



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

“Tender for Hiring of Vehicles on Monthly and casual Basis for GMRC Officials”



Issued by

Gujarat Metrorail Corporation (GMRC) Limited

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

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

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

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

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website www.gujaratmetrorail.com

Signature & Stamp of Bidder (Authorised Person from Bidder)



GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED
(Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. Ltd.)
(A Joint Venture of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,
Gujarat, India

Section – I, TENDR SUBMISSION

BID Number: GEM/2020/B/891837

Date: 25-11-2020.

Interested bidders are requested to visit <https://gem.gov.in> for eligibility criteria and applying for Bid process in GeM Portal.

Tender Name	BID Number	Due date & time of Submission
“Tender for Hiring of Vehicles on Monthly and casual Basis for GMRC Officials”	GEM/2020/B/891837	07-12-2020, 18:00 Hrs

Any alterations in Eligibility Criteria cum Qualification Requirements, and terms of the Tender Document, or any amendment to the Bid Document, etc, will be uploaded on <https://gem.gov.in> without any obligation or press notification or other proclamation.

1. The Technical Bid shall be submitted in Physical form to the following Address on or before due date and time. Apart from uploaded in GeM portal the bidder have to send the soft copy of Technical bid to Email ID snehal.shah@gujaratmetrorail.com
2. The Financial Bid Shall be submitted Physical form (Hard Copy) to following address **in separate envelope** on or before due date and time.
3. Technical and Financial Bid should be submitted in two separate envelope.

Due date of Submission- 07-12-2020, 18:00 Hrs

Physical Bid Submitted to following Address

Sr. DGM- Civil & Procurement,
GUJARAT METRO RAIL CORPORATION (GMRC)
LIMITED. (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,Gujarat, India

Signature & Stamp of Bidder (Authorised Person from Bidder)

Eligible Applicant

(a) Purchase Preference to Local Suppliers/Preference to Make In India:

Only 'Class-I local supplier' and 'Class-II local Supplier', as defined below, are eligible to participate for the subject tender.

Definitions:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% for the subject tender.

'L1' means the lowest tender or lowest bid received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a class- I local supplier may be above the L1 for the purpose of purchase preference. Margin of purchase preference shall be 20% for the subject tender.

- b) Procedure for Purchase Preference in procurement of goods or works which are divisible in nature: NOT APPLICABLE FOR THE SUBJECT TENDER
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) Procedure for Purchase Preference in procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone: APPLICABLE FOR THE SUBJECT TENDER
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d) Minimum local content and verification of local content:

Signature & Stamp of Bidder (Authorised Person from Bidder)

- i. The class-I local supplier/class-II local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- ii. In case of procurement for a value in excess of Rs. 10 crores, the class-I local supplier/ class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company or from a practising cost accountant or practising chartered accountant giving the percentage of local content after completion of works to the Engineer.
- iii. If any false declaration regarding local content is found, the company shall be debarred for a period of three years from participating in tenders of all metro rail companies.
- iv. Supplier/bidder shall give the details of the local content in a format attached as Annexure-V and Annexure-VI duly filled to be uploaded along with the technical bid. In case, bidder do not upload Annexure-V and Annexure-VI duly filled along with their technical bid, local content shall be considered as Nil' in tender evaluation.
- e) Complaints relating to implementation of Purchase Preference
Fees for such complaints shall be Rs. 2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakh), whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

(b) Bidder from a country, which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Department for Promotion of Industry and Internal Trade – DPIIT). The detail circular may be referred on this website : <https://doe.gov.in/procurement-policy-divisions>.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - (a). An entity incorporated, established or registered in such a country; or
 - (b). A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c). An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d). An entity whose beneficial owner is situated in such a country; or
 - (e). An Indian (or other) agent of such an entity; or
 - (f). A natural person who is a citizen of such a country; or
 - (g). A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or Voting agreements;

Signature & Stamp of Bidder (Authorised Person from Bidder)

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Notes to Bidders:

- (1) The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Managing Director, [Attn: Sr. DGM (Civil & Proc.)], Gujarat Metro Rail Corporation (GMRC) Limited, formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, email id: snehal.shah@gujaratmetrorail.com
- (2) 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.
- (3) GMRC also does not bind itself to accept the lowest rate. GMRC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- (4) If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.
- (5) Our Contact person for this tender is Sr. DGM (Civil & Proc.) with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – II, REQUIREMENT OF VEHICLES

Vehicle Make & Type	No of vehicles Required **
Honda City/ Honda City/ Maruti Ciaz/ Hyundai Verna	02
Honda Amaze/ Chevrolet Enjoy/ Tata Zest/ Hyundai Xcent/ Tata Indigo/ Maruti swift Dzire or equivalent	35
Tata Indica Vista/Maruti Swift/ Toyota Liva or equivalent	58

Bidders are advised to take note of followings.

** Above tabulated requirement is purely projected with an intention to facilitate bidder to submit the rates. The actual requirement shall be varying from time to time and may increase or decrease which shall be abiding to bidder.

**The Agency / Bidder shall require the GMRC's approval before sending the Equivalent Vehicle. The decision of GMRC on selection of equivalent vehicle will be final and binding to the agency.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Note:

Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure- II along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp bearing his membership number and signature. 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 Annexure-VII. In such a case the financial data of previous audited financial years will be taken into consideration for evaluation.

1. The Bidder should have **fitness certificate** for each vehicle. Bid/s without the documentary proof of fitness certificates shall be liable for summarily rejection.
2. **Submission of Undertaking by the Bidder on the following as per Annexure IV:**
 - No existing litigation.
 - Never blacklisted, terminated by any client in India
 - The bidder never filed any law suits or requested arbitration with regard to any Contract within the last five years
 - No judgment, claim, arbitration proceeding or suit pending or outstanding against the bidder or its officers
 - Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies
 - The bidder was never cited by any regulatory agency for a safety violation in the last five years.
3. In case of insufficient Bidders and the said qualifications, GMRC shall reserve right to dilute the criteria at its discretion for selection of a suitable agency for the work.

Note :

1. The Agency may note that they have to submit necessary documentary evidence to fulfil the above mentioned minimum eligibility criteria (SN 1 to 9).
2. Apart from above mentioned submissions, bidder is required to submit the following documents in their qualification cum technical bid.
 - a. IT Returns of last five years
 - b. Copy of Labour License, PF, ESI registration certificate
 - c. Copy of PAN, TAN, GST Registration number etc.
3. The Bidder are advised to submit their technical Bid in physical. Physical bid to be submitted in spiral / binder book with index, page numbering, sign and stamp on each and every page of document.
4. In case of insufficient Bidders and the said qualifications, GMRC shall reserve right to dilute the criteria at its discretion for selection of a suitable agency for the work.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – III, INSTRUCTIONS TO BIDDER

The Technical Bid should consist of the following documents as per Annexure-I:

- a. Signed & stamped copy of the tender document as token of acceptance of all the terms & condition of the entire tender.
- b. Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners as well as mentioned in Annexure-III.
- c. Signed & stamped copy of valid Registration Number of Agency under Prevailing Motor Vehicle Act with copy of comprehensive insurance policy for minimum 76 vehicles.
- d. Signed & stamped copy of RC book for minimum 76 cars/taxis in the name of bidder with summary in tabulated form as mentioned in Annexure-Ic.
- e. Signed & stamped copy of GST registration number and GST return data of last 3 months.
- f. Signed & stamped copy of valid license under Contract Labour Act for latest assignment.
- g. Signed & stamped copy of the P.F. registration and latest Challan copy and Bank Transaction Copy of latest assignment.
- h. Signed & stamped copy of the E.S.I. registration and contribution statement of last 3 months of latest assignment.
- i. Proof of Annual turnover of last three financial year supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.
- j. Signed & stamped copy of IT returns of last 3 years filed by agency
- k. Experience Certificates with summary in tabulated form – List as mentioned in Annexure-Ib with documents from the concerned organizations on its letterhead along with necessary contact details; and a satisfactorily work completion certificate to be provided compulsorily.
- l. Latest fitness certificates for minimum 76 vehicles owned by bidder.
- m. Undertaking on Rs.100 stamp paper as per Annexure-IV

THE FINANCIAL BID SUBMISSION:-

Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened.

The tender form for the financial bid in Proforma prescribed in tender document as ' financial proposal' in **Annexure IIA**.

(1) Bid Prices:

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Bid Offer covers Bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Hired Vehicle Services at GMRC. This includes all the liabilities of the Bidder such as

- Fuel Charges
- Conveyance Cost of vehicles to report daily to respective offices suggested by GMRC
- Cleaning and Washing Charges
- Toll Taxes if any

Signature & Stamp of Bidder (Authorised Person from Bidder)

- Repair & Maintenance Charges
- Parking Charges (In Ahmedabad and Gandhinagar)
- Cost of uniform for Drivers
- Cost of Identity cards of Drivers
- Reliever Cost if any
- Cost of comprehensive Insurance policy of personnel deployed by the Bidder
- All Statutory liabilities like to ensure payment as per Minimum Wages Act, contribution to ESI, PF, Bonus etcetera

(2) Bidders are advised to visit and assess the scope and requirements under the tender consciously. Rates so offered by a bidder shall be assumed to have been quoted after comprehensive assessment of the scope, quality and quantity of the work. The terms, conditions and notes under this chapter are guiding and thus bidder/s are advised to make its own assessment and after then to quote.

