

Tender for CAMC (Comprehensive Annual Maintenance Contract) for Split, Cassette Air Conditioners and VRF Systems  
installed at GMRC Offices



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

Tender No. GMRC/ADMIN/CAMC- AC/2021

Date: 08-10-2021

**“Tender for CAMC (Comprehensive Annual Maintenance Contract) for Split,  
Cassette Air Conditioners and VRF Systems Installed at GMRC Offices”**

***TENDER DOCUMENT Comprises of:***

- ***Notice Inviting Tender***
- ***AC Unit Details***
- ***Minimum Eligibility Criteria***
- ***Scope Of Work***
- ***Tendering Process***
- ***Instruction to Bidder***
- ***Terms and Conditions of Contract***
- ***Annexure – I to IX***



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

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Section – I, NOTICE INVITING TENDER



**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

**NOTICE NOTIFICATION NO. GMRC/ADMIN/CAMC- AC/2021**

**Date: 08-10-2021**

E-Tender is invited from reputed and experienced agencies for the following tender:

Tender Name	Tender Fees
"CAMC (Comprehensive Annual Maintenance Contract) for Split, Cassette Air conditioners and VRF Systems installed at GMRC Offices"	INR 1000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying/ downloading the tender document. The last date and time for Bid Submissions of Tender is 15:00 Hrs on 29-10-2021.

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 <https://gmrc.nprocure.com> and GMRC's Website [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com) without any obligation or press notification or other proclamation.

**Managing Director  
GMRC, Gandhinagar**

Signature & Stamp of Bidder (Authorised Person from Bidder)

**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

**1.1.1 Name of Work:**

**GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED** [formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd] invites Open Tenders under single stage, two packet system from **Agencies**, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for the work, "CAMC (Comprehensive Annual Maintenance Contract) for Split/Cassette Air conditioners and VRF System installed at GMRC office"

**1.1.2 Key details :**

The details of the tenders are as follows:

A. Tender No.	GMRC/ADMIN/CAMC- AC/2021
B. Name of Work	"CAMC (Comprehensive Annual Maintenance Contract) for Split/Cassette Air conditioners and VRF System installed at GMRC office"
C. Approximate cost of work	INR 4,99,000/-(excluding GST)
D. Tender Fees	INR 1000/- only inclusive of GST (Non-refundable)  [Demand Draft /Banker's cheque/Pay Order drawn on a Scheduled Commercial Bank based in India and should be in favour of "GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED" payable at Gandhinagar/ Ahmedabad.
E. Undertaking for Tender Security Declaration	Bidder shall submit Undertaking for Tender Security Declaration as per Annexure – IV. If the undertaking for Tender Security Declaration is not submitted or is not submitted in the prescribed format, then such bids shall be considered ineligible and summarily rejected.
F. Last Date and time of submission of E-Tender	29-10-2021, 15:00 Hrs <ul style="list-style-type: none"><li>Financial Bid is to be filled up on the online portal <a href="https://gmrc.nprocure.com">https://gmrc.nprocure.com</a> as per details required to be provided and mentioned in Annexure-III, Pricing Document of the Tender document.</li><li>Technical Bid is to be submitted both online and physically in printed and duly stamp, signed. The address and other details are given hereinafter.</li></ul>
G. Opening of Technical Bid	On the day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)

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H. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone/letter.
I. Venue of physical submission of Technical Bid  (i.e. Technical Bid comprises of Tender fees, Tender Guarantee, Technical Bid & signed copy of Tender Document, Addenda & Clarifications)	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
J. Tender validity	90 days from its submission date
K. Security deposit / Performance Guarantee	3% of Contract Price
L. Contract period	One year from the date of final award of contract further extendable up to one year subject to review and satisfactory performance of the Agency.

\*As per MSME Act 2012 and amendment thereof, the firm registered under MSME / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate under appropriate category of Comprehensive Annual Maintenance Contract or maintenance / repair work as applicable on the date of tender submission

### 1.1.3.1 Eligible Applicants:

1. Each bidder shall submit only one tender either by himself/herself as sole. The submission in JV / Consortium is not allowed.

### 2. 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.

#### a) Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. '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%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.
- iii. '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%, as

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defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

- iv. '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, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by DPIIT.
- v. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- vi. '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 to 'Class – I local supplier' 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 Class – I 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.
- iii. 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.
- iv. 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 to 'Class – I local supplier' 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 Class – I local supplier, the contract will be awarded to L1.
- iii. 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.

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- 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.
- iv. 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:**

- i. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also 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 (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content 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-VIII and Annexure-IX duly filled to be uploaded along with the technical bid. In case, bidder do not upload/submit Annexure-VIII and Annexure-IX duly filled along with their technical bid, supplier/bidder shall be considered as 'Non-local supplier' and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except Global tender enquiries in terms of Clause 3(b) of Order No. P-45021/2/2017- PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

**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.

**3. 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

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(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 percent 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
2. Voting agreements;
- 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.

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- 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 tenderer may download the tender document along with Addendum (if any) from N Procurement's site <https://gmrc.nprocure.com> and GMRC's Website [www.gujaratmetrorail.com](http://www.gujaratmetrorail.com). The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.
- (2) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be published in the newspapers but the same will be uploaded on N Procurement and GMRC website, as mentioned above.
- (3) 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](mailto:snehal.shah@gujaratmetrorail.com)
- (4) The Tender Document comprises of following documents;
  - Section – I, Notice Inviting Tender
  - Section – II, AC Unit Details
  - Section – III, Minimum Eligibility Criteria
  - Section – IV, Scope of Work
  - Section – V, Tendering Process
  - Section – VI, Instruction to Bidder
  - Section – VII, Terms and Conditions of Contract
  - Annexure – I to IX
- (5) 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.
- (6) GMRC also does not bind itself to accept the lowest rate. GMRC shall award the work after evaluation looking into feasibility, capacity and competency of the agency.
- (7) 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.
- (8) Our Contact person for this tender is Sr. DGM (Civil & Proc.) with mail-ID [snehal.shah@gujaratmetrorail.com](mailto:snehal.shah@gujaratmetrorail.com), Telephone +91 79 23248572, Extension 527

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## Section – II, AC UNIT DETAILS FOR OFFICES OF GMRC LTD.

### a) AC Type- Wise Segmentation

Type of AC	Capacity	Location	Qty	Total Qty
Carrier Split AC	1.0 TR	Karmayogi Bhavan	50	54
Carrier Split AC	1.0 TR	Nirman Bhavan	4	
Carrier Split AC	1.5 TR	Karmayogi Bhavan	5	19
Carrier Split AC	1.5 TR	Nirman Bhavan	10	
Panasonic Split AC	1.5 TR	Karmayogi Bhavan	1	
York Split AC	1.5 TR	GNFC Infotower,Ahmedabad	1	
Blue Star Split AC	1.5 TR	GNFC Infotower,Ahmedabad	2	
Voltas Split AC	2.0 TR	Karmayogi Bhavan	3	12
Carrier Split AC	2.0 TR	Nirman Bhavan	9	
<b>Total Split AC TR ----&gt;</b>	<b>18.5</b>	<b>Total Qty. of Split AC----&gt;</b>		<b>85</b>
Carrier Cassette AC	2.0 TR	Karmayogi Bhavan	9	9
Carrier Cassette AC	3.0 TR	Karmayogi Bhavan	7	7
Carrier Cassette AC	4.0 TR	Karmayogi Bhavan	14	14
<b>Total Cassette AC TR ----&gt;</b>	<b>9.0 TR</b>	<b>Total Qty. of Cassette AC ----&gt;</b>		<b>30</b>
Type of AC	Capacity	Location	Qty	Total Qty
Hitachi VRF	12 HP	Karmayogi Bhavan	1	1
Hitachi VRF	8 HP	Karmayogi Bhavan	1	1
Daikin VRF	32 HP	7th Floor,Shri Rang Heights, Koba Road	1	1
Daikin VRF	36 HP	7th Floor,Shri Rang Heights, Koba Road	1	1
<b>Total VRF System</b>		<b>Total VRF System</b>		<b>4</b>
<b>Voltas Tower AC</b>	2.0 TR	GNFC Infotower,Ahmedabad	1	1
<b>Total Qty</b>				<b>120</b>

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b) **AC Manufacturer-Wise Segmentation**

<b>Manufacturer</b>	<b>Total Quantity</b>
Carrier	108
Panasonic	1
York	1
Bluestar	2
Voltas	4
Hitachi	2
Daikin	2
<b>TOTAL</b>	<b>120</b>

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## Section – III, MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders.

- a) **Authorised Service Provider** : Bidder should be authorised service dealer of Carrier or authorised service dealer of at least any three of the following four companies;
- I. Blue star,
  - II. Voltas,
  - III. Hitachi,
  - IV. Daikin

It may be noted that the qualifying agencies have to provide CAMC (Comprehensive Annual Maintenance Contract) for total 120 nos. of AC as mentioned in Section – II.

- b) The Bidder shall be stationed locally by a dedicated branch/registered office/authorised service centre in Ahmedabad or Gandhinagar. Agency should have service site in Gandhi Nagar/ Ahmedabad Gujarat.
- c) The submission in JV / Consortium is not allowed.
- d) **Work Experience** : The tenderers will be qualified only if they have successfully completed work(s) during last 7 years ending last day of the month the month of tender submission as given below:
- (i) At least one “similar work”\*\* of value of Rs.3.99 Lacs  
OR
  - (ii) Two “similar works” \*\*each of value of Rs.2.50 Lacs  
OR
  - (iii) Three “similar works”\*\*each of value of Rs.2.00 Lacs

\*\*Similar Nature of Work for this contract shall be Supply, Installation, Testing, Commissioning / Maintenance / Repair of Split ACs/Cassette ACs/VRFs in any Central Govt./state Govt./PSUs or any Private Limited company.

### Notes:

- The tenderer shall attached the details of work executed by them in the Performa prescribed in Annexure - II for the work to be considered for qualification of work experience criteria. Documentary proof such as LOA, Work order, completion certificates from the 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, work is executed for private client documentary proof such as copy of work order, Bill wise details of payment received certified by CA, TDS certificates for all the payments received, copy of final/ last bill paid by the client should be provided. The offers submitted without this documentary proof shall not be evaluated.

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- Value of successfully completed portion of any ongoing work up to 30-09-2021 will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to 30-09-2021 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.

e) **Financial Standing:**

The Average Annual Turnover of last 3 Financial Years (FY 2018-19, 2019-20 & 2020-21) of the bidder should be minimum **Rs.3,99,200/- (Indian Rupees : Three Lakh Ninety Nine Thousand Two Hundred Only)** per year from providing similar work for Air Conditioners & VRF Systems maintenance and repair services in India. The Turn Over must be certified by the Statutory Auditor/Chartered Accountant.

f) **Submission of Undertaking by the Bidder on the following as per Annexure V:**

- 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.

**Other Submissions:-**

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 PAN, TAN, GST Registration number etc.

Notes:

1. The Bidder are advised to submit his Technical Bid both in Online and Physical in spiral / binder book with index, page numbering, sign and stamp on each and every page.
2. 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.

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## Section IV, SCOPE OF WORK

- 1) Under Comprehensive Annual Maintenance Contract (CAMC), the Agency has to provide 4 (four) free services in a year and out of them 2 (two) services should be completed in the months of summer in such a way that functioning of all Air Conditioners (A.C.) & VRF Systems remain smooth and effective in all GMRC offices. (Refer Section II: List of Air Conditioners & VRF Systems).
- 2) The contractor shall depute 2 qualified and experienced technicians with mobile phone on full time basis, exclusively for the maintenance of the ACs installed at GMRC offices. Calls should be attended promptly and within a reasonable time on all days, including Sundays and Holidays. Agency shall be responsible for such arrangement and liable to fulfil all statutory dues. GMRC shall ensure compliances as per labour law act.
- 3) The term comprehensive maintenance and service shall include everything like oiling, cleaning, greasing, servicing, gas/refrigerant refilling, wiring, uninstall/reinstall of AC from one office to another office, repairs and replacement of any electrical/non-electrical spare parts such as air filters, compressor/motor/PCB of ACs/VRF systems, bracket/outdoor unit stand, copper piping, communication cable, decommissioning etcetera
- 4) Agency shall take a prior approval from Admin Department to initiate quarterly service at GMRC offices. (i.e.Karmayogi Bhavan, Nirman Bhavan, Koba & GNFC).
- 5) The contractor shall use only original ISI marked spare parts for repairs/replacement. Contractor shall take prior approval before installation of the new spare parts whenever it is required. Original spare parts should be validated by the admin officials. Documentary proof of originality and invoice should be submitted along with the old spare parts which would be replaced. In case the contractor fails to provide ISI marked spare parts and if found installed spare parts of inferior quality, a penalty of doubled the cost of that particular spare part shall be imposed and the amount will be recovered from subsequent bill..
- 6) GMRC Ltd. reserves the right to terminate the contract at any point of time during the tenure of contract, if the services are not found satisfactory or if the contractor dishonors the contract. The decision of the GMRC Ltd. in this regard shall be final and binding upon the contractor.
- 7) Any financial loss caused due to damage of any part of the ACS of the GMRC Ltd. by the contractor would be deducted from the security deposit/bills.
- 8) No AC or any part thereof shall be taken out by the Agency to the workshop. The work is to be carried out in the premises of the GMRC Ltd. However, the work which cannot be done in the office premises would be allowed to be done outside with written permission from Administration department and no extra charges will be paid for this work.
- 9) If an AC is disposed of by GMRC Ltd. Or is otherwise taken out of use, the payment of CAMC charges will be made only till the AC remained in use.

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- 10) The firm shall have to attend all complaints on information/direction received from the administration department. The services would be provided on regular basis during office hours and also in the case of emergency beyond office hours or holiday(s).
- 11) If the work of the contractor is found unsatisfactory or if the contractor dishonors the contract, the job will be entrusted to any other firm/parts at the risk expenses of the defaulting contractor.
- 12) No increase in amount shall be considered at all during the full period of CAMC. No any other charges will be payable like transportation, fare etc. for providing the services at any GMRC site/office.
- 13) The job will be entrusted on the basis of all inclusive rate on "As is where is" on competitive rate basis.
- 14) In future if there is change in number of air conditioners & VRF Systems, the amount will be paid as per the number of air conditioners & VRF Systems. The quantity of Air Conditioners & VRF Systems mentioned in Annexure-A is indicative one and may increase or decrease during the contracted period. The agency will have to abide by in providing said services accordingly.
- 15) GMRC Ltd. shall reserve all rights to make changes in the terms and condition or variation in the mentioned contract by a notice in writing to the agency.

