

Guarantor) in favour of Kochi Metro Rail Ltd, ----- (hereinafter called the beneficiary).

WHEREAS M/s. _____ (Name and Address of the Entity participating in the tender)

having their address/ registered Office at

_____ (Address of the Firm's registered Office) (hereinafter called the "Tenderer") wish to participate in the Tender No. _____ for

_____ of (supply / Erection / Supply & Erection / Work/others- specify the purpose) of _____ (Name of the material / equipment / work/others-specify) floated by Kochi Metro Rail Limited (hereinafter called the "Beneficiary") and

WHEREAS an EMD of Rs. -----/- has to be submitted by the Tenderer for participating in the aforesaid Tender and

WHEREAS the tenderer has requested the Guarantor for issuing a Bank Guarantee for Rs.

_____ (Amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be days beyond initial validity of Tender) towards EMD payable to the Beneficiary, and

WHEREAS the Guarantor has agreed to issue such Bank Guarantee to the Beneficiary as hereunder mentioned:

We, _____ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at _____ (Address of Bank's registered Office) hereby give this Bank Guarantee No. _____ dated _____ and do hereby irrevocably undertake to pay immediately on demand, through our designated Branch in Kochi, without requiring any previous notice and without any demur, reservation, recourse, contest or protest and without referring to any other sources including the Tenderer and without the beneficiary having to substantiate its demand, to

the beneficiary a sum not exceeding Rs. _____ (amount of EMD) (Rupees

_____) (in words) on behalf of the Tenderer.

Guarantor agrees that any demand in writing made by the authorised officials of the Beneficiary shall be conclusive as regards the amount due and payable by the Guarantor under this Guarantee.

We, _____ (Name of the Bank) further undertake to pay without demur the aforesaid amount in lump sum on demand or such part thereof as the beneficiary may demand from time to time irrespective of the fact whether the said tenderer admits or denies such claim or questions correctness in any court, Tribunal or Arbitration proceedings or before any authority. The aforesaid guarantee will remain in force and we shall be liable under the same irrespective of any concession or time being granted by the beneficiary to the tenderer and this guarantee will remain in full force irrespective of any change of terms, conditions or stipulation or any variation in the terms of the said tender.

This Bank Guarantee shall be valid and binding on this Bank upto and inclusive of _____

(mention here the date of validity of Bank Guarantee) and shall not be terminated or affected by liquidation or winding up or insolvency or change in constitution of the tenderer or for any other reason. This guarantee shall not be terminated by the guarantor under any circumstances including change in the constitution of the Bank and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or with or without consent by or between the Tenderer and the beneficiary.

NOTWITHSTANDING anything contained hereinbefore, our liability under this Guarantee is restricted to Rs. _____ (amount of EMD) (Rupees _____ (in words)). Our Guarantee shall remain in force till _____ (days after the date of validity of the Bid/tender as stipulated). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____

((date should be at least one year over and above the validity period of BG), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place: **Signature of the Bank's Authorized Signatory with Official Seal**

Date: