



Book – 1 of 1

## TENDER DOCUMENTS

For

Tender For "Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2. Uniform:  
Accessories for Ahmedabad Metro Rail Phase-1

TENDER NOTIFICATION NO.

GMRC/O&M/Uniform/ /PH-1/2019

DATED: 13-02-2019



### GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED

*Formerly Known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.*

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

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

**TENDER NOTIFICATION NO.**

**GMRC/O &M/Uniform/ /PH-1/2019**

**Tender For "Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2.**

**Uniform: Accessories for Ahmedabad Metro Rail Phase-1**

**TENDER NO.: GMRC/O &M/Uniform/ /PH-1/2019**

**NOTICE INVITING TENDER**

**Gujarat Metrorail Corporation (GMRC) Limited**

(SPV of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

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**Gujarat Metrorail Corporation (GMRC) Limited**  
(SPV of Govt. of Gujarat and Govt. of India)  
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,  
Sector 10/A, Gandhinagar: 382010,  
Gujarat, India

**TENDER NOTIFICATION No: GMRC/O &M/Uniform/ /PH-1/2019**

**13-02-2019**

Sealed Tenders are invited from reputed and experienced Vendors for the work of “**Supply of Uniform & Accessories-2019**” **1. Uniform: Clothes 2. Uniform: Accessories for Ahmedabad Metro Rail Phase-1**”. The Interested Tenderers may purchase the tender documents from GMRC’s office or download the Tender document during office working hours (11 AM to 6 PM) between **18-02-2019 to 05-03-2019 and on 06-03-2019 (11 AM to 12 noon)** on Payment of non-refundable fee of Rs 5,000/- ( Five thousand) only, in the form of Demand Draft/Pay order/Banker’s Cheque drawn in favour of “**Gujarat Metro Rail Corporation (GMRC) Ltd.**” payable at Gandhinagar (Gujarat).

Any alterations in Eligibility Criteria cum Qualification Requirements, and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on GMRC’s official website and individually intimated to the tenderers only, who have purchased the Tender Documents, without any obligation of press notification or other proclamation.

**For further details including NIT, Eligibility Criteria cum Qualification Requirements, etc., please log on to our web site [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)**

**Managing Director**  
**GMRC, Gandhinagar**

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

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,  
Sector 10/A, Gandhinagar: 382010,  
Gujarat, India

**1.1.1 Name of Work:**

**Gujarat Metrorail Corporation (GMRC) Ltd.** invites Open Tenders from **Agencies**, who fulfil qualification criteria as stipulated in Clause 1.1.3 of NIT, for the work, **“Supply of Uniform & Accessories-2019” 1. Uniform: Clothes 2. Uniform: Accessories for Ahmedabad Metro Rail Phase-1”**

**1.1.2 Key details :**

The details of the tenders are as follows:

<b>Tender No.</b>	<b><u>GMRC/O&amp;M/Uniform/ /PH-1/2019</u></b>
Name of Work	<p><b>Supply of Uniform &amp; Accessories-2019" 1. Uniform: Clothes 2. Uniform: Accessories for Ahmedabad Metro Rail Phase-1”</b></p> <p>Full set consist of following items:</p> <p><b>1. Supply of Uniform Clothes:</b></p> <p>a. Blazer (Woolen)-in stitched form – with LOGO- 1 no. b. Shirt in stitched form- with LOGO- 3 No. c. Trouser in stitched form- 2 no. d. Tie- with LOGO-2 no. e. Name Tab</p> <p><b>2. Supply of Uniform accessories:</b></p> <p>a. Shoe-Leather- Formal- 1 pair b. Socks- 3 pair c. Bag pack( Non executives)- 1 d. Executive bag(executives)-1 e. Belt with LOGO-1</p>
Approximate cost of work	<b>INR 80.00 Lacs (Approx.)</b>
Cost of Tender Document	<p>Rs. 5,000 (Twenty Five Thousand) only inclusive of GST (Non-refundable)</p> <p><b>(Demand Draft /Banker’s cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of “Gujarat Metro Rail Corporation (GMRC) Ltd.” payable at Gandhinagar/Ahmedabad)- Included in Packet-1 non-refundable</b></p> <p>The Tender Documents can be downloaded from GMRC Website <a href="http://www.gujaratmetrorail.com">www.gujaratmetrorail.com</a></p>

Tender Guarantee Amount	Amount of Tender Security:- <b>INR 1.60 Lac as Bank-Guarantee. (In case of JV/consortium the Tender Security must be in the name of JV/consortium)</b>
<b>Performance Security</b>	Performance Security will be 10% of the value of the contract/P.O.
Completion Period of work	1.5 months
Date of Issue of Tender Document	On all working days between 18-02-2019 to 05-03-2019 (11AM to 6PM) and on 06-03-2019 (11AM to 12 noon)
Date of Prebid Meeting	25-02-2019, 11.00 AM at <b>Gujarat Metro Rail Corporation (GMRC) Ltd.</b> (A SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, <b>Gujarat, India</b>
Last Date of Submission of Filled-In Tender Document by Tenderer	<b>06-03-2019</b> by 3:00 PM (IST) only
Opening of QCT Package and Tender Guarantee (Financial Package Will Not Be Opened On That Day)	On the day of submission of Filled-In Tender at 3:30 PM (IST)
<b>Submission Packet Details( Hard copy to be submitted)</b>	Packet-A: 1. Envelope-I: Receipt of Tender document/ DD for downloaded tender 2. Envelope-II: Earnest Money Deposit 3. Envelope-III: Letter of Bid Participation 4. Envelope-IV: Letter of Bid Sample 5. Envelope-V Technical Bid &Qualifying Eligibility Criteria Documents
	Packet-B: Financial Bid 1. Price schedule-B1.-Uniform Clothes - Operations 2. Price schedule-B2-Uniform accessories – Operations 3. Price schedule-C1.-Uniform Clothes - Maintenance 4. Price schedule-C2-Uniform accessories – Maintenance
<ul style="list-style-type: none"> <li>Authority for purchase of tender documents, seeking clarifications and submission of completed tender documents</li> </ul>	<b>Senior Deputy General Manager- Civil &amp; Procurement,</b> <b>Gujarat Metro Rail Corporation (GMRC) Ltd.</b> (SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
Bidders barred from bidding for this work	Those who are single or JV under suspension, debarred, black-listed, by GOI, GOG, PSUs, Metro Rail Corporations, GMRC or whose contracts were terminated as on date of submission of bid are ineligible to apply for this supply tender.

Consequent upon the tenderer having deposited the cost of the Tender Documents Rs. 5,000 (Rupees Five Thousand only) for the work of “**Supply of Uniform & Accessories-2019**” **1. Uniform : Clothes**  
**2. Uniform: Accessories for Ahmedabad Metro Rail Phase-1”**, the Tender Documents describing the Qualifying requirements, Scope of Work and the Terms and Conditions of Contract, etc as detailed below shall be issued.

### 1.1.3 QUALIFICATION CRITERIA:

#### 1.1.3.1 Eligible Applicants:

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations, consortia or joint ventures) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.
- ii. (a) Each Bidder shall submit only one tender either by himself or as a partner in a joint venture or as a consortium. If a Tenderer submits, or if any one of the partners in a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid. Submission of more than one tender shall lead to disqualification.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified.
- iv. A firm, who has purchased the tender document in their name, can submit the tender either as an Individual firm or in Joint-Venture/Consortium. However, the no. of partners/members in a joint venture/consortium, tender should be purchased in the name of any of the member or the Joint Venture, itself.
- v.(a) GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer (including any member in case of JV/consortium) as on the date of tender submission. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender.
- v.(b) Also no contract of the tenderer of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, should have been rescinded / terminated by GMRC / any other Metro Organisation (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer or any of JV/Consortium members. The tenderer should submit undertaking to this effect in **Appendix-19** of Form of Tender
- v.(c) Tenderer (including any member in case of JV/consortium) for the works awarded by

GMRC/ any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason during last three years. The tenderer should submit undertaking to this effect in **Appendix -20** of Form of Tender.