Deduction for Exceptions:

- 1) In case of breakdown of any machine, call must be attended on the same day, failing of which shall invite penalty of 5% of basic contract value and the same shall be deducted from the monthly bill of agency. No payment for CAMC for a particular AC Unit will be made if the AC Unit is out of order for more than 10 days in one season.
- 2) If agency fails to attend the service call within two working hours of time, penalty of Rs.500/- for each defaulted day shall be deducted from the monthly bill of agency.
- 3) If the air-conditioner is taken out for major repairs, alternative service unit should be provided in place of existing unit, failing of which shall invite penalty of Rs.1000/- for each defaulted day and the same shall be deducted from the monthly bill of agency.
- 4) Any financial loss caused due to damage of any part of the ACs/VRF or any other assets of GMRC by the agency or its technicians, the same would be deducted from the performance guarantee or subsequent bills of agency.
- 5) If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or by any means alleged to have done by the agency, it shall be recovered by GMRC from the Agency's monthly invoices or performance guarantee.
- 6) GMRC will deduct the statutory tax, penalties etcetera if applicable from each bill time to time without consent of the agency at its own discretion.
- 7) On any particular incident negatively affecting the working of GMRC, a suitable amount of penalty as decided by CAO of GMRC will be deducted from the agency's monthly bill/performance guarantee.

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Routine Maintenance:

The routine maintenance service shall include at least the following services:

**PREVENTIVE MAINTENANCE SCHEDULE CHECKSHEETS  
Monthly Checklist for Air Conditioner Units**

S.No.	Maintenance Activity	Status	Remark
1	Inspection of AC units and check for any abnormality in operation.		
2	Removing of Air Filters, cleaning and re installation of same on AC Units.		
3	Check the pressure of refrigerant and if found less than normal, carry out the leak test and fulfil the refrigerant after rectification.		
4	Check the refrigeration system, motor, compressor, and starters for performance and ensuring the overall healthy condition of units.		
5	Check the wiring of the Blower, Condenser fan, Compressor for any abnormality and other electrical connection tightness check.		
6	Check the working of electrical panel's equipments like contactor, overload relay etc.. If any abnormality found then attended/ replaced the same.		
7	Check all drain points for any obstruction to proper drainage. If found some problem then should be rectified.		
8	General Cleaning and brushing of the Unit		
9	Check abnormal sound from the Bearing of Compressor, Condenser & Blower Motor		
10	Measurement of Room Temperature through Sling Thermometer		
11	Cleaning of Drain Holes (Water outlet of Indoor Unit).		

**Quarterly Checklist for Air Conditioner Units (in addition to Monthly activities)**

S.No.	Maintenance Activity	Status	Remark
1	Cleaning of condenser coils with approved chemical.		
2	Evaporator/Cooling Coil Cleaning		

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3	Check the working of voltage stabilizer and check the level of insulating oil and maintain it.		
4	Check the thermal insulation for damages and bursting. It will be attended.		
5	Total Current Drawn (Amp.)		
6	Current Drawn (Amp.) ( For compressor, Condenser and blower Motor)		
7	Back Pressure (PSI) and Head Pressure.		
8	Insulation of refrigerant piping's & ducts and replace with nitrile rubber if found defective.		

**Half Yearly Checklist for Air Conditioner Units (in addition to Quarterly activities)**

S.No.	Maintenance Activity	Status	Remark
1	Cleaning and washing of condenser coil, with the approved non - damaging chemical.		
2	Cleaning of Evaporator coils with approved cleaning agent.		
3	Proper Cleaning of Contractors, Relays, Timings and connectors inside the Electrical Panel.		
4	Check and attend the complete wiring system of AC unit (Indoor & Outdoor unit) for looseness. If wiring found overheated it will be replaced by new one.		

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## Section – V, TENDERING PROCESS

Gujarat Metro Rail Corporation (GMRC) Limited (herein after referred to as GMRC or GMRC Ltd), A Special Purpose Vehicle (SPV) of Government Of India (GoI) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies stationed locally in Ahmedabad/Gandhinagar and CAMC (Comprehensive Annual Maintenance Contract) for Split/Cassette ACs and VRF System of different make at GMRC Gandhinagar for the period of one year and further extendable up to one year if the performance of the Agency is found satisfactory.

Tender is invited in two parts i.e. **(1) Technical Bid (Online as well as physical form) (2) Financial bid (online only).**

### **(1) Technical Bid (Online as well as physical form)**

Technical Bid shall be submitted both online and physical form by three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

**Envelope – 1**, should marked as “Tender Fees and Undertaking for EMD in Annexure-IV”,

**Envelope – 2**, should marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure – VII. **The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.**

**Envelope – 3**, should marked as “Tender Document” containing the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document

**Hence, the outermost envelope/package will contain three sealed inner envelopes.**

The name of the Proforma / Envelope to be mentioned clearly in words Envelope – 1, “Earnest Money/Tender Fees”, Envelope – 2, “Qualification cum Technical Bid” and Envelope – 3 “Tender Document” as the case may be on the top of the respective Proforma / Envelope.

These three envelopes to placed in a single cover / envelope clearly written on the top as **“CAMC (Comprehensive Annual Maintenance Contract) for Split ,Cassette ACs and VRF Systems installed at GMRC Offices”** which should be submitted in physical form on or before the last date and time of tender submission. **Late submission of tenders will not be accepted.**

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The Bid duly completed in all respects with the inscription as mentioned above should be submitted on or before the last date and time of submission to **Sr. DGM (Civil & Procurement)** at office address mentioned in the NIT, Key details. .

The successful bidder of the tender shall have to submit a Performance Guarantee/Security Deposit in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of **3% of Contract Value** to be drawn in favour of **“Gujarat Metro Rail Corporation (GMRC) Limited”**,” within 21(Twenty One) days from the issuance of LOA (Letter of Acceptance) with a validity of **90 days** beyond the expiry of contract agreement.

**Each and every page of these submission (i.e. Technical Bid, Envelope – 1 to 3) must be signed, stamped by the authorised person of the Agency.**

**(2) Financial bid (online)**

**Financial Bid is not to be submitted in physical form** as it has to be filled up on portal **online** at <https://gmrc.nprocure.com>. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid is prescribed in tender document as ‘Online financial proposal’ at **Annexure – III**.

The power to accept a tender is vested with GMRC, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders wherein any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. Canvassing in any form in connection with tender is strictly prohibited and the tender submitted by the bidders who resort to canvassing will be liable for rejection. The bidder shall sign and stamp each page of the tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid.

The Bidder shall fill up the information in the **Annexure - I** enclosed at the end of this document in clear and legible terms. Annexures will also have to be signed and stamped by the bidder through its authorized signatory only. The tender forms shall be rejected if it is not complete in any aspect. The bidders are advised to check the website of N Procurement and GMRC Ltd. regularly for any amendments, if any.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Section – VI, INSTRUCTIONS TO BIDDER

### **(1) Period of Contract:**

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

### **(2) Tender Fee and Earnest Money Deposit (EMD)**

**2.1 Tender Fees:** - Demand Draft or Pay-Order or Banker's Cheque of **Rs.1,000/- (Rupees One Thousand Only) Non-refundable** as Tender Fees to be drawn in favour of **“Gujarat Metro Rail Corporation (GMRC) Limited”**,” payable at Gandhinagar/ Ahmedabad.

**2.2 EMD:** Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Annexure - IV at the time of online bid submission. If Undertaking for Tender Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected”,

2.2.1 Bids of those Bidders who have not submitted the requisite tender Fees and EMD shall not be considered for evaluation.

### **(3) Performance Guarantee:**

The successful bidder of the tender shall have to submit a Performance Guarantee/Security Deposit in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee from nationalised bank of **3% of Contract Value** to be drawn in favour of **“Gujarat Metro Rail Corporation (GMRC) Limited”**,” within 21(Twenty One) days from the issuance of LOA (Letter of Acceptance) with a validity of **90 days** beyond the expiry of contract agreement. In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of GMRC Company Ltd. This Performance Guarantee shall be released only after 90 Days from the date of expiry of the contract.

### **(4) ONE BID PER TENDERER:**

Each bidder shall submit only one tender either by himself/herself as sole. The submission in JV / Consortium is not allowed.

### **(5) COST OF BID:**

The bidder shall bear all costs associated with the preparation and submission of the bid and GMRC will in no case, shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

### **(6) AMENDMENT TO BID DOCUMENT:**

At any time, prior to the date of submission of bids, the GMRC Ltd. may for any reason, at its discretion, whether at its own initiative or in response to a clarification by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on GMRC website

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[www.gujaratmetrorail.com](http://www.gujaratmetrorail.com) & <https://gmrc.nprocure.com> and these amendments will be binding on the bidders. Bidders are advised to visit GMRC website regularly for updates in this regard.

**(7) RIGHT OF ACCEPTANCE/ REJECT :**

**7.1** Tenders received without Tender Fee and EMD(Tender Security) Declaration as per Annexure - IV will not be considered at all.

**7.2** The Competent Authority of GMRC, Gandhinagar, reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind himself to accept the lowest or any specific bids. The decision of the Competent Authority of GMRC in this regard shall be final and binding.

**7.3** Late / delayed tenders received in GMRC due to any reason whatsoever will not be accepted under any circumstances

**7.4** In the event of any disputes arising out of the execution of Rate Contracts/Supply Orders, the matter will be referred to Competent Authority of GMRC and his decision shall be binding to both the parties.

**7.5** Quotations qualified by such vague and indefinite expressions such as “subject to prior confirmation”, “Subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.

**7.6** The Quotations and any order resulting from this enquiry shall be governed by our conditions of Contract/Purchase Order and supplier quoting this enquiry shall be deemed to have read and understood the same in to.

**(8)** Not Used

**(9) LANGUAGE:**

Bids and all accompanying documents shall be in English as far as possible.

**(10) VALIDITY OF CONTRACT:**

The Rate Contracts shall be valid for the period of one year from the date of awarding the contracts. The Annual Rate Contract awarded as a result of this Tender inquiry will be in the nature of a Standing offer. Actual Supply Order may be placed from time to time against the RCs concluded on the basis of such rate contract(s). No guarantee can be given as to the minimum or actual services usage.

**(11) PARALLEL RATE OF CONTRACT:**

GMRC reserves the right to conclude parallel Rate Contracts with a number of agencies and place Order on any of such firm that may be the most economical to it or suitable to its requirements.

**(12) CURRENCIES OF BID AND PAYMENT:**

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The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only.

**(13) Submission and Evaluation of Bids: -**

**13.1** The Bid shall be submitted on or before the last date and time of tender submission and addressed to the Sr. DGM – (Civil & Procurement) at Karmayogi Bhavan, Gandhinagar. Late submission of tenders will not be accepted.

**13.2** The bidder shall submitted all document mentioned in Annexures in prescribed format along with relevant documents mention therein.

**13.3** Bidders are requested to quote their prices on a firm & fixed basis only for the entire period of the rate contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway.

**13.4** Tenderer may note that if the date of tender opening given in this Tender Document is declared to be a gazette holiday, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in GMRC will stand automatically extended up to first day of the next working day in the Government offices.

**13.5** It shall be the responsibility of the bidder / tenderer to ensure that this tender is submitted in both online and physical form (i.e. Technical Bid) and online form (i.e. Financial bid) on e-tendering portal <https://gmrcnprocure.com> 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.

**13.6** Technical Bid Evaluation

The Technical Evaluation will be done based upon the criteria laid done in Section – III (i.e. Minimum Eligibility Criteria) of tender document and bidder's submission.

**13.7** Financial Bid Evaluation

Refer Annexure III for Proforma of Financial Bid. L1 will be decided based on the Total (6), which is the sum total of values of column (5) quoted by tenderer in the proforma for financial bid.

**Help Desk Link for E-Tendering: -**

**In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n) Procure Support team: -  
(n)Code Solutions-A division of GNFC Ltd.,**

(n)Procure Cell  
403, GNFC Infotower, S.G. Road,  
Bodakdev, Ahmedabad – 380054 (Gujarat)

**Contact Details**

**Fax** : +91-79-40007533  
**E-mail** : [nprocure@ncode.in](mailto:nprocure@ncode.in)

**TOLL FREE NUMBER : 1800-419-4632**

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**Operating System & System Requirements: -**

**Opening Website in IE 8/9/10** - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display all **Opening Website in IE 11.** - Open IE ->Menu Bar -> Tools-> Compatibility View Settings -> Add website in compatibility view ->Select below option only "Display Intranet Sites in Compatibility View". Don't Close IE. And open the website.

**New DSC Purchase & Renewal L:** 079 – 66743289/ 66743300 / 200

Email Id :	<a href="mailto:dscsupport@ncode.in">dscsupport@ncode.in</a>
	<a href="mailto:dscsales@ncode.in">dscsales@ncode.in</a>

**DSC Support Toll Free Number: 1800 - 419 - 4455**

It is to be noted that the bids shall remain valid and open for acceptance **for a period of ninety (90) days from the date of bid submission.**

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

14.1 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.

14.2 The issue of Letter of Acceptance (LOA) shall constitute the intention of GMRC Ltd. to place the Purchase/Work Order with the successful bidder.

14.3 Upon issuance of LOA, the successful bidder shall submit Performance Guarantee/Security Deposit in conformity with the bid documents, in stipulated time period which is within 21 (Twenty one) 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.

**(15) CANCELLATION OF LETTER OF ACCEPTANCE:**

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee/Security Deposit in stipulated time (within stipulated period 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.

**(16) 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.

**(17) CLARIFICATION OF TENDERS:**

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance

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of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

**(18) MISCELLANEOUS:**

- 18.1 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.
- 18.2 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 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.
- 18.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
- 18.4 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.
- 18.5 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](mailto:snehal.shah@gujaratmetrorail.com), Telephone +91 79 23248572, Extension 527, within 10 days from the date of issuance of the tender. The clarifications and amendments, if needed will be issued within 5 days from the last date of query submission date. Queries after the stipulated time period i.e.10 days from the date of issuance shall not be considered in any case.
- 18.6 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.

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Signature & Stamp of Bidder (Authorised Person from Bidder)



## Section – VII, TERMS AND CONDITIONS

### 1. PAYMENT TERMS :

Payments shall be made on quarterly basis on submission of the bill duly supported by user certificate to the effect that machine has been serviced properly and working in good condition. The Agency shall submit the bills along with below documents duly signed by agency.

- Invoice duly signed and stamped by authorized person of agency in duplicate
- Signed and stamped copy of service reports by Admin Department and agency.
- Duly signed copy of order/instructions received by Admin Department.

### Deduction for Exceptions:

- 1) In case of breakdown of any machine, call must be attended on the same day, failing of which shall invite penalty of 5% of basic contract value and the same shall be deducted from the monthly bill of agency. No payment for CAMC for a particular AC Unit will be made if the AC Unit is out of order for more than 10 days in one season.
- 2) If agency fails to attend the service call within two working hours of time, penalty of Rs.500/- for each defaulted day shall be deducted from the monthly bill of agency.
- 3) If the air-conditioner is taken out for major repairs, alternative service unit should be provided in place of existing unit, failing of which shall invite penalty of Rs.1000/- for each defaulted day and the same shall be deducted from the monthly bill of agency.
- 4) Any financial loss caused due to damage of any part of the ACS or any other assets of GMRC by the agency or its technicians, the same would be deducted from the performance guarantee or subsequent bills of agency.
- 5) If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or by any means alleged to have done by the agency, it shall be recovered by GMRC from the Agency's monthly invoices or performance guarantee.
- 6) GMRC will deduct the statutory tax, penalties etcetera if applicable from each bill time to time without consent of the agency at its own discretion.
- 7) On any particular incident negatively affecting the working of GMRC, a suitable amount of penalty as decided by CAO of GMRC will be deducted from the agency's monthly bill/performance guarantee.

### 3. Signing of Agreement

The Tenderer should note that in the event of acceptance of the Tender, the Tenderer will be required to execute the Contract Agreement with in a period of 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later.

### 4. 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.

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**4. Change in Conditions of 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 abiding to the same and no representation in the said manner will be allowed/entertained.

**5. Termination:**

1. If the Agency fails to perform its duties/functions satisfactory as prescribed by GMRC, 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.
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.
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.
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.
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 and subsequent disqualification for participation in any future tender by GMRC. In such a case, the performance guarantee will also be forfeited.
6. Any repetition of penalty may be resulted into termination of contract as mentioned in penalty terms and conditions.

**6. Statutory Compliance with Laws, Regulations and Orders:**

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

**7. 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.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Annexure – I, Contact Details

**Applicant must fill in this form**

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	<b>Details of Tender Fees</b>	
	a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
7	<b>Details of EMD</b>	
	a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	

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## Annexure – II, Experience & Financial Details

### (i) Technical Experience,

This Annexure must be supported with original certificates

S N	Similar Contract descripti on	Contract Identificati on Number	Award date & Comple tion date	Employer's Name, address, telephone number, e- mail etc.	Role in contract	Completion cost	Value of similar work in complet ed work
1							
2							
3							
4							
Add required number of rows							

#### **NOTE:**

1. 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 (**Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered**) which clearly mentioned the amount for "similar Air Conditioners & VRF Systems CAMC" work.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. The contractor is also required to attach copy of letter of award, completion certificate etc. with respect to the experience claimed by the Contractor.

### (ii) Financial Detail

Description	FINANCIAL YEARS		
	2020-21	2019-20	2018-19
Annual Turnover (in INR)			
Average Annual Turnover (in INR)			
Name of Chartered Accountant (CA)			
Seal & Signature of CA			

Signature & Stamp of Bidder (Authorised Person from Bidder)

Membership No. of CA	
Unique Document Identification (UDI) Number of CA	

**Note:**

1. The bidder is advised to attach the documentary evidence (i.e. LOA, Completion certificate etc.) along with filled Annexure – II, as mentioned above.
2. The financial data in above prescribed format, Annexure – II shall be certified by Chartered Accountant in original under his signature, stamp and membership number.
3. In case audited balance sheet of the last financial year (i.e. 2020 – 21) is not made available by the agency, 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 ‘2’ audited financial years will be taken into consideration for evaluation.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Annexure – III, Financial Bid

PROFORMA FOR FINANCIAL BID

1. Name, Address and Telephone Number of the Agency/Firm:
2. Name of Proprietor/ Authorized Signatory with Tel No. :
3. Rates Offered :

**Comprehensive Annual Maintenance Contract**

	AC Units (Capacity in Ton for AC/ HP for VRF)		Quantity	CAMC Rate per unit per year #	Total* Col [(3) X (4)]
(1)	(2)		(3)	(4)	(5)
	<b>Split AC</b>	1.0	54		
		1.5	19		
		2.0	12		
	<b>Cassette AC</b>	2.0	9		
		3.0	7		
		4.0	14		
	<b>VRF</b>	8	1		
		12	1		
		32	1		
		36	1		
	<b>Voltas Tower AC</b>				
		1	1		
	<b>TOTAL</b>		<b>120</b>		
	<b>Total Price (6) =</b>				<b>Total of Column (5)</b>

\* Exclusive of taxes

# The term maintenance will include: Schedule preventive maintenance services which cover periodic and breakdown servicing, installation, dismantling, oiling, cleaning, greasing, servicing, "gas/refrigerant charging, wiring, uninstall/reinstall of AC from one office to another office, repairs along with replacement of any electrical/non-electrical spare parts such as air filters, compressor/motor/PCB of AC or VRF systems, bracket/outdoor unit stand, copper piping, communication cable, decommissioning etcetera.

**Declaration :** I/We have read and understand the terms and conditions and scope of work of the Tender. We have inspected the site and have understood the scope of work and I/We have quoted the rates accordingly.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

Place:

Date :

(Signature of authorized signatory)

Name & Designation

Seal of the Firm/Agency

Note:

1. The bidder can see the tender wise details in Section – II (i.e. AC UNIT DETAILS FOR OFFICES OF GMRC LTD.) of Tender Document.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Annexure – IV

### UNDERTAKING FOR TENDER SECURITY DECLARATION

We, \_\_\_\_\_(Legal Name of Tenderer) hereby confirm that we are submitting the tender \_\_\_\_ (Name of the work as per Clause 1.1.1 of NIT) floated by GMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the Re-tender of this work and also will be debarred from participating in any tender of GMRC for a period as specified in table below:

S.No.	Case	Period of ban*
1	a) if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package (in case of two package system); or	One year
2	a) if we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ; or b) if we do not accept the correction of our Tender price, in terms of Clause 13.7 of Section-VI, during evaluation of Financial Proposal; or c) if, having been notified of the acceptance of our Tender by GMRC during the period of tender validity, we  (i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause 14 of Section-VI and/or  (ii) fail or refuse to furnish the Performance Security in accordance with Clause 3 of Section-VI and/or  (iii) fail or refuse to enter into a Contract within the time limit specified in Clause 3 of Section-VII .	In all the cases TWO years

\*Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be.

STAMP & SIGNATURE OF AUTHORISED  
SIGNATORY

**Note:**

1. The undertaking shall be signed by authorized signatory of the tenderer.

Signature & Stamp of Bidder (Authorised Person from Bidder)



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

**UNDERTAKING**

To,  
The Senior Deputy General Manager- Civil & Procurement ,  
GMRC Limited, Block No. 1, 1<sup>st</sup> 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 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.
4. 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.

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Annexure- VI

### (Affidavit for Unaudited Balance Sheet)

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

**(To be filled by the bidder\* in case their Balance Sheet for F.Y. 2020-2021 has not been audited. If the Balance sheet for F.Y. 2020-21 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. 2020-21** has actually not been audited/ or under finalization so far.

**Signature of authorized signatory on behalf of Tenderer**

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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Annexure – VII, Check list

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

<b>Sr No.</b>	<b>Document to be Submitted (i.e. Technical Bid)</b>	<b>Yes or No</b>
<b>1</b>	<b>Technical Bid</b>	
a.	<b>Envelope – 1 (i.e. Tender fees and undertaking for EMD)</b>	
b.	<b>Envelope – 2 (i.e. Qualification cum Technical Bid)</b>	
c.	<b>Signed &amp; Authorised Service Provider Certificate of Manufacturer/s</b>	
d.	Signed & stamped copy of the agency's registration with all concerned Govt. authority (Register of Companies etc.) along with the signed and stamped each page of tender document as token of acceptance of all the terms & condition of the entire tender.	
e.	Signed & stamped copy of PAN card and TAN 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-I	
f.	Board Resolution, MoU & Power of Attorney in favour of authorized signatory on behalf of the Contractor	
g.	Signed & stamped copy of GST registration number and GST return data of last 3 months.	
h.	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.	
i.	Signed & stamped copy of the latest IT return of last 5 years filed by agency	
j.	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. Refer notes in Clause c) of Minimum Eligibility Criteria.	
k.	Annexure-I (Contact Details – filled by Applicant), Annexure II (Experience and Financial Details), Annexure-III (Financial Bid) Annexure-IV (Undertaking for Tender Security declaration) Annexure-V (Undertaking) Annexure-VII (Check List)	
l.	Annexure VIII (Form of Tender)	
m.	Annexure IX	
n.	<b>Envelope – 3 (i.e. Unfilled Signed and Stamped Tender Document)</b>	

Note :

1. The bidder are advised to submit the Envelope –2 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- VIII, FORM OF TENDER

### (Undertaking as per Clause 1.1.3)

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 90% (as specified in Clause 1.1.3). **The details including name of vendor, location and percentage of local content is enclosed as Annexure-IX.**

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

**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

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#### Note :

1. This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 1.1.3 of NIT.
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Signature & Stamp of Bidder (Authorised Person from Bidder)

## Annexure – IX

**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

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Signature & Stamp of Bidder (Authorised Person from Bidder)