- a. Annexure-II A is the Bid for monthly hired vehicles.
- b. In case of rate revision by labour department on minimum wages during the contract period, difference amount (if higher than current minimum wages) may be reimbursed by GMRC to agency accordingly. However, Agency has to ensure payment to deployed staff as per legal norms to comply.
- c. Bidder is advised to go through latest labour department notification on minimum wages of skilled/semi-skilled/unskilled labour to quote accordingly as bidder will wholly responsible to comply with law.

(3) It shall be the responsibility of the bidder / tenderer to ensure that this tender is submitted Technical and Financial bid as instructed above before the deadline of submission. Non submission of any one of the above submission shall be considered as non-responsive and liable to be summarily rejected.

BID OPENING AND EVALUATION:

For Calculation and Evaluation purpose as well as to determine L1, followings are considered.

Extra kilometre per month is considered - 50 Kms per categories

Extra Hours per month is considered - 50 Hours cumulatively for all categories

Nigh Halts is considered per month – 5 Nights cumulatively for all categories

Final Bid for monthly hired vehicles $X = \text{Sum (A*C)} + \text{Sum (B*D)} + (E*50) + (F*100) + (G*5)$

A = Approx. Qty. Required for 2000 Kms

B = Qty Required for 3000 Kms

C = Per Month Rate for 12 Hrs duty and **2000** kilometers.

D = Per Month Rate for 12 Hrs duty and **3000** kilometers

E = Total of Extra Km Charges above 2000 / 3000 Kms

F = Extra Hrs Charges above 12 Hrs (Rates to be quoted Per Hour)

G = Night Halt charges

Final Bid (Calculated by System) **$X = \text{Sum (A*C)} + \text{Sum (B*D)} + (E*50) + (F*100) + (G*5)$**

Signature & Stamp of Bidder (Authorised Person from Bidder)

The price quoted and accepted by GMRC would remain same during first six months of the contract period, after that fluctuation (increase/decrease) in fuel pricing will be applicable as per GMRC's formula, which will be acceptable to the successful agency.

The successful L1 bidder of the price bid will be called for the presentation on its vendor capabilities for providing the services at GMRC Ltd.

ISSUANCE OF LETTER OF ACCEPTANCE (LOA) AND AWARD OF CONTRACT:

1. Prior to the expiration of the bid period, GMRC Ltd. will notify the successful bidder in writing by a letter of acceptance through mail that its bid has been accepted.
2. The issue of Letter of Acceptance (LOA) shall constitute the intention of GMRC Ltd. to place the Purchase/Work Order with the successful bidder.
3. Upon issuance of LOA, the successful bidder shall submit Performance Guarantee in conformity with the bid documents, in stipulated time period which is within 7 (Seven) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and GMRC Ltd on suitable stamp and after that EMD will be released.

CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in stipulated time (within seven days of issuance of LOA) shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in such case GMRC Ltd. may make the offer to any other bidder at its only discretion or may call for new bids.

POST BID CLARIFICATION:

No post bid clarification at the initiative of the bidders shall be entertained. Any effort by the bidders to influence the GMRC Ltd. in its bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

MISCELLANEOUS:

1. The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result into rejection of the bid.
2. GMRC Ltd. may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder will also include remarks of its respective clients/principal employer about

Signature & Stamp of Bidder (Authorised Person from Bidder)

no levying financial penalty or other major penalty to the bidder during his contract tenure. If any kind of financial penalty or any other major penalty levied to the bidder by its previous clients/principal employer is found, in such case the bidder will be disqualified at Technical Bid Evaluation stage.

3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
4. The bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform GMRC Ltd and shall ensure to get all the details on time.
5. Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification to our Contract person for this tender is Sr. DGM- Civil & Procurement with mail-ID snehal.shah@gujaratmetrorail.com , Telephone +91 79 23248572, Extension 527, within 5 days from the date of issuance of the tender.
6. The decision taken by GMRC Ltd. will be final and binding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against GMRC Ltd.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – IV, TERMS & CONDITIONS OF CONTRACT:

Hereinafter successful bidder is referred as agency or service provider.

Scope of Services

1. Services to be provided by agency must be prompt, punctual, efficient, safe and courteous of corporate standards which are the essence of this service contract. The Agency shall be solely responsible to comply with all the provision of Motor Vehicle Act and all other laws, rules, guidelines, etc. as applicable from time to time in respect of plying of providing hired vehicles services.
2. The vehicle provided by the service provider should have valid registration certificate, full comprehensive insurance to cover third party and the occupants, vehicle fitness certificate, P.U.C., Road tax, permit and other relevant permits/ licenses essentially required by R.T.O. and other statutory bodies for operations of the cars/taxis and must be revalidated before the expiry of the due date during the tenure of the contract period.
3. All vehicles should be in excellent working condition and first registration of the offered vehicles must be less than 2 years (At the time of Bid Submission) and must not be utilized for more than 50,000 kilometres at the time of Bid submission.
4. No private registered vehicles should be included and the same will not be allowed to use in the vehicle allotment to company. The Agency must provide tourist permit (TAXI permit). All the vehicles must have original documents/certificates (including Driving License, RC book, Fitness, PUC etc.) in the vehicles at all the times during the duty.
5. The Agency has to provide well-dressed driver to ensure corporate grooming standards with valid licence and police verification. All the drivers must carry mobile phone in working condition at all the time.
6. The Agency shall pay all the taxes including toll taxes, parking charges etcetera as may be levied by any local or government bodies. If the said expenditure is in substantial amount on this account, that may be reimbursed on submission of original cash memos along with monthly/ other bills if found justifiable by GMRC authority.
7. During the contract period, if the vehicles is seized / detained by Police / Motor Vehicle Authority or any authorities for any reason whatsoever, it will be at the contractor's risk and responsibility.
8. All the expenses like fuel, lubricants, spare parts, services, repairs and maintenance of vehicle etcetera shall be borne by the agency only.
9. It is expected from the Agency that all the drivers of vehicle deployed at GMRC should have sufficient money on hand so in case of any expenses during travels on duty; drivers should never ask money from GMRC official/representatives.
10. The Agency shall be personally responsible for any theft, dishonesty or dissidence by the drivers. In such cases, GMRC shall have the authority to recover the cost of theft materials or valuables of GMRC officials from the subsequent bill of agency at its own discretion.
11. Log book will be maintained for each vehicle on daily basis by drivers and it is the responsibility of the drivers/agency to get the daily signature of user/officials promptly.
12. The drivers shall not be treated as employees of GMRC Limited under any circumstances. Drivers must be employees of the agency and the agency shall ensure that all statutory obligations including PF, ESI etcetera are complied at its cost.

Signature & Stamp of Bidder (Authorised Person from Bidder)

13. All the claims arising out of accidents including damages to the vehicle and injuries including death of the people travelling in the vehicle (including driver of the vehicle provided by The Agency) and any other third party all to be owned and settled by the Agency. GMRC will not be liable or responsible in any of such claims.

14. GMRC is neither responsible nor liable to pay any compensation for injury/death caused to The Agency's operating staff in the event of any accident on duty. The Agency shall make his own arrangements to meet such eventualities as per existing Government norms.

15. In case of injury of life to GMRC staff/officer/representative/guests while travelling in The Agency's vehicle, The Agency shall make arrangements to pay suitable compensation in accordance with law of the land for each and every one affected or their heirs depending upon the merits of each individual case. Insurance claim settlement shall be time bound and the sole responsibility of The Agency. In case of any third party claim against GMRC for any act of the employees of the agency, the agency shall act as guarantor and indemnify GMRC to the extent of all claims and expenses.

16. For all outside destination, arrangement of accommodation of driver, food, parking of vehicles will be arranged by the agency and cost for the same shall be borne by agency.

17. Safety and security of the officials and official guests of GMRC are of great importance, it is required by agency to maintain safety measures in proper conditions. Some of them are front and sanitizers, rear safety belts, safety guards, first-aid kit, fire extinguisher, proper tool kits etcetera.

18. In case of exigencies/emergencies, if GMRC requires additional vehicles/taxis, Agencies shall be abiding to provide the same on short notice even at late night or on public holidays.

19. The agency shall convey acceptance of LOA within 7 days of the receipt of the LOA letter from GMRC and the agency must be ready to execute the contract within 7 days of the receipt of LOA as per number of Vehicles / Types of Vehicles required by GMRC at the time of issuance of LOA.

20. The agency must provide all the vehicles with drivers available round the clock at nearby area of the official's residence so apart from 12 hours regular duty, vehicles can be called for night checks or emergency visits as and when requires.

21. The agency has to ensure that drivers attached to the allotted vehicles of GMRC officials do not get change frequently, should have knowledge of Gujarati and Hindi language and should have familiar with all the routes of Ahmedabad-Gandhinagar and nearby area of GMRC offices/sites.

22. The Agency shall have to replace the driver/or and vehicle, if GMRC is not satisfied with the service of the driver or vehicle, as the case may be. Driver on the duty cannot leave the vehicle without prior permission of the GMRC officials.

23. The agency shall ensure that the vehicles deployed by him are maintained as per corporate standard, must be well cleaned thoroughly inside and outside, dicky must be kept clear of dust / rubbish /oil or any personal belongings of driver. Hygienic conditions must be maintained inside the vehicle at all times, which shall be subject to inspection by the officials of GMRC. Any substandard vehicles shall be rejected by GMRC and suitable penalty shall be imposed as per penalty terms and conditions.

24. In the event of any delay or breakdown of vehicles on route during the travel with officials, the agency at its own cost shall make alternate arrangements for on-time pick-up of the officials/official guests.

Signature & Stamp of Bidder (Authorised Person from Bidder)

25. The nature of duty to be assigned to each driver/vehicle shall be at the sole discretion of GMRC. Agency shall have to pick-up and drop officials / guests from their residences to office / project sites / other places and vice versa on round the clock duty, round the year including Sundays/Holidays and National Holidays as per requirement of GMRC officials.

26. The agency has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving and driving vehicle with defective brakes. Daily check of vehicles to be ensured by agency/driver before commencing the duty for the day. Any faults in vehicle to be communicated well in advance to officials and administration department of company. Prompt action must be initiated by agency for such faults in vehicle. The agency is fully responsible for any minor or major fault in operation of the vehicle. In any case, faulty vehicles must not be allowed for duty and alternate vehicles must be arranged by agency promptly. If any vehicle is drawn out of service by the agency for maintenance, repairs etc. suitable alternate vehicle shall be required to provide without any delay.

27. The Agency shall give full Bio-data of the drivers who shall be deployed at GMRC for services, which should contain their address, photograph, license copy, contact number, employee number along with police verification report for record purpose. All the drivers must be stationed locally.

28. The agency shall intimate about newly recruited Drivers with documents prior to respective deployment, similarly, details of resignation/termination of the drivers deployed at GMRC shall be required to be submitted by the agency with prior intimation and consent from GMRC.

29. All the Drivers must be in possession of valid driving license (at least 3 years old) issued by the R.T.O. and must carry the same with them while on duty. The drivers should be well literate, mannered, groomed, well dressed and should behave courteously with the officials / official guests of GMRC. The drivers should be able to at least speak Gujarati and Hindi languages as well as they should have working Knowledge of English.

30. The required vehicle will be made available at place directed by GMRC. **Kilometres will be counted from pick up point to drop point decided by GMRC. GMRC is not liable to pay any payment of kilometre consumed from the place of the Agency to the destination decided by GMRC or from the destination decided by GMRC to the place of the Agency.**

31. The full authority to reject vehicle on ground of any minor/major faults or hygiene standards or behaviour of drivers shall be given to GMRC officials who travel in the vehicle. Agency shall be abiding with the decision of officials travel in the vehicle and must arrange alternate vehicle promptly.

Formula

It is to be noted that extra hours and extra kilometres will be calculated segment wise only.

Eg. 4 Swift for 2000 kms = 8000 kms

And

4 Swift 3000 kms = 12000 kms

So, Total 20,000 kilometres for Swift Segment

It means in Swift segment, if total consumed kilometres of all 8 swift exceeds 20000 kms then only extra per kilometre charges for the segment will be applicable.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Fuel

The price quoted and accepted by GMRC would remain same during first six months of the contract period, after that fluctuation (increase/decrease) in fuel pricing will be applicable as per GMRC's formula considering mileage of vehicles and rate differences in six months.

2. Payment of Monthly Bills

Payments shall be made on monthly basis within 15 working days after submission of statutorily complied bills in the succeeding months. The Agency shall submit the bills before 5th of every month along with the certificate of satisfactory work done given by GMRC. The agency has to make payment to its Drivers deployed at GMRC before 5th of the every month with all statutory compliance. Payment to the agency drivers by the agency will not depend on the clearance of the bill submitted at GMRC Ltd. If agency fails to make payment to its Drivers deployed at GMRC before 5th of every month, it will be viewed as a service lapse and suitable penalty as decided by GMRC Ltd. may be deducted from its monthly invoice/bill. **The price quoted and accepted by GMRC would remain same during first six months of the contract period, after that fluctuation (increase/decrease) in fuel pricing will be applicable as per GMRC's formula considering mileage of vehicles and rate differences in six months.** Along with invoice, below documents to be submitted by agency after then only payment will be processed by GMRC.

- Signed and stamped log-book of each vehicles with printed numbers
- Invoice duly signed by authorized person of agency in duplicate
- Vehicle wise summary sheet of total kilometers consumed in each segment and total hours of duty performed for each segment as per format suggested by GMRC
- ECR and paid PF/ESIC challan along with bank transaction slip for all the Drivers deployed at GMRC
- For On-call vehicles, approved email copy of GMRC officials, original memo with signature of GMRC official/guest whoever travelled, Invoice with original Toll Tax receipts, Parking slips and all supporting documents.

3. Penalties

Prompt, punctual, efficient, safe and courteous service by the agency is the essence of this service, any lapses in the services will be viewed seriously and penalties will be imposed on the agency as it will be consider as nonfulfillment of contractual obligations. Quantum of penalty will be decided in individual cases and the decision of GMRC Management will be final and abiding to bidder. Few of penalty conditions are tabulated below.

1. In case of failure to commence the vehicle allotment services as per the stipulated time/date given by GMRC, **the entire EMD shall be forfeited and LOA shall be withdrawn.**
2. In case of failure to carry out the services of hired vehicles or on-call vehicles to the satisfaction as clearly mentioned in responsibility and scope of contract, GMRC will be

Signature & Stamp of Bidder (Authorised Person from Bidder)

free to get hired vehicles from open market at the cost and risk of the agency until agency improves the services and gives assurance in writing to provide services to the satisfaction. **All the cost of hiring vehicles from outside to be borne by agency**, the same will be deducted from monthly bill of agency.

3. In case of any of The Agency's Drivers deployed under the contract is (are) absent or fails to report in time and Agency is unable to provide suitable substitute in time, **a penalty of Rs.5000 per day** shall be levied by GMRC and the same shall be deducted from The Agency's bill. Repetition of such incidents may be resulted into termination of contract or substantial penalty decided by GMRC officials.
4. In case any public complaint is received attributable to misconduct/misbehaviour of The Agency's Drivers, & is assessed as true by GMRC administration, **a penalty of Rs. 10,000/- (Rupees Ten Thousand Only)** for each such incident shall be levied and the same shall be deducted from The Agency's bill and on repetition of the same GMRC may terminate the contract.
5. If as a result of post payment audit any overpayment is detected in respect of any invoices of services provided by the agency or alleged to provide services by the agency under the contract, it shall be recovered by GMRC from the agency from subsequent bills without consent of the agency at GMRC's discretion.
6. GMRC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.
7. If any complaint regarding driver's behaviour is raised by GMRC representative, **travelling memo of that day will be treated as cancelled and it will be considered as absenteeism of vehicle and services**. If driver or any other person representing agency is found in drunken state with alcohol, the same shall be reported to the Agency and The Agency has to take necessary legal actions against him. Any lapse in prompt action by agency will be considered as non-fulfilment of contractual obligations. For such case of drunken driver, **penalty of Rs.10,000/- (Rupees Ten Thousand Only)** will be imposed by GMRC to agency and on repetition of the incident, GMRC may terminate the contract.
8. **Rs.1000 (Rupees One Thousand Only) per day per vehicle** will be deducted if any driver of agency is not in proper (corporate level) grooming standards or without uniform or without ID card or chewing tobacco inside the car or tried to manipulate the meter readings by any means etcetera. The full authority to assess and judge corporate level grooming standards shall be given to GMRC officials and agency is abiding to decision given by GMRC officials.
9. If any repetitive lapses are found in the performance of the duty by the agency or on any particular incident negatively affecting the working of GMRC, a suitable amount of penalty as decided by MD, GMRC Ltd. will be deducted from the agency's monthly

Signature & Stamp of Bidder (Authorised Person from Bidder)

bill/performance guarantee or GMRC may terminate the contract on ground of gross negligence and non-fulfilment of contractual obligations.

3. Period of Contract:

The initial Contract shall be valid for a period of Two years which is further extendable to one year subject to review and satisfactory performance of the Agency.

4. Performance Guarantee:

The Agency shall deposit Performance Guarantee 10% of Contract Price in the form of DD, PO, Bank Guarantee or Fixed Deposit from nationalised bank within 7 calendar days from the date of Letter of Acceptance (LOA). Performance Guarantee must be valid up to a period of six months after the date of completion of contract, In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of GMRC Company Ltd..

5. Sub-Contracting:

The Agency shall not sub-contract any part or whole part of the rate contract or any activity mentioned in the tender to any sub-contractor.

6. Change in Terms and Conditions/Contract:

GMRC shall reserve all rights to make changes in the terms and condition or variation in the mentioned contract/tender by a notice in writing to the agency. The agency will be bound by the same and no representation in the said manner will be allowed / entertained.

7. Termination:

(7.1) If The Agency fails to perform its duties/functions satisfactory as prescribed by GMRC Ltd., GMRC reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.

(7.2) The Contract shall be considered as terminated in the event of the death of the owner of the agency and their legal heir will not have any right/claim towards the same. However, the legal heirs of the owner of the agency may continue working as per contract specifications for next three months. GMRC has to complete process to appoint the new agency during the mentioned period.

(7.3) If Agency does not desire to continue the contract, in such case, it has to give three months' notice in advance to the Company and its performance guarantee will be seized.

(7.4) In addition to the any provision of this contract, GMRC can terminate the contract without providing any reason to the agency by giving notice in one month in advance. No compensation shall be paid to the agency for the residual period after the cancellation of contract.

(7.5) Failure by The Agency to comply with any statutory requirements and terms and conditions of this tender during the period of contract shall result in termination of the contract

Signature & Stamp of Bidder (Authorised Person from Bidder)

and subsequent disqualification for participation in any future tender by GMRC. In such a case, the performance guarantee will also be forfeited.

(7.6) Any repetition of penalty may be resulted into termination of contract as mentioned in penalty terms and conditions.

8. Statutory Compliance with Laws, Regulations and Orders:

The Agency shall comply with all applicable Indian Laws, decree, rules and regulations of government or any authorised agencies of any government in India and maintain valid record for verification of the statutory authorities as well GMRC Ltd as and when required.

9. Applicable Law:

The contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India and parties hereby agree to submit that the court at Gandhinagar, Gujarat shall have the exclusive jurisdiction to dispute if any arising between the parties to the Contract

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure- I, (a), Checklist

Technical Bid Documents as mentioned in below table to be submitted along with check list

<u>Sr No.</u>	<u>Document to be Submitted (i.e. Technical Bid)</u>	<u>Yes or No</u>
1	Technical Bid (Physical)	
b.	Envelope – 2 (i.e. Qualification cum Technical Bid)	
c.	Signed & stamped copy of the agency registration under prevailing motor vehicle act along with the signed and stamped on each page of tender document as token of acceptance of all the terms & condition of the entire tender.	
d.	Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of all Directors/Partners along with Annexure-III.	
e.	Signed & stamped copy of valid Registration Number of Agency under Prevailing Motor Vehicle Act with comprehensive insurance cover.	
f.	Signed & stamped copy of RC book for minimum 76 cars/taxis in the name of bidder with summary in tabulated form.	
g.	Signed & stamped copy of GST registration number and GST return data of last 3 months.	
h.	Signed & stamped copy of valid license under Contract Labour Act for latest assignment.	
i.	Signed & stamped copy of the P.F. registration and latest Challan copy and Bank Transaction Copy of latest assignment.	
j.	Signed & stamped copy of the E.S.I. registration and contribution statement of last 3 months of latest assignment.	
k.	Proof of Annual turnover of last three financial year as stated in T&C No.14 supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.	
l.	Signed & stamped copy of the latest IT return of last 3 years filed by agency	
m.	Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details; and a satisfactorily work completion certificate to be provided compulsorily.	
n.	Annexure-I b, Annexure I-c , Annexure-III to Annexure-VII	

Note :

1. The bidder are advised to submit the Physical submission in spiral / binder book with index, page numbering, sign and stamp on each and every page of the Bid.
2. The submission in loose papers may hamper the evaluation process, hence bidder are requested to submit their bid as per above note.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – I, (b) Experience & Financial Details

(i) Technical Experience.

This Annexure must be supported with original certificates

Sr.No	Name of the organization	Duration of Contract	Types of Vehicles	Total number of vehicles provided
1				
2				
3				
4				
5				

(ii) Financial Detail

Description	FINANCIAL YEARS (in INR)		
	2019-20	2018-19	2017-18
Annual Turnover			
Average Annual Turnover			
Name of Chartered Accountant (CA)			
Seal & Signature of CA			
Membership No. of CA			

Note:

- The bidder is advised to attach the documentary evidence (i.e. LOA, Completion certificate etc.) along with filled Annexure – I (B) (i), as mentioned above.
- The financial data in above prescribed format, Annexure – I (B) (ii) shall be certified by Chartered Accountant in original under his signature, stamp and membership number.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – I, (c) (RC book details)

Sr.No	Name of the vehicles	Vehicle No	Name of RC Book	Year of Manufacturing
1				
2				
3				
..				
..				
76				

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – II A, (Financial Bid)

For Calculation and Evaluation purpose as well as to determine L1, followings are considered.

- Extra kilometre per month is considered - 50 Kms per category
- Extra Hours per month is considered - 50 Hours
- Nigh Halts is considered per month – 5 Nights
- **Total Cost = Sum (A*C) + Sum (B*D) + (E*50) + (F*100) + (G*5)**

Rates to be quoted for supply of vehicles on Monthly Hiring Basis:

Financial Bid

Vehicle Make & Type	Approx. Qty. Required for 2000 Kms	Qty Required for 3000 Kms	Per Month Rate for 12 Hrs duty daily and 2000 kilometers. IN INR	Per Month Rate for 12 Hrs duty daily and 3000 kilometers. IN INR.	Rate for 2000 KM	Rate for 3000 KM	Extra Km Charges above 2000 / 3000 Kms (Rates to be quoted per KM)
	(A)	(B)	(C)	(D)	(A*C)	(B*D)	(E)
1. Honda City/ Maruti Ciaz/ Hyundai Verna	00	02					
2. Honda Amaze/ Chevrolet Enjoy/ Tata Zest/ Hyundai Xcent/ Tata Indigo/ Maruti swift Dzire or equivalent	35	00					
3. Tata Indica Vista/Maruti Swift/ Toyota Liva or equivalent	58	00					

Signature & Stamp of Bidder (Authorised Person from Bidder)

Sum (To be Calculated by) system	Sum (A*C) = Total quote for 2000 kms	Sum (B*D) = Total quote for 3000 kms	E = Sum of 'e'
Extra Hrs Charges above 12 Hrs (Rates to be quoted Per Hour) F			
Night Halt charges (Per Night) G			
Final Bid X = Sum(A*C) + sum(B*D) + (E*50) + (F*100) + (G*5)			

All the bids must be including GST

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – III, Contact Details

1	Name Address of Firm/Agency	
	Telephone No. of Owner/Authorized Person	
2	Registration No. of the Firm/ Agency	
3	Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with	
4	Please specify as to whether Tenderer is sole proprietor / Partnership Firm. Name, Address and Telephone No. of Director / Partners should specified	
5	PAN Card no issued by Income Tax Department	
6	Provident Fund Account Registration No.	
7	ESI Registration Number of Agency	
8	Registration No. under Contract Labour Act	
9	Details of tender Fees a) Amount	
	b) Pay order or DD No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
10	Details of EMD a) Amount	
	b) FDR No. or DD No. or Pay order No. or Bank Guarantee No.	
	c) Date of Issue	
	d) Name of Issuing Authority	

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder) Name, Designation and Address with seal

Note:

1. The bidder is advised to attach necessary copy document with reference to SN 1 to 10 of Annexure – iii (i.e. Contact Details).

Annexure- IV, Undertaking
(ON NON JUDICIAL STAMP PAPER OF Rs. 100/-)

UNDERTAKING

To,
The Senior Deputy General Manager- Civil & Procurement ,
GMRC Limited, Block No. 1, 1st Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar – 382 010

Name of the Firm / Agency _____

Name of the Tenderer/Bidder _____

Dear Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document. 2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

3. I/We abide by the provisions of prevailing Motor Vehicle Act, Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the Drivers deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted and terminated by any client in India.

5. I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies. We were never cited by any regulatory agency for a safety violation in the last five years.

(Signature of the bidder)
Name, Designation and Address
(With seal)

Note:

1. The above mentioned submission must be in ORIGINAL.

Annexure- V, FORM OF TENDER

(Undertaking as per Para Eligible Applicant)

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 80% (as specified in para Eligible Applicant). **The details including name of vendor, location and percentage of local content is enclosed as Annexure-VI.**

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in para Eligible Applicant.

Annexure- VI

Performa for Submission of the List of the Goods, Works & Services Tentatively Proposed to be Offered with Local Value Addition

S.No.	Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content

Annexure – VII

(Affidavit for Unaudited Balance Sheet as per Note of Clause(d) of Section-III)

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

(To be filled by the bidder* in case their Balance Sheet for F.Y. 2019-2020 has not been audited. If the Balance sheet for F.Y. 2019-20 has been audited then the bidder need not to fill this form or may simply write “NOT APPLICABLE”)

I,..... (Name and designation of Authorised signatory)

of.....(Name of Company/ Firm/Proprietorship/Partnership) hereby confirm that the Balance sheet for Financial year i.e. **F.Y.**

2019-20 has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer