



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

Tender No. GMRC/SURAT/TEA COFFEE/R/2022

Date: 07-05-2022

“Supply of tea/Coffee Raw Materials at Surat Office of GMRC”

TENDER DOCUMENT Comprises of:

- Section I : Notice Inviting Tender
- Section II : Minimum Eligibility Criteria
- Section III : tendering process
- Section IV : Instruction to Bidder
- Section V : Terms and Conditions of Contract
- Annexure – 1 to 10



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

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Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – I, NOTICE INVITING TENDER

Press Notification:



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

TENDER NOTIFICATION No: GMRC/SURAT/TEA COFFEE/R/2022

Date: 07-05-2022

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

Tender Name	Tender Fees
"Supply of tea/Coffee Raw Materials at Surat Office of GMRC"	INR 1,000

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 30-05-2022.

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 without any obligation or press notification or other proclamation.

**Managing Director
GMRC, Gandhinagar**

Signature & Stamp of Bidder (Authorised Person from Bidder)

NOTICE INVITING TENDER**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, **“E-Tender for Supply of tea/Coffee Raw Materials at Surat Office of GMRC”**

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/SURAT/TEA COFFEE/R/2022
B. Name of Work	“Tender for Supply of tea/Coffee Raw Materials at Surat Office of GMRC”
C. Estimated Amount of Work	INR 2.65 Lakh
D. Cost of Tender Document	INR 1,000/- only inclusive of GST (Non-refundable) [Demand Draft /Banker’s cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of “GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED] and payable in Gandhinagar/ Ahmedabad.
E. Tender Guarantee/ EMD	Amount of Tender Security:- INR 5,300/- (Refundable) [Demand Draft /Banker’s cheque/ Pay Order/Bank Guarantee/FD 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.
F. Last Date and time of submission of E-Tender	Date: 30-05-2022, 15:00 Hrs <ul style="list-style-type: none"> • Financial Bid is to be filled up on the online portal https://gmrc.nprocure.com as per details required to be provided and mentioned in the Annexure - 3, Pricing Document of the Tender document. • Technical Bid is to be submitted both online and physically in printed and duly signed. The address and other details are given hereinafter.
G. Opening of Technical Bid	On the day of submission of Filled-In Technical Bid at 15:30 Hrs (IST)

Signature & Stamp of Bidder (Authorised Person from Bidder)

H. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone.
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)	Senior Deputy General Manager- 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. Bid Security Validity	90 + 30 = 120 days from the last date of submission of technical bid.
L. Performance Guarantee	3% of accepted value of work (LOA)
M. Contract Period	1 (one) year from the date of award of contract and further extendable to 1 (one) year if performance of agency is found satisfactory

As per MSME Act 2012 and amendment thereof, the firms 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 Contract / similar work as applicable as on the date of tender submission.

1.1.3.1 Eligible Applicants

(I) 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 defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020

Signature & Stamp of Bidder (Authorised Person from Bidder)

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 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 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.

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:

- 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 minimum local content and provide

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self- certification that the item offered meets the minimum 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-9 and Annexure-10 duly filled to be uploaded along with the technical bid. In case, bidder do not upload/submit Annexure-9 and Annexure-10 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.

(II) 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

- (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

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.

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. The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.

Signature & Stamp of Bidder (Authorised Person from Bidder)

- (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
- (4) The Tender Document comprises of following documents;
- Section – I, Notice Inviting Tender
 - Section – II, Minimum Eligibility Criteria
 - Section – III, Tendering Process
 - Section – IV, Instruction to Bidder
 - Section – V, Terms and Conditions of Contract
 - Annexure – 1 to 10
- (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 of 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. Our Contact person for this tender is Sr. DGM (Civil & Proc.) with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527

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Section – II, MINIMUM ELIGIBILITY CRITERIA

1. Bidders must have **valid FSSAI license** under prevailing Food Safety and Standards Act, 2006 (If all materials/products, manufactured & supplied by one company only, then FSSAI license of manufacturer is required).
2. The bidder shall be **stationed locally** by a dedicated branch or through registered office in Surat for **minimum last three years** as a Food Trader under **Shop & Establishment Act**.
3. Bidders should possess a minimum of **continuous three (3) years of experience** for similar kind of services of providing Tea/Coffee in Surat during last seven years ending last day of the month previous to the month of tender submission. The experience details shall be filled in the format provided in Annexure 2 along with work completion certificate.
4. The similarity and suitability of the experience shall be assessed by GMRC on the basis of documentary proof furnished by Bidders. GMRC may make cross-reference to confirm the documentary evidences. Bid/s without the documentary proof shall be liable for summarily rejection.
5. The Average Annual Turnover of last 3 Financial Years (FY 2018-19, 2019-20 & 2020-21) of the bidder should be minimum **Rs. 2.12 Lakh** from providing Tea/Coffee services. The Turnover should be certified by the Statutory Auditor/Chartered Accountant.
6. Submission of Undertaking by the Bidder on the following as per Annexure – 4.
7. 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 6).
2. Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure- 2 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 such a case the financial data of previous audited financial years will be taken into consideration for evaluation
3. 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.
4. Deleted.
5. The bidder are advised to submit his bid in spiral / binder book with index, page numbering, sign and stamp on each and every page.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – III, 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 Surat engaged in the business of providing Tea/Coffee raw materials as per the requirements for GMRC's office for the period of one year and further extendable to one year if the performance of the Agency is found satisfactory.

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

(1) Technical Bid (online and physical form)

Technical Bid shall be submitted in 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 tender security ”

Envelope – 2, should marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure –6. **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 and 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 clearly written on the top as “**Tender for Supply of tea/Coffee Raw Materials at Surat Office of GMRC**” which should be submitted both online and physical form on or before the last date and time of tender submission. **Late submission of tenders will not be accepted.**

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 in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of **3% of Contract Value** to be drawn in

Signature & Stamp of Bidder (Authorised Person from Bidder)

favour of “**GMRC Limited**” within seven 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 - 3**.

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-1** 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.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – IV, INSTRUCTION TO BIDDERS

(1) ONE BID PER BIDDER:

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

(2) 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.

(3) 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 / (n)Procurement website and these amendments will be abiding to the bidders. Bidders are advised to visit GMRC / (n)Procurement website regularly for updates in this regards.

(4) EXTENSION OF TIME:

In order to give prospective bidders required time to take the amendments into action in preparation of their bids, GMRC Ltd. may at its discretion extend the timeline for submission of bid suitably.

(5) VISIT TO OFFICES / SITE OFFICES:

The bidder is required to provide Tea/Coffee vending machine at GMRC offices. However, in case, if required GMRC may request existing successful agency to provide Tea/Coffee vending machine at other stations / office etcetera of GMRC. Hence, the bidder is advised to visit all these venues and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has visited to GMRC offices, Stations and is fully aware about the **type of machines and quality of Tea/Coffee required by GMRC.**

(6) LANGUAGE:

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

(7) FORM OF BID:

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is partnership firm/company, the Form of Bid shall be duly signed by an authorized representative **who must demonstrate authority** for the same with an acceptable documentary proof. Signatures on the Form of Bid shall be witnessed and dated.

(8) CURRENCIES OF BID AND PAYMENT:

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

(9) RIGHT TO VARY QUANTITIES:

GMRC reserves the right at the time of award of the contract or during the contract period to **increase or decrease the quantity of materials** in the schedule of requirements without any change in unit price quoted by bidder which shall be abiding to bidder.

(10) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

GMRC Ltd. does not bind itself to accept lowest or any other bids and has the right to cancel the bidding process and reject all bids or some bids or single bid at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder/bidders on the grounds for the company's action.

(11) TECHNICAL BID SUBMISSION BOTH ONLINE AND PHYSICAL FORM: -

(11.1) Technical Bid (i.e. Qualification cum Technical Bid to be submitted in three separate envelope comprising of following details / submission.

Envelope – 1, should marked as “Tender Fees and EMD i.e Tender Security”,

Envelope – 2, should marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure – 6. **The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.**

and

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

These three envelopes to placed in a single envelope / cover clearly written on the top as “**Tender for Supply of tea/Coffee Raw Materials at Surat Office of GMRC**” which should be submitted in physical form on or before the last date and time of tender submission to Sr. DGM – (Civil & Procurement) at Karmayogi Bhavan, Gandhinagar on or before the last date and time of tender submission.

The details to be submitted in Technical Bid (i.e. Qualification cum Technical Bid) are summarised in Annexure – 6.

(11.2) Tender Fee and Earnest Money Deposit (EMD)

Tender Fees: - Demand Draft or Pay-Order of **Rs.1,000/- (Rupees: One Thousand Only) Non refundable** as Tender Fees to be drawn in favour of “**GMRC Limited**” payable at Gandhinagar/Ahmedabad on or before the last date and time of submission.

Tender Guarantee/ EMD- Amount of Tender Security:- INR 5,300/- (Refundable)
[Demand Draft /Banker's cheque/ Pay Order/Bank Guarantee/FD 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.

(11.3) Technical bid without EMD, Tender fees shall be summarily rejected.

(11.4) EMD of the unsuccessful bidders will be returned to them after Issue of LOA to successful Bidder.

(11.5) No interest will be paid to the bidders on EMD submitted.

(11.6) EMD of the successful bidder shall be returned on receipt of Performance Guarantee and after signing the Contract Agreement.

(11.7) EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

(11.8) EMD shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified by GMRC Ltd.

(11.9) The Technical Bid should consist of the following documents as per Annexure-6:

- a. Signed & stamped copy of the FSSAI license under Food Safety and Standards Act, 2006 as mentioned in Minimum Eligibility Criteria.
- b. Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act. Selfattested 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/any other firm and if partnership firm/company, names addresses and telephone numbers of all Directors/Partners along with **Annexure-1**.
- c. Signed & stamped copy of valid Registration Number of Agency under Shop & Establishment Act.
- d. Signed & stamped copy of SGT registration number and GST return data of last 3 months.
- e. Proof of Annual turnover of last three financial years as stated in Minimum Eligibility Criteria. It should be supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.
- f. Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in **Annexure-2**; and a satisfactorily work completion certificate to be provided compulsorily. g. **Annexure-4 (Undertaking)**

(12) THE FINANCIAL BID SUBMISSION (ONLINE ONLY): -

Financial Bid is not to be submitted in physical form as it has to be filled up on the online portal <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 in Proforma prescribed in tender document as 'Online financial proposal' in **Annexure 3**.

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

TOLL FREE NUMBER : 7359 021 663

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 :	dscsupport@ncode.in
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dscsales@ncode.in
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DSC Support Toll Free Number: 1800 - 419 - 4455

(12.1) The financial bid submitted by bidder shall remain valid and open for acceptance 90 days from the date of bid submission.

(12.2) 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 Providing Tea/Coffee Services at Surat office of GMRC. This includes all the liabilities of the Bidder such as

- **Bean2Cup laced with fresh milk option Machine**(To be Installed at GMRC Office mentioned in below table)

Office Address	Number (Nos) of Machines to be installed
6 th Floor, SUDA Bhavan, Vesu, Surat	2 (Two) Nos Machines

- Setup, Services, Repairs & Maintenance of Machines
- Manpower Cost of Technicians who provide regular services or on-call services
- Alternate Machine setup charges in case of sudden break-down of machines.
- Cost of consumables if any.
- Rates of milk will be paid on actual as per prevailing rates of Amul.
- All the Tea Bags must be of **Tata/ Brookebond/Tetley/ Lipton/Tajmahal/Coffee day beverages/Wagh-bakri/Twinings/Girnar brand only**
- **All the bids must be including GST (In case of substantial revision in GST slabs during the contract period, difference will be considered by GMRC and shall be reimbursed to the Contractor / Agency accordingly)**

(12.3) 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.

(12.4) It shall be the responsibility of the bidder / tenderer to ensure that this tender is submitted in 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) BID OPENING AND EVALUATION:

(13.1) The tender committee of GMRC will open the Technical / Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

(13.2) The bid of any bidder who has not complied with one or more of the conditions prescribed in the tender document will be summarily rejected. (13.3) Conditional Bids will also be summarily rejected.

(13.4) To assist in the examination, evaluation and comparison of Financial Package, the GMRC may ask Tenderers individually for clarification of their tenders, including

breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer/ Employer during the evaluation of tenders.

(13.5) Financial bids of only the technically qualified bidders will be opened online.

(13.6) It may be noted that Non-submission of Tender fees & Tender Guarantee will liable to reject the tender submission.

(13.7) **Overall L1 will be calculated as mentioned below with reference to Annexure-3, where**

“A” = Approximate quantity of consumption per unit

“B” = Unit of Measurement (UoM)

“C” = Rate submitted by Bidder per Unit of Measurement (UoM)

“D” = “A” * “C” (Multiplication of Approximate quantity of consumption and per unit rate submitted by bidder)

To derive overall Lowest 1 (L1), “E” will be considered where “E” = Total of “D”

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

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

(14.1) Prior to the expiration of the bid period, GMRC will notify the successful bidder in writing by issuing Letter of Acceptance (LOA) through e-mail that its bid has been accepted.

(14.2) The issuance of Letter of Acceptance (LOA) shall constitute the intention of GMRC to enter into an agreement with the successful bidder.

(14.3) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee of 3% of Contract value 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 on suitable stamp and after that EMD will be released.

(14.4) In absence of Contract Agreement, The duly accepted Letter of Acceptance signed by authorized parties (i.e. GMRC & Agency) shall be treated as Contract Agreement.

(15) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in the form of Bank Guarantee / Demand Draft 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 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 in its bid evaluation, bid comparison or award of the contract shall be resulted into rejection of the entire 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

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 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 shall 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 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 at snehal.shah@gujaratmetrorail.com 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 will be final and abiding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against GMRC Ltd.

Section – V, TERMS & CONDITIONS OF CONTRACT:

(Hereinafter successful bidder is referred to as agency or service provider)

1. Responsibility and Scope of Agency

- a. The agency will provide initially 2 (Two) latest **Bean2Cup Machines laced with fresh milk option**. All the machines **must have steamer option** and should be without sugar option. **Per day capacity of machines must be 300 cups per machine. All the machines to be installed at locations mentioned in below table without any rent/ charges/ deposit.**

Office Address	Number (Nos) of Machines to be installed
6 th Floor, SUDA Bhavan, Vesu, Surat	2 (Two) Nos Machines

*The machine should be latest and updated version not older than one year. Further, in case, the machine is not working properly then agency should install the new machine without any extra charges to GMRC.

- b. Agency will ensure timely Setup, Services, Repair & Maintenance and alternate arrangement in case of sudden break-down of any machine. Agency will ensure smooth services at all the time during contract period. By all the means, services should not get affected by break-down of machines or short-supply of materials.
- c. **The agency has to supply daily fresh milk as per requirement of GMRC.** All the Tea Bags should be one of the following brands.
- Tata
 - Brooke Bond
 - Tetley
 - Lipton
 - Taj Mahal
 - Coffee day beverages
 - Wagh-Bakri
 - Twinings
 - Girnar
- d. The agency has to provide service on all working days. In case our office works on the any public holiday/ weekly off day, the agency has to provide the services on those days just like working day without any extra cost or overtime.
- e. The agency has to provide the operator/service engineer as and when required by GMRC for the operational issues of machines in time in a way that the services do not get affected. For such arrangement, agency shall be responsible and liable to fulfil all statutory dues and GMRC shall ensure compliances as per labour law act.
- f. The agency will provide all machines, materials, consumables, cleaning materials of standard quality only. GMRC reserves the rights to assess and to decide the quality. Inferior quality as perceived by GMRC shall be rejected.
- g. All the liabilities which may arise under the prevailing government acts related to these services will have to be fulfilled by the agency.

- h. No extra charges will be paid towards the machine cost, setup, installation, regular services, repair and maintenance of machines including cleaning materials and consumables. Agency shall provide disposable wooden stirrers complimentary along with materials supply and as per requirement of GMRC.
- i. No delivery charges of milk or raw materials shall be paid. All deliveries of items shall be free of cost at the doorstep of GMRC offices.
- j. The agency shall supply fresh raw materials which are having the FSSAI (i.e. Food Safety & Standards Authority of India) licenses. Any material having best before date within 2 (two) months of material receiving date shall be rejected.
- k. The agency will be responsible to provide the required services by doing alternate arrangement in case of the sudden breakdown of machines in time in a way that the services of providing tea/coffee do not get affected. No extra payment will be given towards alternate or outsourced services provided by agency. In case of longer time taken to make an alternative arrangement by agency, GMRC will directly outsource the services for providing tea/coffee to officials of the GMRC and the cost for the same shall be debited from the monthly invoices of agency.
- l. The requirement of machines and raw materials may vary from time to time as per requirement of GMRC. GMRC reserves the right to increase or decrease the quantity of machines or materials in the schedule of requirements without any change in unit price quoted by agency during the contract period which shall be abiding to agency.
- m. The agency shall proceed with its functions/work in accordance with the instructions and clarification of GMRC. If the agency fails to proceed with the work/function, it shall be considered to be in default and shall hold liable for any cost and expenses arising from such default. During this period, the agency shall be paid the undisputed portion of its claim which is due as per the contract.
- n. GMRC and The Agency undertake that all the disputes, differences or questions at any time between the parties shall be resolved between in good faith by having discussion between Chief Administrative Officer and the owner of agency.

2. Payment of Monthly Bills

Payments shall be made on monthly basis within 15 working days after submission of comprehensive bills in the succeeding months. The Agency shall submit the bills before 5th of every month along with below documents duly signed by agency.

- Signed and stamped copy of delivery challans by Admin Department and agency.
- Invoice duly signed and stamped by authorized person of agency in duplicate
- Milk delivery Challans/register copy duly signed by security of GMRC and agency.

3. Penalties

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

- a. In case of failure to provide machines or material at the time of inception of contract period as per the requirement given by GMRC, the entire EMD shall be forfeited and LOA shall be withdrawn.
- b. In case of failure to supply daily materials to offices of GMRC in time, materials will be procured directly from outside by GMRC and cost of materials shall be deducted from the agency's monthly bill. Suitable penalty as decided by GMRC will be imposed to agency for such instances.
- c. Any items/raw materials supplied after its best before date of GMRC offices, penalty of Rupees One Thousand (Rs.1000/-) for each item/raw material will be deducted from the agency's monthly bill. Suitable penalty as decided by GMRC will be imposed to agency for such repetition instances.
- d. If agency fails to provide alternate arrangement in case of sudden break-down of machines, a penalty of Rupees Five Thousand (Rs.5000/-) per day shall be levied by GMRC and the same shall be deducted from The Agency's monthly bill. Repetition of such incidents may be resulted into termination of contract.
- e. In case any complaint is received from GMRC officials attributable to quality of Tea/Coffee & is assessed as true by GMRC administration, a penalty of Rupees Ten Thousand (Rs.10,000/-) 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.
- f. 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.

4. Period of Contract:

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

5. Performance Guarantee:

The Agency shall deposit Performance Guarantee of 3% of Contract Value in the form of DD, PO, Bank Guarantee or Fixed Deposit from Scheduled commercial bank within 7 calendar days from the date of Letter of Acceptance (LOA). Performance Guarantee must be valid up to a period of Ninety Days 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. This Performance Guarantee shall be released only after 90 Days from the date of expiry of the contract.

6. 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.

7. 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.

8. 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 abiding to the same and no representation in the said manner will be allowed / entertained.

9. Termination:

(9.1) 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.

(9.2) 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.

(9.3) 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.

(9.4) 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.

(9.5) 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.

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

10. 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.

11. 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.

ANNEXURE – 1, Contact Details

1	Name & Address of Firm/Agency	
	Telephone No. of Owner/Authorized Person of Agency	
2	Registration No. of the Firm/ Agency	
3	Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with (Dedicated Resource for GMRC to coordinate with)	
4	Please specify as to whether Bidder is sole proprietor / Partnership Firm. Name, Address and Telephone No. of all Director / Partners should specified.	
5	PAN Card Number issued by Income Tax Department	
6	GST No.	
7	Details of Tender Fees	
	a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
	Details of EMD	
	a) Amount	
	b) Instrument 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 7 of Annexure – 1 (i.e. Contact Details).

ANNEXURE – 2, Experience& Financial Details

(A) Experience Details must be given in below format along with work completion certificate

Sr. No	Name of the Organization where you provided services	Duration of Contract period	Types of Machines provided by your agency	Total number of Tea/Coffee per day served by your agency	Contact Details of Organization / Authorized Person
1					
2					
3					
4					

(B)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			
Membership No. of CA			
UDI No. of CA			

Note:

1. The bidder is advised to attach the documentary evidence (i.e. LOA, Completion certificate etc.) along with filled Annexure – 2 (A), as mentioned above.
2. Not Used.
3. The financial data in above prescribed format, Annexure – 2 (B) shall be certified by Chartered Accountant in original under his signature, stamp and membership number.

ANNEXURE – 3, Submission of Financial Bid Online

Sr. No.	Material Description	Approximate Quantity of Consumption Per Month "A"	Unit of Measurement (UoM) "B"	Rates per UoM "C"	"D" = A*C
1	Roasted Coffee Beans	5	1 Kg		To be calculated by system
2	*Tea Bags – Assam (double chamber)	1200	1 each		To be calculated by system
3	*Tea Bags – Masala (double chamber)	1200	1 each		To be calculated by system
4	* Tea Bags – Cardamom (double chamber)	500	1 each		To be calculated by system
5	*Tea Bags-Ginger (double chamber)	200	1 each		To be calculated by system
6	*Green Tea Bags with Honey Lemon(double chamber)	200	1 each		To be calculated by system
7	*Green Tea Bags (double chamber)	100	1 each		To be calculated by system
8	White Sugar Cubes 500gm Packet (Popular Brand)	2	1 Packet of 500gm		To be calculated by system
9	Madhur Sugar 5 kg	4	1 Bag of 5 Kg		To be calculated by system
10	(Milk)Amul Shakti (in LTR)	100	LTR.		To be calculated by system
11	Total Monthly Value "E" = Total of "D"				To be calculated by system
12	To derive Lowest 1 (L1)	Total Annual Value "F" = Total of "E"X 12			To be calculated by system

Important Note: The rates to be quoted for all materials must be including of all applicable taxes, all materials, cost of machines, repair & maintenance of machines, consumables, delivery charges of material & milk and any other cost involved in providing the said services.

() The payment of Amul Milk (Shakti) will be paid actually as per prevailing rate of Amul.**

***All the Tea Bags mentioned in above table must be any of below mentioned brands only.**

- Tata
- Brookebond

- Tetley
- Lipton
- Tajmahal
- Coffee day beverages
- Wagh-bakri
- Twinings
- Girnar

Note:

1. The Financial Bid is to be filled online on (n)Procurement Site only.
2. The quantity as mentioned in Column no.3 of above table are approximate only. This may vary and payment will be based on actual consumption only.

ANNEXURE – 4, Undertaking

(ON NON JUDICIAL STAMP PAPER OF Rs. 100/-)

To,
GMRC Limited,
Block No. 1, 1st Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar – 382 010

Name of the Firm / Agency _____

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 Food Safety and Standards Act, and any other applicable laws for providing tea/coffee services to your esteemed organization.
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 agency 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.

(Signature of the bidder)

(Name, Designation and Address With seal)

Note:

1. The above mentioned submission must be in ORIGINAL.

ANNEXURE – 5, Bank Guarantee

Tender No: GMRC/SURAT/TEA COFFEE/R/2022

FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE

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

B.G. No.

Dated:.....

- 1 In consideration of you, Gujarat Metrorail Corporation (GMRC) Ltd. a company incorporated under the Companies Act, 2013 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 2013) and having its registered office at (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for **“Tender for Installation and Maintenance of Premix Tea/Coffee Vending Machine and Supply of Premix Tea/Coffee Materials/Consumables at GMRC offices”** [hereinafter referred to as “the Works”] pursuant to the TENDER NO.: GMRC/SURAT/TEA COFFEE/R/2022, dated _____ issued in respect of the Works and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as “Tender Documents”), we-----
------(Name of the Bank) having our registered office at _____ and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Tenderer, do, hereby, in terms of Clause C.18 of ‘Instructions to Tenderers’, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of INR. ***** (Indian Rupees ***** only) (hereinafter referred to as the “Tender Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.
- 2 Any such written demand made by the Employer stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Tender Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Employer is disputed by the Tenderer or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. ***** (Indian Rupees ***** only).

4. That this Guarantee commences from the date hereof and shall be irrevocable and remain in force till: _____ and it should be payable to either Gandhinagar / Ahmedabad branch office of particular bank.
 - a. The Tenderer, in case its Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Guarantee from a Scheduled Commercial Indian Bank based in India (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
 - b. Thirty days after the date of validity or the extended date of validity of the Tender, as the case maybe
- 5 We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents including, inter alia, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Employer that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 6 The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ----- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 30 days after the Tender Validity Date)].

Signed and Delivered by Bank
By the hand of Mr./Ms., its and authorised official. (Signature of the Authorised Signatory) (Official Seal)

Signature & Stamp of Bidder (Authorised Person from Bidder)

ANNEXURE – 6, Guidelines for Technical Bid Submission

Below mentioned Documents to be submitted in Technical Bid along with covering page of below check list

<u>Sr No.</u>	<u>Documents to be Submitted</u>	<u>Yes or No</u>	<u>If Yes, Page no.at</u>
1.	Technical Bid		
a	Envelope – 1 (i.e. Tender fees and EMD)		
b	Envelope – 2 (i.e. Qualification cum Technical Bid)		
c	Signed & stamped copy of the FSSAI license under Food Safety and Standards Act, 2006 as mentioned in Minimum Eligibility Criteria.		
d	Signed & stamped copy of valid Registration Number of Agency under as per Shop & Establishment Act.		
e	Signed & stamped copy of GST registration number and GST return data of last 3 months.		
g	Proof of Annual turnover of last three financial years supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.		
h	Annexure -2 (i.e. Experience Details) Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in Annexure-2		
i	Annexure-1 (i.e. Contact Details)		
j	Annexure-4 (i.e. Undertaking) in Original		
k	Annexure-7		
l	Annexure-8 (Not Used)		
m	Annexure-9 & 10		
n	Envelope – 3 (i.e. Unfilled Signed and Stamped Tender Document)		

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-7
FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

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

To,

The Managing Director

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

Gujarat Metrorail Corporation (GMRC) Ltd.

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

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

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

Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Contractor) (hereinafter called “the Contractor”)

has undertaken, in pursuance of LOA No.: _____ for “FOR SUPPLY OF TEA/COFFEE RAW MATERIALS AT GMRC OFFICES” (hereinafter called “the Contract”)

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

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

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the Contractor up to a total of INR _____/- (Indian Rupees _____ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____/- (Indian Rupees _____) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Employer’s decision as to what amount is due to the Employer from the Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Contractor shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against

the Bank Guarantee to the Employer without the consent of the Contractor and without referring the matter to the Contractor.

3. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
9. The Performance Security should be valid up to 90 days after "the date of completion of work". The employer will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Tenderer's cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.
10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed

E-TENDER FOR SUPPLY OF TEA/COFFEE RAW MATERIALS AT GMRC OFFICES

to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____ (Indian Rupees ***** only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK -----

ADDRESS -----

DATE -----

Appendix- 8

Deleted

Annexure- 9, 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-10.**

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

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.

Annexure - 10

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