- v.(d) If there is any misrepresentation of facts with regards to undertaking submitted vide Appendix-19, or performance in any of the works reported in the Appendix 19A, or undertaking submitted vide Appendix-20, the same will be considered as “fraudulent practice” under Clause 17 of GCC (Section III) and the tenderers will be rejected besides taking further action.
- vi. Tenderer (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in **Appendix-21** of Form of Tender.
- vii. LEAD PARTNER/ NON SUBSTANTIAL PARTNERS/ CHANGE IN JV/CONSORTIUM
  - (a) Lead partner must have a minimum of 51% participation in the JV/Consortium.
  - (b) Partners having less than 49% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
  - (c) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.
  - (d) The tenderer, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the JV agreement/ MOU submitted vide foot note (d) of **Appendix 6** of Form of Tender, providing clearly that any abrogation/subsequent re-assignment of any responsibility by any substantive/ non-substantive partner of JV/Consortium in favour of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Employer) from the one given in JV agreement /MOU at tender stage, will be treated, as ‘breach of contract condition’ and/or ‘concealment of facts’ (as the case may be), vide GCC clause 4.33.1 [a (ii) and (iii)] and acted accordingly.
  - (e) The Employer in such cases, may in its sole discretion take action under clause 17 of GCC (Section III) against any member(s) for failure in tenderer’s obligation and declare that member(s) of JV/Consortium ineligible for award of any tender in GMRC or take action to terminate the contract in part or whole under terms of the tender as the situation may demand and recover the cost/damages as provided in contract.

**1.1.3.2 Minimum Eligibility Criteria:**

**A. Work Experience:** The Tenderers will be qualified only if they have successfully completed work(s) during last ten years ending **31.01.2019** as given below:

(i) At least one work of similar nature of **Rs. 0.64 Crore** or more.

OR

(ii) Two work of similar nature of **Rs. 0.40 Crore** or more.

OR

(iii) Three work of similar nature of **Rs. 0.32 Crore** or more.

**Notes:**

1. The tenderer shall submit details of works executed by them in the Performa prescribed in **Appendix-17 of FOT** for the works to be considered for qualification of work experience criteria. Documentary proof such as completion certificates from client clearly indicating the nature/scope of work, actual completion cost and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
2. Value of successfully completed portion of any ongoing work up to **31.01.2019** will also be considered for qualification of work experience criteria.
3. For completed works, value of work done shall be updated to **31.12.2018** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.
4. In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
5. Similar works is the works related to Supply of Uniform Clothes in stitched form and Uniform Accessories

**Additional Requirements:**

**B. Financial Standing:** The Tenderers will be qualified only if they have minimum financial capabilities as below:

(i) **T4 - Annual Turnover:** The average annual turnover from similar works of last five financial years should be **≥ INR 0.25 crores**.



The average annual turnover of JV will be based on percentage participation of each member.

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be

$$= \frac{AM+BN}{100}$$

**Notes :**

- Financial data for latest last five audited financial years has to be submitted by the tenderer in **Appendix-18 of FOT** along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.
- Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

**Notes:**

- Financial data for latest last five financial years has to be submitted by the tenderer in **Appendix-15 of FOT** along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant with his stamp and signature in original.

1.1.3.3 The tender submission of tenderers, who do not qualify the minimum eligibility criteria stipulated in the clauses 1.1.3.2 above, shall not be considered for further evaluation and therefore rejected. The mere fact that the tenderer is qualified as mentioned in sub clause 1.1.3.2 shall not imply that his bid shall automatically be accepted.

In case of mismatch in financial data in the submitted documents i.e in Chartered Accountant certified documents and data in audited balance sheet, the data from the audited balance sheets shall prevail.

**1.1.4 The Tender documents consist of:**

Notice Inviting Tender (NIT)

Section I: General Guidelines

Section II: Procedure for Tender Submission & Evaluation

Section III: General Terms & Conditions

Section IV: Special Conditions of Contract

Section V: Scope of Work

Section VI: Form of Tender

Annexure A: Technical Specifications and Compliance Sheet

Annexure B: Price Schedule

Annexure C: Performance Statement (for a period of last 3 years)

Annexure D: Vendor Information Form

Annexure E: Formats for Tender Security and Performance Guarantee

Annexure F: Check List

The Tenderers may obtain further information/ clarification, if any, in respect of these tender documents from the office of **Sr. DGM/Civil & Procurement, Gujarat Metrorail Corporation (GMRC) Ltd.**(SPV of Govt. of Gujarat and Govt. of India) ,Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar:-382010, Gujarat, India.

1.1.5 All tenderers are hereby cautioned that tenders containing any material deviation or reservations and/or minor deviation without quoting the cost of withdrawal shall be considered as non-responsive and is liable to be rejected.

1.1.6 Submission of Tenders shall be closed on the date & time of submission prescribed in NIT after which no tender shall be accepted.

It shall be the responsibility of the bidder / tenderer to ensure that his tender is submitted before the deadline of submission. GMRC will not be responsible for non-receipt of tender documents due to any delay and/or loss etc.

1.1.7 Tenders shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the date of submission of Tenders and shall be accompanied with a tender security of the requisite amount as per clause C2.2 of Section II.

1.1.8 GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.

You may please log on to our web site < [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com) >. **Our Contract person for this tender is Sr.DGM-Civil & Procurement with mail-ID [snehal.shah@gujaratmetrorail.com](mailto:snehal.shah@gujaratmetrorail.com), Telephone +91 79 23248572, Extension 527.**

**Managing Director,  
GMRC, Gandhinagar**

**Section-1**  
**General Guidelines**

1	The Tender is for Supply of uniforms & accessories for GMRC employees for the year-2019.
2	Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract) , Addendum (if any), Reply to Query (if any) and of there submissions, along with submission of the tender, should be numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Any un signed and un stamped document will not be considered for evaluation. Signature is required to be done by the bidder himself / authorized signatory of the bidder for which an authorised letter on company letter head shall been closed. All Tender and supporting documents to be serially numbered and binded neatly before submission. Do not keep any lose papers
3	Each Bidder shall submit only one tender either by him self or as a partner in a joint venture or as a consortium. If a Tenderer submits, or if an one of the partner sin a joint venture, or any one of the members of the consortium participates in more than one tender then all such tenders in which the bidder has participated will be considered invalid. Submission of more than one tender shall lead to disqualification
4	Bidders should provide all the required Techno-Commercial & associated information and attach supporting documents as mentioned in the tender document duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked
5	For any queries from the bidder, the same may be clarified in the pre-bid meeting. No extension of any deadline: will be granted, if GMRC does not respond to any query or does not provide any clarification. <b>All queries related t o this tender should be written and submitted a day prior to the pre-bid meeting.</b>
6	Bidders may clearly note the date and time of submission of Tender. Late or delayed Tenders will not be accepted. Bidders are reminded that no supplementary material will be entertained by GMRC and Techno-Commercial Evaluation will be carried out only on the basis of submissions received by GMRC as per the date / time of the tender submission schedule. However GMRC may ask for any supplementary information, if required.
7	Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / Financial capabilities. Bidders will not be considered for further tender process, if they have a poor performance record such as abandoning works, not following statutory requirements, Financial failure etc. GMRC reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
8	Separate "Techno-Commercial" and "Financial" bids are required to be submitted as per the Tender conditions
9	Bidders should note that GMRC will not discuss any aspect of the evaluation process. Bidders deem to have understood and agreed that no explanation or justification of any aspect of selection process will be given by GMRC and that GMRC's decisions are without any right/ appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at discretion of GMRC

10	Bidders will not be considered in the tender process, if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also GMRC may annul the award, forfeit EMD (if any held with GMRC) and Performance Security (if any available). Further, the bidder may be blacklisted for participation in any future tender(s) of GMRC.
11	The financial bid of the technically qualified bidders, only will be opened and the firm dates of opening of financial bids will be intimated only to the technically qualified bidders separately
12	Bidders are requested to remain in touch with GMRC <b>Website</b> <a href="http://www.gujaratmetrorail.com">www.gujaratmetrorail.com</a> for any kind of latest Information, Addendum, etc. regarding the tender.
13	If the tenderers want to mention any specific condition, it should be clearly mentioned on the covering/ forwarding letter only, and which shall be placed on the first page of the technical bid. Any special conditions mentioned in any other document will not be given any consideration.
14	In the event of the contract or backing out/violation of the contract in the midway without any explicit consent of GMRC, the contract or will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by GMRC on procurement of said item by alternative means.
15	It shall be the responsibility of the tenderer to ensure that his tender reaches the designated officer before the deadline of submission. Any tender brought by any person / courier or any tender received through post after the scheduled deadline by the designated officer will not be considered. Bidders are advised to send their sealed bid preferably by courier/post or in person at the address stipulated in NIT.
16	If due to any exigency, the due date for opening of tender is declared closed holiday, in such case the tenders will be opened on next working day at the same time or any other day/time as intimated by the GMRC.

## Section- II

### PROCEDURE FOR TENDER SUBMISSION & EVALUATION

#### 2.1. PURCHASE OF TENDER DOCUMENT:

- a. The cost of tender document will be as mentioned in the key details of Notice inviting tender Clause 1.1.2.
- b. Mode of payment:- The payment for the cost of bid document can be made through a crossed demand draft/pay order issued by a Scheduled Commercial Bank based in India, payable to " Gujarat Metrorail Corporation (GMRC) Limited" at Ahmedabad / Gandhinagar.
- c. Schedule for tender document sale:-The sale timings of the bid document will be on all working days between 18-02-2019 to 05-03-2019 (11 AM to 6 PM) and on 06-03-2019 (11 AM to 12 noon) as per schedule stipulated vide NIT. You are requested to purchase the tender document at the following address:-

**Gujarat Metrorail Corporation (GMRC) Limited**  
(SPV of Govt. of Gujarat and Govt. of India)  
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,  
Sector 10/A, Gandhinagar: 382010,  
Gujarat, India

OR

GMRC website :- [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com)

#### 2.2. BID SECURITY (EMD - EARNEST MONEY DEPOSIT):

- i. The EMD shall be made payable without any condition to the GMRC. A Bank Guarantee/ Demand draft or banker's cheque in favour of "Gujarat Metrorail Corporation (GMRC) Limited" issued by a scheduled Commercial Bank based in India payable at Ahmedabad/ Gandhinagar should be submitted along with the bid as bid security, for the amount of INR 1.60 Lac. (Indian Rupees One Lakh Sixty Thousand only). Any bid document submitted without the EMD in the approved form will be summarily rejected. No interest is payable for the EMD amount.
- ii. All tenderers (including those who possess NSIC, SSIC, etc. certificate holders) are exempted from Tender fees and EMD.
- iii. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity & latest on or before the 30<sup>th</sup> day after the award of the contract.
- iv. The successful bidder's bid security will be returned after signing of contract by bidder & receipt of Performance Bank guarantee.
- v. EMD shall stand forfeited, if bidders:-
  - a. Revokes or cancel their tender after submission or vary any terms thereof without the consent of the GMRC.
  - b. Changes/varies any terms and conditions mentioned in P.O thereof without the consent of the GMRC.
- vi. The format of form of Bank Guarantee for Tender Security is attached at Annexure-E1.

#### 2.3 SUBMISSION OF OFFERS

- i. This is a two bid packet open tender (packet- A & B). Tenderers have to submit their offer in two different packets. Following are the details for the two covers.

S.N	Particular	Description
1.	Packet-A	<p><b><u>Envelope-I</u></b></p> <p>This envelope shall consist of following:- Payment (in the form of crossed DD) for the cost of the tender document, when downloaded from the GMRC official website. Or Receipt of the payment paid during the purchase of the hard copy of tender document.</p>
		<p><b><u>Envelope-II</u></b></p> <p>Earnest Money Deposit: EMD as mentioned in the tender document at clause 2.2</p>
		<p><b><u>Envelope-III</u></b></p> <p><b><u>Letter of Bid Participation:</u></b> The bidder shall clearly specify the items for which he/she is participating in the tender and quote the respective rates. The bidder shall clearly mention YES/NO against each item for which they are quoting the rates as per the <b><u>checklists (A&amp;B)</u></b> attached vide <b><u>Annexure-F</u></b>.</p>
		<p><b><u>Envelope-IV</u></b></p> <p><b><u>Letter of Bid Sample:</u></b></p> <p>a. The bidder shall submit the samples of fabric of uniform clothes and all other uniform accessories with their detailed product brochures for which he/she is participating as mentioned in checklist submitted in Envelope-III. These samples will be evaluated by the GMRC uniform Committee.</p> <p>b. Bidders shall submit the samples in a box labelled as "SAMPLE BOX".</p> <p>c. Bidders who fail to submit the samples will be summarily rejected.</p>
		<p><b><u>Envelope-V</u></b></p> <p>a. This envelope shall consist of the technical compliance sheet as specified vide <b><u>Annexure- A1 – Technical Specifications for Operations Staff, and Annexure – A2 - Technical Specifications for Maintenance Staff,</u></b> and relevant documents as per the qualifying eligibility criteria specified in section –V</p> <p>b. <b><u>The technical bid received without qualifying eligibility criteria document, will not be considered for further evaluation and will be summarily rejected.</u></b></p>
2	Packet-B	<p><b><u>Envelope-I</u></b></p> <p>a. This envelope shall consist of financial bid in the format as given vide <b><u>"Annexure – B1" for Uniform clothes for Operations Staff, Annexure-B2" for Uniform accessories for Operations Staff, Annexure – C1 - Uniform clothes for Maintenance Staff, Annexure- C2" Uniform accessories for Maintenance Staff</u></b></p> <p>b. In case, if tenderer's bid disqualifies technically, bidders' unopened financial proposal will be returned in sealed condition.</p>

- ii. The bidder shall seal all the envelopes in packets A & B. Outer cover containing both the two packets shall be super-scribed as **TENDER FOR "SUPPLY OF UNIFORM &**

**ACCESSORIES - 2019",** bear the tender number & last date of submission on top left corner *and* to the GMRC at the address given in the Invitation of Tender.

- iii. Unsealed bids will be summarily rejected. Offers (packets/envelopes) shall be sealed as per the instructions mentioned above.

#### 2.4. **TENDER VALIDITY:-**

The tender shall remain valid and open for acceptance for a period of **180 days** from the date of financial bid opening. In exceptional circumstances, prior to the expiry of the tender validity period, GMRC may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing. Bidders have the option to accept or reject the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly as per the prevailing rates and conditions of the purchase order.

#### 2.5. **TENDER OPENING & EVALUATION PROCESS:-**

The received tenders will be processed by Tender Evaluation Committee constituted by GMRC:-	
<b>Opening of Packet-A</b>	
a	On opening of the main Tender cover, it will be checked whether it contains the Packet-A (Envelope I to V) & Packet - B, <ul style="list-style-type: none"> <li>a. The Envelope - I &amp; II of Packet -A i.e., payment/ receipt of tender document purchase and EMD will be checked for compliance. In case, if the requirement is not met the further process of evaluation will not be taken up for such tenderer.</li> <li>b. Envelope-III, IV &amp; V will be opened only when the EMD &amp; payment/receipt of tender document purchase is submitted by the bidder as mentioned above and found in order.</li> </ul>
b	Then Envelope -III: Letter of bid participation, Envelope-IV: Letter of sample and Envelope-V: Technical Compliance sheet will be opened in the presence of bidders or their representatives who choose to attend on the date and time as mentioned in tender document. It will be checked by the Committee, if the required documents have been submitted. If the submitted documents do not meet the tender requirements, then the Commercial Bid of the said bidder may not be considered for further processing.
c	GMRC shall read out and prepare a record of the tender opening that shall include as a minimum: Bidders names, designation, authority letter, any such other details as the GMRC may consider appropriate, will be announced by the GMRC at the opening.
d	GMRC Uniform Committee will examine the submitted samples, technical compliance sheets and qualifying criteria documents for technical suitability of the offers.
e	The determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidences. A Bid shall be considered responsive only if: <ul style="list-style-type: none"> <li>a. It is received as per formats (Packet-A)&amp; (Packet-B),</li> <li>b. It is received by the Bid Due Date including an extension thereof,</li> <li>c. It is signed in all pages and, sealed,</li> <li>d. It is accompanied by the Annual turnover, Experience certificate and samples specified in tender document.</li> <li>e. It contains all the <u>information, Annexure and documents (complete in all respects)</u> as requested in this Tender document and/or Bidding Documents(in the formats same as those specified);</li> <li>f. It contains a copy of the receipt for payment towards the cost of this Document . It is accompanied by requisite Tender cost and EMD amount in the form of Bank Demand Draft drawn on any Public Sector Bank / by Bank Guarantee from any Public Sector Bank.</li> <li>g. It should not be a conditional Bid &amp; qualifying criteria documents.</li> </ul>

	h. GMRC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained.
f.	Such bids which clear the "Test of responsiveness" at Para mentioned above, will be called "responsive bids" and only "responsive bids" shall be considered for evaluation. Evaluation of Bids shall be done by GMRC through a committee comprising of members as per the eligibility criteria stipulated in section- V in the tender document. No Bidder shall have the right to challenge the decision of the Committee.
g	While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, GMRC and/ or their employees/ representatives on matters related to the Bids under consideration. However, when GMRC calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.
h	To facilitate evaluation of Bids, GMRC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
i	The sealed Financial Bid will be kept in the safe custody of GMRC and will be opened on a later date after evaluation of Techno-Commercial bids. Financial Bid of all Techno- Commercially qualified bidders who qualify the Techno-Commercial Evaluation will be opened on the date and time intimated to all such eligible bidders separately.
j	<b><u>Financial bid will be opened only of those bidders, who will be qualified in the technical evaluation.</u></b>
<b>Opening &amp; evaluation of Packet-B</b>	
k	GMRC shall read out and prepare a record of the Financial Bid opening that shall include, as a minimum: the name of the Bidders representative organization name, Tender Price. The Bidder's representatives who are present shall be requested to sign the record.
l	The GMRC will examine the Tenders for their completeness in every aspect as mentioned in the tender document.
m	The prices should be quoted in Indian Rupees with delivery of item at GMRC failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account
n	If any variation arises between the Unit Rate and the corresponding quoted Total Cost, then the Unit Rate will prevail for calculation of the Total Cost
o	In case of any discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
p	Price should be quoted as per price schedule attached at <b>Annexure –B1, B2, C1 &amp; C2</b>
q	<p><b><u>Evaluation of Financial Bid.</u></b></p> <p><b><u>1. Price Schedule- A1 Uniform clothes for Operations Staff:-</u></b></p> <p>a. The evaluation will be done based on L1 price of total amount including taxes and other charges.</p> <p>b. The bidders has to quote all the items (sr. no. 01 to 07) of price schedule – A for consideration of L1 bidder. In case if he/she fails to quote for any of the items (from sr. no. 01 to 07), his/her bid will not be evaluated further.</p> <p><b><u>2. Price schedule- B1- Uniform accessories for Operations Staff:-</u></b></p> <p>The evaluation will be done based on item wise L1 individual prices quoted by the bidder for respective items.</p> <p><b><u>3. Price Schedule- A2 Uniform clothes for Maintenance Staff:-</u></b></p> <p>a. The evaluation will be done based on L1 price of total amount including taxes and other charges.</p> <p>b. The bidders has to quote all the items (sr. no. 01 to 07) of price schedule – A for consideration of L1 bidder. In case if he/she fails to quote for any of the items (from sr. no. 01 to 07), his/her bid will not be evaluated further.</p> <p><b><u>4. Price schedule- B2- Uniform accessories for Maintenance Staff:-</u></b></p>



	The evaluation will be done based on item wise L1 individual prices quoted by the bidder for respective items.
r.	GMRC reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to GMRC to alter the conditions of the tender schedule in appropriate cases in the interest of GMRC. No representations will be entertained in the matter of selection of the L1.

## 2.6. **OTHER TENDER CONDITIONS:-**

a	GMRC reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
b	All tenders, documents and other information submitted by the bidders to GMRC shall become the property of GMRC. Bidders shall treat all information furnished as strictly confidential. GMRC will not return any submission.
c.	The tender is not transferable under any circumstances.
d.	Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
e.	Tender in any form other than the prescribed format issued by GMRC will not be entertained and will be summarily rejected.
f.	Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case, GMRC may forfeit the Earnest Money Deposit submitted with the tender.
g.	GMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc
h.	Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
i.	The quantity of items to be supplied mentioned in this document is only indicative and may be reduced or enhanced of the quoted quantity (on each category) based on the requirement of GMRC during the bid validity period.

## 2.7 **AWARD OF TENDER: -**

a	GMRC in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: <ul style="list-style-type: none"> <li>i. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.</li> <li>ii. Consult with any Bidder in order to receive clarification or further information.</li> <li>iii. Retain any information and / or evidence submitted to GMRC by, on behalf of, and / or in relation to any Bidder; and / or</li> <li>iv. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.</li> </ul>
b	GMRC will award the contract to bidder whose tender has been determined to be substantially responsive, Techno-Commercially and financially suitable, complete and in accordance with the tender document.
c	Responsive bid is one that conforms to all the terms, conditions, and Specifications of the tender Documents without material deviations, exceptions, objections, conditionality or reservation, <b><u>Non responsive bids are: -</u></b> GMRC may reject the tender that is considered to be substantially non responsive to the requirements, such indicative list is as follows and the same is not an exhaustive list: <ul style="list-style-type: none"> <li>i) Incorrect or shortage or fraudulent EMD/tender security.</li> <li>ii) Fraudulent qualification relating to proposal.</li> <li>iii) Fraudulent or incomplete credentials.</li> </ul>

	<ul style="list-style-type: none"> <li>iv) Incomplete technical proposal.</li> <li>v) Major inadequacy in technical offer.</li> <li>vi) Non submission of samples and documents as stipulated in qualifying criteria in <b><u>"section-V"</u></b></li> </ul>
d	GMRC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by GMRC in writing, the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
e	In case, two or more Techno-Commercially qualified bidders quote the same amounts in the Financial Bid/Commercial Bid which is the Lowest (L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
f	After selection, a purchase order (P.O) shall be issued by GMRC to the Selected Bidder and the Selected Bidder shall, within seven (07) days of the receipt of the P.O, sign and return the duplicate copy of the P.O in acknowledgement thereof. In the event the duplicate copy of the P.O duly signed by the selected Bidder is not received by the stipulated date, GMRC may, unless it consents to extension of time for submission thereof, will forfeit the Earnest Money Deposit of such Selected Bidder on account of failure of the Selected Bidder to acknowledge the P.O. It is clarified that in case the Selected Bidder refuses to accept the P.O, it will be debarred from participating in the bidding process for similar future license/contract of GMRC for a period of five (5) years.
g	After acknowledgement of the P.O as aforesaid by the Selected Bidder, The Contractor (Selected L1 Bidder) shall be required to submit a Security Deposit 5% of total purchase order value.

## **2.8 PERFORMANCE SECURITY: -**

a.	<ul style="list-style-type: none"> <li>i. To ensure due performance of the contract, Performance Security is to be given from only scheduled Commercial Bank based in India by the successful bidder awarded to the contract.</li> <li>ii. <b>Performance Security will be 10% of the value of the contract.</b> Performance Security may be furnished in the form of an account payee demand draft payable in Ahmedabad/Gandhinagar from scheduled Commercial Bank based in India, bearing "<b>Gujarat Metro Rail Corporation (GMRC) Limited</b>" name, irrevocable bank guarantee deemed in a prescribed form.</li> <li>iii. <b>Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the bidding documents.</b></li> <li>iv. <b>Performance Security should remain valid for a period of 02 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations.</b> No interest will be paid for the Performance Bank Guarantee during the validity period of B.G.</li> <li>v. The proceeds of the performance security shall be payable to the GMRC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</li> <li>vi. If the successful Bidder fails to furnish a Performance Bank Guarantee, then the Earnest Money Deposit shall be liable to be forfeited by the Purchaser.</li> <li>vii. The format of Performance Bank Guarantee is attached at Annexure – E2</li> </ul>
b.	<i>Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.</i>

**Section-III****General Terms and Conditions**

1	The service provider shall not assign, transfer, pledge or subcontract the supply of uniform and its accessories.
2	GMRC reserves the right to accept / reject any or all Bids without assigning any reason thereof.
3	<p><b>Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Contractor:</b></p> <p>a. In the event of unsatisfactory service, or any failure or default at any time on the part of the Contractor to carry out the terms and provisions of the agreement to the satisfaction of the GMRC (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the GMRC under this Agreement or otherwise, the GMRC reserve the right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Contractor.</p> <p>b. The Contractor agrees to make good all cost and expenses, if any incurred by the GMRC for making the substitute arrangements referred to above.</p>
4	<p><b><u>CONFIDENTIALITY</u></b></p> <p>a. It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.</p> <p>b. In addition to the above, during the Term of this Agreement, the Contractor acknowledges that all information, data, material, etc., shared by GMRC with the Contractor, shall be regarded as part of confidential information by the Contractor.</p>
5	<p><b><u>DELIVERY PERIOD:</u></b></p> <p>viii. <i>The bidder shall take the necessary measurements for all items and submit a sample of the stitched Blazer within 02 weeks from the date of reception of P.O. and it should be supplied completely within 05 weeks from the date of confirmation of sample for blazer by GMRC.</i></p> <p>ix. Except blazers all other material should be supplied within 04 weeks from the date of reception of Purchase order.</p> <p>x. The items should be delivered to the below mentioned address:</p> <p style="text-align: center;"><b><u>CGM (Operations)</u></b>  <b><u>Gujarat Metro Rail Corporation (GMRC) Limited,</u></b>  (SPV of Govt. of Gujarat and Govt. of India)  Apparel Park Depot, Near GIDC Apparel Park,  Khokhra, Ahmedabad, Gujarat, 380026</p>
6	<p><b><u>PAYMENT TERMS:</u></b></p> <p>100% payment would be released through RTGS/NEFT within thirty days on receipt and acceptance of items against the following documents:</p> <p>a. Original invoice duly signed by the authorized signatory.</p> <p>b. Bill for cloth &amp; material procured from manufacturer or authorized dealer</p> <p>c. Item Acceptance Certificate duly signed and sealed from authorized representative of O&amp;M department in GMRC after delivery of all the items in full quantity as mentioned in Purchase Order.</p> <p>d. PAN Card number, Bank Account details, Bank address &amp; RTGS details of the Agency are to be forwarded along with the Invoice.</p> <p>In case if you are registered under MSME Act, 2006, the copy of the registration certificate to be provided.</p>

7	Bidders are required to give unconditional offers. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
8	Tender in any form other than the prescribed format issued by GMRC will not be entertained and will be summarily rejected.
9	Tenders with revised / modified rates / offer, after submission / opening of the tender will be summarily rejected. In such a case GMRC may forfeit the Earnest Money Deposit submitted with the tender.
10	GMRC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
11	Bidders are advised to submit only one tender either by themselves, or as a partner, or as a company. If a Bidder, or if any one of the partners submits more than one tender, all the tenders in which the bidder has participated shall be considered invalid.
12	GMRC may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. GMRC will pay as per the accepted rates
13	<b><u>LANGUAGE:</u></b> The Bid and all related correspondence and documents in relation to the bidding process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
14	<b><u>FORCE MAJEURE</u></b> In the event of any unforeseen event during the currency of the Contract, such as earthquake, war, fires, floods, or acts of God, as a result of which, either party (purchaser/contractor) is prevented, or hindered in performing any of its obligations under the contract, then it shall within a week from the commencement thereof, notify the same in writing to the other party with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
15	<b><u>CONTRACTOR'S OBLIGATION TOWARDS TAX LAWS</u></b> a. The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies to acknowledgements, evidencing filing to returns every year and shall keep GMRC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. b. The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India. In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess/Levy being granted by the Government in respect of the works, benefit of the same shall be passed on to the purchaser.
16	<b><u>RESOLUTION OF DISPUTES &amp; ARBITRATION:</u></b> In the event of any dispute or difference whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by GMRC. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation (Amendment) Act 2015. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold delay or defer its obligations, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

17	<p><b><u>CORRUPT PRACTICES</u></b></p> <p>The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government for showing any favour or for bearing to show disfavour to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of clause 12</p>
18	<p><b><u>LAWS GOVERNING THE CONTRACT:</u></b></p> <p>This contract shall be governed by the Laws of India for the time being in force irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. The court of jurisdiction is Ahmedabad/Gandhinagar. The English language shall be the official language for all purposes.</p>
19	<p><b><u>AMENDMENTS</u></b></p> <p>Any changes or modifications to this contract can only be made by a written amendment mutually signed by both the parties.</p>

**Section-IV****Special Conditions of the Contract**

1.	The special conditions of contract contained herein shall be supplemented to the General Conditions of the contract. In the event of any conflict or inconsistency between them, Special conditions of the contract will supersede the General conditions of the contract.
2.	<p><b><u>SAMPLE SUBMISSION:</u></b></p> <p>a. The bidder shall submit the samples of fabric of uniform clothes and all other uniform accessories with their detailed product brochures for which he/she is participating as mentioned in check-lists submitted in Envelope-III of <b>Packet-A</b>. These samples will be evaluated by the GMRC uniform Committee.</p> <p>b. The agency should submit the sample at free of cost for the quoted items along with the Bid.</p> <p>c. Samples submitted shall be clearly labelled with the Contractors name, seal sign, address, and the tender number.</p>
3.	<p><b><u>WARRANTY &amp; GUARANTEE:</u></b></p> <p>The warranty / Guarantee (<b><u>applicable from the date of Acceptance of the items by GMRC</u></b>) should be given in the form of certificate indicating the warranty period along with the terms &amp; conditions for the Warranty / Guarantee. Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the GMRC premises without costs to the GMRC.</p>
4.	<p><b><u>PACKING AND MARKETING</u></b></p> <p>The contractor should supply the uniform in packages consisting all the items of uniform as mentioned above. The Contractor shall pack at his own cost. The name, employee &amp; size number (list of employee details will be provided by the GMRC) should be mentioned outside the each package along with list of items for easy identification.</p>
5.	<p><b><u>SUPPLY OF ITEMS:</u></b></p> <p>The number of items to be supplied is indicative only and the same may be varied during the period of bid validity period. The number of items may increase or decrease during the bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of GMRC.</p>
6.	<p><b><u>PENALTY:</u></b></p> <p>a. Penalty will be levied to the successful bidder, in case of delay from bidder side.</p> <p>b. Any delay due to administrative reasons of GMRC, the successful bidder will not be penalized and the same has to be supported by the authorized representative of GMRC on valid grounds with documentary evidence for delays.</p> <p>c. In case of the delay on the side of successful bidder, following penalty will be levied: The applicable rate is 1% per week and the maximum deduction is 10% of the Purchase Order Value. As soon as maximum penalty charges reached, GMRC will initiate action for termination of the contract and seizure of Performance Security.</p>

**Section-V****Scope of work**

	<b><u>For Uniform Cloths – SHIRTS &amp; TROUSERS</u></b>
a.	The successful bidder shall supply the stitched Shirt & Trousers in pieces. Each cloth piece should be as per the specified size for each item as mentioned in technical specifications ( <b><u>Annexure-A</u></b> ).
b.	<ol style="list-style-type: none"> <li>1. <b><u>For Uniform Clothes – Blazers, Shirts, Trousers:</u></b> Contractor shall procure cloth, thread &amp; all other materials etc. to complete the Blazer stitching at their own work place only and should deliver stitched blazer ready for use to GMRC employees post confirmation of blazer size form GMRC.</li> <li>2. After receiving purchase order (PO), the successful bidder should supply the sample of stitched blazer for approval by GMRC uniform committee.</li> <li>3. Only after the approval of stitched Blazer, Shirt and Trouser sample, the agency should start the bulk production.</li> <li>4. After work completion, the agency should submit invoice along with the bill from the cloths manufacturer or authorised dealer from where cloth has been procured. The quantity of the clothes procured should also be mentioned in the bill for each cloth.</li> </ol> <p>In case, the agency fails to submit the bill of clothes procured, the payment will not be processed.</p>
c.	<b><u>For Uniform Clothes – Tie:</u></b> The successful bidder shall supply Tie as per Technical Specifications mentioned via <b><u>Annexure-A</u></b> .
d.	<b><u>For Uniform Accessories:</u></b> The successful bidder shall supply all uniform accessories as per Technical Specifications mentioned vide <b><u>Annexure-A</u></b> .

**Note:** Supplier shall be responsible for any defect in stitching, quality of cloth material and accessories etc. as stipulated in tender document, which may result in poor quality. If at any point of time, if it is noted that the material is not of said technical specification, all the uniforms & accessories are liable to be rejected and performance security will be forfeited.

**Section-VI****Form of Tender****FORM OF TENDER - APPENDIX 6****GENERAL INFORMATION ABOUT THE TENDERER**

<b>A. TENDERER INFORMATION SHEET</b>		
<b>Tenderer's Legal Name</b>		
<b>Legal status of the Tenderer</b>	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
<b>In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet (page 2 of 2))</b>	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
<b>Lead member of JV/Consortium</b>		
<b>Tenderer's legal address in India, telephone numbers, fax numbers, email address for communication</b>		
Tenderer's authorized signatory (name, designation, address, contact no.)		
Tenderer's authorized representative (name, designation, address, contact no.)		
<b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/consortium) :</b> <ul style="list-style-type: none"> <li>a) Affidavit in case of Proprietary firm.</li> <li>b) Partnership Deed in case of partnership firm.</li> <li>c) Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li>d) In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture / consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li>e) Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ul> <p><b>Note: Tenderer's authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with GMRC related to the tender.</b></p>		



<b>B. JV/CONSORTIUM MEMBER INFORMATION</b>	
<b>MEMBER – 1</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	
<b>MEMBER – 2</b>	
JV/Consortium Member's Legal Name	
Legal status of the Member	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company (Tick any one)
Member's country of constitution	
Member's legal address, telephone numbers, fax numbers, email address)	
Member's authorized representative (name, designation, address)	

**SIGNATURE OF AUTHORIZED SIGNATORY ON BEHALF OF TENDERER**

**FORM OF TENDER - APPENDIX 15****FINANCIAL DATA****(WORK DONE DURING THE LATEST LAST FIVE FINANCIAL YEARS)****NAME OF THE TENDERER:***(All amounts in Rupees in crores)*

S. No	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2013- 2014	Year 2014- 2015	Year 2015- 2016	Year 2016- 2017	Year 2017- 2018
1	2	3	4	5	6	7
	Total value of similar works done as per audited financial statements					

**NOTE:**

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. Attach attested copies of the Audited Financial Statements of the last five financial years as Annexure.
3. All such documents reflect the financial data of the tenderer or member in case of JV /Consortium, and not that of sister or parent company.
4. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.
5. Historic financial statements must be complete, including all notes to the financial statements.
6. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2013, 2014, 2015, 2016 and 2017.
7. The above financial data will be updated to **31.01.2019** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission of tender.

**FORM OF TENDER - APPENDIX- 17****WORK EXPERIENCE**

Applicant's legal name ..... Date.....

Group Member's legal name.....

Page ..... of ..... Pages

For works of detailed design consultancy of as per clause no. 1.1.3.2 (A) of NIT (considering escalation as per Clause 1.1.3.2 of Notes Bullet no.1 of NIT)

<b>Specific Construction Experience</b>		
Similar Contract Number of _____required Information		
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV- Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at 31.01.2019 price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at 31.01.2019 price level

**NOTE:**

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence which clearly mentioned the amount for the prefabricated steel roof structure/roof sheeting work.
- Separate sheet for each work along with Clients Certificate to be submitted.

## Appendix- 18

## Financial DATA

Applicant's legal name .....Date .....

Group Member's legal name..... Page ..... of ..... Pages

Each Applicant or member of a JV must fill in  
this form

S.N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
1.	<b>Total Assets</b>					
2.	<b>Current Assets</b>					
3.	<b>Total External Liabilities</b>					
4.	<b>Current Liabilities</b>					
5.	<b>Annual Profits Before Taxes</b>					
6.	<b>Annual Profits After Taxes</b>	-	-	-	-	
7.	<b>Net Worth</b> [= 1 - 3]	-	-	-	-	
8.	<b>Liquidity [=2 - 4]</b>					
9.	<b>Return on Equity</b>					
10.	<b>Annual turnover (from construction)</b>					
11.	<b>Gross Annual turnover</b>					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2013, 2014, 2015,2016 and 2017.
6. Return on Equity = Net Income / Shareholders Equity  
Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders but after dividends to preferred stock). Share holders equity does not include preferred shares.
7. This Appendix-18 of FOT shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.

**FORM OF TENDER- Appendix- 19**  
**(Undertaking as per clause 1.1.3.1 v of NIT)**

We do hereby undertake that GMRC/ Any Other Metro Organisation (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work, executed either individually or in a JV/Consortium, has not been rescinded/ terminated by GMRC/ Any Other Metro Organisation (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY

---

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**FORM OF TENDER- Appendix- 20**  
**(Undertaking as per clause 1.1.3.1 v(c) of NIT)**

**(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)**

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any Civil Engineering works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY

---

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**FORM OF TENDER- Appendix- 21  
(Undertaking as per clause 1.1.3.1 vi of NIT)**

**(UNDERTAKING FOR FINANCIAL STABILITY)**

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY

---

Note :

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

**TENDER NOTIFICATION NO.**  
**GMRC/O &M/Uniform/ /PH-1/2019**

**Tender For "Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2.  
Uniform: Accessories for Ahmedabad Metro Rail Phase-1**

**TENDER NO.:** **GMRC/O &M/Uniform/ /PH-1/2019**

**Technical Specifications and Compliance Sheet**

**Gujarat Metrorail Corporation (GMRC) Limited**  
(SPV of Govt. of Gujarat and Govt. of India)  
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,  
Sector 10/A, Gandhinagar: 382010,  
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407



**Technical Specification and Compliance Sheet for Uniform Clothes – For Operations****ANNEXURE-A1**

Sr. No.	Item name	Qty	Cloth material required for each items per employee (Meters)	Specification	Specify Make/model of quoted item	Compliance (yes/no)	Deviation
1	Blazers	200 nos.	3.0 m	<p>a. <b>Fabric:- RODAS Suitings-. Name- DORMA or Equivalent</b>  <b>Count: 2/18x 2/18 Matty, Blend: 65:35 PV, Weight-385 grams- Width:58”</b></p> <p>b. Full sleeves three buttoned down flange Notch lapel collar.</p> <p>c. Inseam side pocket at the base &amp; single buttoned down closure with GMRC logo printed.</p> <p>d. <b>Colour</b> -Navy Blue.</p>			
2	Shirt (Half hand)	600 nos	1.75 m	<p>a. RODAS Shirtings- Name- Gold coin. White shirting poly cotton or Equivalent.  <b>Count: 2/60x 2/60 Matty, Blend: 65:35 PV, Weight-125 grams- Width:36”</b></p> <p>b. Colour - White</p> <p>c. Embroidery GMRC Logo to be embedded on pocket.</p>			
3	Trousers	600 nos	1.5 m	<p>a. <b>Fabric:- RODAS Suitings-. Name- DORMA or Equivalent</b>  <b>Count: 2/18x 2/18 Matty, Blend: 65:35 PV, Weight-385 grams- Width:58”</b></p> <p>b. Colour- Navy Blue.</p>			
5	Tie	400 nos	NA	Poly Silk. Navy blue based with GMRC logo printed in Orange at the centre, with a clip on with plastic or push button hold beneath the collar.			

**Technical Specification and Compliance Sheet for Uniform Accessories-Operations Dept.**

Sr. No.	Item name	Qty	Specification	Specify Make/model of quoted item	Specify the Warranty/Guarantee for the quoted item	Compliance (yes/no)	Deviation
1	Shoe leather	200 pairs	laced shoe with rimmed line in black - Office shoe (Leather)				
2	Socks	600 Pairs	Cotton blue				
3	Bag pack	200 nos.	Plastic (water proof) black base with copper sulphate reflex base & GMRC logo in Orange reflex, the bag contains 3 full compartments with a holder on the top & back strap hold				
4	<b>Name tab</b>	<b>200 nos.</b>					
5	Belt	200 nos.	Black leather belt lasered with the GMRC logo embossed with a steel buckle				
	<b>Note:</b>	<b>The agency should submit the brochure for the quoted product &amp; technical compliance statement. If any deviation required &amp; quoted item, same should be mentioned clearly.</b>					

**Technical Specification and Compliance Sheet for Uniform Clothes – For Maintenance****ANNEXURE-A2**

Sr. No.	Item name	Qty	Cloth material required for each items per employee (Meters)	Specification	Specify Make/model of quoted item	Compliance (yes/no)	Deviation
1	Blazers	200 nos.	3.0 m	<p>e. <b><u>Fabric:- RODAS Suitings-. Name- N DORMA or Equivalent</u></b>  <b><u>Count: 2/18x 2/18 Matty, Blend: 65:35 PV, Weight-385 grams- Width:58”</u></b></p> <p>f. Full sleeves three buttoned down flange Notch lapel collar.</p> <p>g. Inseam side pocket at the base &amp; single buttoned down closure with GMRCL logo printed.</p> <p>h. <b>Colour -Black.</b></p>			
2	Shirt (Half hand)	600 nos	1.75 m	<p>d. RODAS Shirtings- Name- CHAMBRAY. White shirting poly cotton or Equivalent.  <b><u>warp: 2/76 PV+ 80D royal full dull, weft: same as warp, Weight-196 grams- Width:36”</u></b></p> <p>e. Colour - Grey</p> <p>f. Embroidery GMRCL Logo to be embedded on pocket.</p>			
3	Trousers	600 nos	1.5 m	<p>c. <b><u>Fabric:- RODAS Suitings-. Name- DORMA or Equivalent</u></b>  <b><u>Count: 2/18x 2/18 Matty, Blend: 65:35 PV, Weight-385 grams- Width:58”</u></b></p> <p>d. Colour- Black.</p>			
4	Tie	400 nos	NA	Poly Silk. Black based with GMRCL logo printed in Orange at the centre, with a clip on with plastic or push button hold beneath the collar.			

Contd. of.. **ANNEXURE-A2****Technical Specification and Compliance Sheet for Uniform Accessories-Maintenance Dept.**

Sr. No.	Item name	Qty	Specification	Specify Make/mod el of quoted item	Specify the Warranty/ Guarantee for the quoted item	Compliance (yes/no)	Deviation
1	Shoe leather	200 pairs	laced shoe with rimmed line in black - Office shoe (Leather)				
2	Socks	600 Pairs	Cotton Black				
3	Bag pack	200 nos.	Plastic (water proof) black base with copper sulphate reflex base & GMRC logo in Orange reflex, the bag contains 3 full compartments with a holder on the top & back strap hold				
4	<b>Name tab</b>	<b>200 nos.</b>					
5	Belt	200 nos.	Black leather belt lasered with the GMRC logo embossed with a steel buckle				
	<b>Note:</b>	<b>The agency should submit the brochure for the quoted product &amp; technical compliance statement. If any deviation required &amp; quoted item, same should be mentioned clearly.</b>					

**TENDER NOTIFICATION NO.**  
**GMRC/O &M/Uniform/ /PH-1/2019**

**Tender For "Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2.  
Uniform: Accessories for Ahmedabad Metro Rail Phase-1**

**TENDER NO.: GMRC/O &M/Uniform/ /PH-1/2019**

**Price Schedule**

**Gujarat Metrorail Corporation (GMRC) Limited**

(SPV of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,  
Sector 10/A, Gandhinagar: 382010,  
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

<b>Price Schedule –B1- Uniform – Clothes-Operations</b>						
Sr. No.	Item	Fabric Quantity Required for unit item (in meters) A	Total Quantity Required (in numbers/ piece count basis) B	Total Fabric Required (in meters) C=A*B	Cost of Fabric per meter/ Rate per Unit item (in Rs.) D	Total cost for required quantity (in Rs.) E=C*D
1	Blazers	3.0	200	600.0		
2	Shirt (Half hand)	1.75	600	1050.0		
3	Trousers	1.5	600	900.0		
4	Tie	NA	400	NA		
5	Unit Stitching Charges (for blazers only) (in Rs.) : F					
6	Total Stitching Charges (for blazers only) (in Rs.): G= F*B1(No. of Blazers required)					
7	Unit Stitching Charges (for Shirts only) (in Rs.) : H					
8	Total Stitching Charges (for blazers only) (in Rs.): I= H*B2(No. of Shirts required)					
9	Unit Stitching Charges (for Trousers only) (in Rs.) : J					
10	Total Stitching Charges (for blazers only) (in Rs.): K= J*B3(No. of Trousers required)					
11	<b>Total Cost : E(1-4)+G+I+K</b>					
12	Taxes				In %	
					In Rs.	
13	Any other charges, if any (please specify) (in Rs.)					
14	Total amount including taxes & other charges in figures (in Rs.)					
15	Total amount including taxes & other charges in words (in Rs.)					

Note:-

- The evaluation will be done based on L1 price of total amount including taxes and other charges in words.
- The bidder has to quote all the items (sr. no. 01 to 15) of price schedule – B1 for consideration of L1 bidder. In case, if he/she fails to quote for any of the items (from sr. no. 01 to 15), his/her bid will not be evaluated further.

<b><u>Price Schedule-B2 - Uniform- Accessories-Operations</u></b>								
Sr. No.	Item	Total Quantity Required A	Rate per Unit Item(in Rs) B	Total cost for required quantity (in Rs.) C=A*B	Taxes		Any other charges(Rs) if any, please specify (like delivery, installation etc.) E	Total cost including taxes(in Rs.) F=C+D+E
					In %	In Rs (D)		
1	Shoe leather	200 pairs						
2	Socks	600 Pairs						
3	Bag pack	200 nos.						
4	<b>Name tab</b>	<b>200 nos.</b>						
5	Belt	200 nos.						

Note:- The evaluation will be done based on **item wise L1** individual prices quoted by the bidder for respective items.

**ANNEXURE-B2**

<b>Price Schedule –C1- Uniform – Clothes-Maintenance</b>						
Sr. No.	Item	Fabric Quantity Required for unit item (in meters) A	Total Quantity Required (in numbers/ piece count basis) B	Total Fabric Required (in meters) C=A*B	Cost of Fabric per meter/ Rate per Unit item (in Rs.) D	Total cost for required quantity (in Rs.) E=C*D
1	Blazers	3.0	200	600.0		
2	Shirt (Half hand)	1.75	600	1050.0		
3	Trousers	1.5	600	900.0		
4	Tie	NA	400	NA		
5	Unit Stitching Charges (for blazers only) (in Rs.) : F					
6	Total Stitching Charges (for blazers only) (in Rs.): G= F*B1(No. of Blazers required)					
7	Unit Stitching Charges (for Shirts only) (in Rs.) : H					
8	Total Stitching Charges (for blazers only) (in Rs.): I= H*B2(No. of Shirts required)					
9	Unit Stitching Charges (for Trousers only) (in Rs.) : J					
10	Total Stitching Charges (for blazers only) (in Rs.): K= J*B3(No. of Trousers required)					
11	<b>Total Cost : E(1-4)+G+I+K</b>					
12	Taxes				In %	
					In Rs.	
13	Any other charges, if any (please specify) (in Rs.)					
14	Total amount including taxes & other charges in figures (in Rs.)					
15	Total amount including taxes & other charges in words (in Rs.)					

Note:-

- c. The evaluation will be done based on L1 price of total amount including taxes and other charges in words.
- d. The bidder has to quote all the items (sr. no. 01 to 15) of price schedule - A for consideration of L1 bidder. In case, if he/she fails to quote for any of the items (from sr. no. 01 to 15), his/her bid will not be evaluated further.



<b><u>Price Schedule-C2- Uniform- Accessories-Maintenance</u></b>								
Sr. No.	Item	Total Quantity Required A	Rate per Unit Item(in Rs) B	Total cost for required quantity (in Rs.) C=A*B	Taxes		Any other charges(Rs) if any, please specify (like delivery, installation etc.) E	Total cost including taxes(in Rs.) F=C+D+E
					In %	In Rs (D)		
	Shoe leather	200 pairs						
	Socks	600 Pairs						
	Bag pack	200 nos.						
	<b>Name tab</b>	<b>200 nos.</b>						
	Belt	200 nos.						

Note:- The evaluation will be done based on **item wise L1** individual prices quoted by the bidder for respective items.

**TENDER NOTIFICATION NO.**  
**GMRC/O &M/Uniform/ /PH-1/2019**

**Tender For "Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2.  
Uniform: Accessories for Ahmedabad Metro Rail Phase-1**

**TENDER NO.: GMRC/O &M/Uniform/ /PH-1/2019**

**OTHER ANNEXURES**

**Gujarat Metrorail Corporation (GMRC) Limited**  
(SPV of Govt. of Gujarat and Govt. of India)  
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,  
Sector 10/A, Gandhinagar: 382010,  
Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

**Performance Statement (for a period of last 3 years)**

Tender No. \_\_\_\_\_  
 Date of opening \_\_\_\_\_  
 Time \_\_\_\_\_ Hours \_\_\_\_\_  
 Name of Firm \_\_\_\_\_

Order placed by (full address of purchaser)	Order No. & date	Description and quantity of ordered items	Value of order	Date of Completion of delivery		Remarks indicating reasons for late delivery, if any	Attach a certificate from the purchaser.
				As per Contract	Actual		

**Note: -(Certified copies of Purchase Order for above mentioned items also to be provided.)**

**Vender Information Form**

Note: Bidders ate requested to furnish the following information and enclose along with quotation.

<b>Name &amp; Address of the company:</b>				
<b>Name &amp; Designation of the key person</b>				
<b>Contact information</b>	<b>Mobile no</b>	<b>Telephone No:</b>	<b>Fax No:</b>	<b>Email:</b>
<b><u>Bank details</u></b>				
<b>Bank Name</b>				
<b>Beneficiary name</b>				
<b>Bank account no</b>				
<b>IFSC Code</b>				
<b>PAN No</b>				
<b>Service tax no.</b>				

## Annexure – E1

**FORM OF BANK GUARANTEE FOR TENDER SECURITY**

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank)

B.G. No.

Dated:.....

- 1 In consideration of you, Gujarat Metro Rail Corporation (GMRC) Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India (hereinafter referred to as the "Employer", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of ..... (a company registered under the Companies Act, 1956) and having its registered office at ..... (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the "Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for **"Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2. Uniform: Accessories for Ahmedabad Metro Rail Phase-1**" [hereinafter referred to as "the Works"] pursuant to the TENDER NO.: GMRC/O &M/Uniform/ /PH-1/2019, dated \_\_\_\_\_ issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as "Tender Documents"), we----- (Name of the Bank) having our registered office at \_\_\_\_\_ and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Tenderer, do, hereby, in terms of Clause C.18 of 'Instructions to Tenderers', irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR. \*\*\*\*\* ( Indian Rupees \*\*\*\*\* only) (hereinafter referred to as the "Tender Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
- 2 Any such written demand made by the Employer stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Employer is disputed by the Tenderer or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. \*\*\*\*\* ( Indian Rupees \*\*\*\*\* only).
3. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till:\_\_\_\_\_ and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.
  - a. The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
  - b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
- 4 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions

contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.

- 5 The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. \*\*\* ----- ( Indian Rupees \*\*\*\*\* --- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms. ...., its ..... and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

**Annexure – E2**

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

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

To,

**The Managing Director**

**[Attn: Sr. DGM (Civil & Procurement)]**

**Gujarat Metro Rail Corporation (GMRC) Ltd**

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

**WHEREAS** \_\_\_\_\_ (Name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of LOA No.: \_\_\_\_\_ for "Supply of Uniform & Accessories-2019" 1. Uniform: Clothes 2. Uniform: Accessories for Ahmedabad Metro Rail Phase-1" (hereinafter called "the Contract")

**AND WHEREAS** it has been stipulated by the Employer in the said Contract that the Contractor shall furnish the Employer with a Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

**AND WHEREAS** we \_\_\_\_\_ [Insert name and address of Bank] having registered office at \_\_\_\_\_ and having the branch at \_\_\_\_\_ (herein after referred to as the "Bank"), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the Contractor such a Bank Guarantee.

**NOW THEREFORE**

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the Contractor up to a total of INR \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of INR \_\_\_\_\_/- (Indian Rupees \_\_\_\_\_) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Employer's decision as to what amount is due to the Employer from the Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Contractor shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Employer without the consent of the Contractor and without referring the matter to the Contractor.
3. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
9. The Performance Security should be valid up to 06 months after "the date of completion of work". The employer will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Tenderer's cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.
10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR \_\_\_\_\_ (Indian Rupees \*\*\*\*\* only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

The guarantee is issued by Mr./Ms. \_\_\_\_\_ who is/are authorised by the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

NAME OF BANK -----

ADDRESS -----

DATE -----



**Check List – A for bid participation – Uniform Clothes- Operation & Maintenance**

Sr. No.	Item Name	Is the rate quoted for this item(YES/NO)	Is sample submitted for quoted item(YES/NO)	Is brochure submitted for quoted item(YES/NO)
1	Blazers			
2	Shirt (Half hand)			
3	Trousers			
4	Tie			

Signature & stamp of the Bidder

Date:

...Contd.of ANNEXURE- F**Check List – B for bid participation – Uniform Accessories-Operations & Maintenance**

Sr. No.	Item Name	Is the rate quoted for this item(YES/NO)	Is sample submitted for quoted item(YES/NO)	Is brochure submitted for quoted item(YES/NO)
1	Shoe leather			
2	Socks			
3	Bag pack			
4	<b>Name tab</b>			
5	Belt			

Signature & stamp of the BidderDate: