



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

Tender No. GMRC/Surat/Facility Management & Security Services/2023

Date: 17-01-2023

“Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC”

TENDER DOCUMENT Comprises of:

- ***Section I: Notice Inviting Tender***
- ***Section II: Manpower and Material Requirement 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 XII***



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

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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

TENDER NOTIFICATION NO: GMRC/SURAT/FACILITY MANAGEMENT & SECURITY SERVICES/2023

Date: 17-01-2023

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

Tender Name	Tender Fees
“Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC”	INR 5000/-

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 07-02-2023.

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)

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, "Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC"

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/SURAT/FACILITY MANAGEMENT & SECURITY SERVICES/2023
B. Name of Work	"Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC."
C. Tender Fees	INR 5000/- 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.
D. Earnest Money Deposit (EMD)	Amount of EMD:- INR 74,100 (Refundable) [Demand Draft /Banker's cheque/ Pay Order/Bank Guarantee drawn on a Scheduled Commercial Bank based in India and should be in favour of "GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED" payable at Gandhinagar.
E. Last date of submission of queries/ Clarification from Tenderers	24-01-2023 (Upto 17:00 Hrs.) Queries/clarifications from bidders after due date and time shall not be acknowledged. The interested applicants can send their Queries/clarifications through E-mail to snehal.shah@gujaratmetrorail.com on or before 24-01-2023 The bidder shall submit their queries to above mentioned mail id in excel/word format.

Signature & Stamp of Bidder (Authorised Person from Bidder)

F. Last Date and time of submission (both online and physical)	07-02-2023, 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 Annexure-III, Pricing Document of the Tender document. Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at https://gmrc.nprocure.com
G. Opening of Technical Bid	On the day of submission of Filled-In Technical Bid at 15:30 Hrs. (IST)
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 (EMD) 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	180 days from its submission date
K. Tender Security(EMD) validity	240(180+60) days from its submission date
L. Security deposit / Performance Guarantee	3% of Contract Price
M. Contract period	One year from the date of final award of contract further extendable to two years on satisfactory performance review annually.

Tender Fees and Tender Security is exempted for Micro & Small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Date of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category i.e “Providing Manpower, Housekeeping, Security Services”, and have valid registration certificate as on date of tender submission.

1.1.3 Eligible Applicant

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

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

a) Definitions:

- ‘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.

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- 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 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.
- 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 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-

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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 minimum local content and provide 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 Appendix-10 and Appendix-11 of tender document duly filled to be uploaded along with the technical bid. In case, bidder do not upload/submit Appendix-10 and Appendix-11 of tender document 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.

(A) 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
-

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- (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.

1.1.4 Minimum Eligibility Criteria.

For Details of Minimum Eligibility Criteria is mentioned at section III

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 technical bid physically with tender submittal (untampered, duly signed and stamped on each page.) and is also to be uploaded online at <https://gmrc.nprocure.com>
 - (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.
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- (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, Manpower and Material Requirement 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 XII
- (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, Telephone +91 79 23248572, Extension 527
- (9) **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
304, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)
Contact Details
Fax : +91-79-40007533
E-mail : nprocure@ncode.in
TOLL FREE NUMBER : 1800-419-4632
- (10) 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
	dscsales@ncode.in

DSC Support Toll Free Number: 1800 - 419 – 4455

- (11) [n\)Procure Bidding Manuals: https://www.nprocure.com/html/umanuals_vendor.asp](https://www.nprocure.com/html/umanuals_vendor.asp)

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Section – II, INITIAL MANPOWER & MATERIAL REQUIREMENT DETAILS FOR OFFICES OF GMRC LTD.

Table 1: GMRC OFFICE-WISE MANPOWER REQUIREMENT

SN	Location & Area of Offices / Sites	Supervisor (Skilled labour)	No of Office Boy Required (Semi-skilled labour)	No of House Keeper Required (Unskilled labour)	No of Drivers Required (Skilled labour)	Total
1	6 th Floor Office, SUDA Bhavan, Vesu, Surat	1	6	4	0	11
2	5 th Floor Office, SUDA Bhavan, Vesu, Surat	0	1	1	0	2
Total		1	7	5	0	13

Total Sq.Ft. Area of all Offices are 9053 Sq.Ft., this may vary considering the nos. of offices increases or decreases from time to time.

Table 2 :Security Services to be provided at below mentioned for Surat Office- SUDA Bhavan .

(a) The consolidate requirement will be as under

Ser No	Name of Depot/ station	ESM Security Guards	Civil Security Guards
1	Surat Office, SUDA Bhavan, Vesu, Surat	1	8

- The detail bifurcations of providing Security Services may be referred at Annexure – 3A (i.e. Details of Security Guards and Ex-Servicemen)
- The requirement mentioned here is as per the current Security Personnel deployed at GMRC and it is only indicative one. GMRC may increase/decrease requirement of Security Personnel depending upon the situation from time to time which may vary dynamically. All the shifts here considered for 8 hours. Relievers are not calculated in above tabulated requirement. Agency has to ensure no of relievers accordingly and bid to be submitted with reliever charges.

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Table 3: APPROXIMATE PER MONTH CONSUMPTION OF HOUSE-KEEPING MATERIALS

Sn.	Material Name	Unit	Minimum. Qty. Per Month
1	Johnson Diversy Taski - R1 Or Equivalent Bathroom Cleaner	Ltr	3
2	Johnson Diversy Taski - R2 Or Equivalent Floor Cleaner	Ltr	3
3	Johnson Diversy Taski - R3 Or Equivalent Glass Cleaner	Ltr	3
4	Harpic 10X 500ML Toilet Cleaner	Ltr	7
5	Dettol Hand Wash Pump 250-ML	Each	6
6	Dettol Hand Wash Refill 250-ML	Ltr	2
7	Colin Desktop & Computer Cleaner 500-ML	Each	3
8	Pril Dish wash Liquid 500-ML	Each	3
9	Hit Spray 500-ML Black	Each	5
10	Ariel Washing Powder 1KG	Kg	2
11	Kiwi Dranex Drain Cleaner (4 pouch = 1 Box)	Box	4
12	Clorox Bleach	Ltr	4
13	Walker Acid 1LTR	Ltr	3
14	Naphthalene Balls	Kg	2
15	Odonil Freshener	Each	10
16	Airwick Room Freshener With Automatic Machine (One Time)	Each	10
17	Airwick Room Freshener Refill	Each	10
18	Godrej Room Freshener 270-ML	Each	5
19	Godrej Air Pocket	Each	5
20	Gala Cobweb Brush	Each	2
21	Gala Carpet Brush	Each	2
22	Gala Dustpan With Brush	Each	2
23	Gala Feather Brush	Each	2
24	Gala Floor Duster (Pochha)	Each	2
25	Gala Floor Wiper Medium/Large	Each	2
26	Garbage Bag Big 30 X 44	Pkt	5
27	Garbage Bag Small	Pkt	10
28	Gala Glass Wiper	Each	3

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Sn.	Material Name	Unit	Minimum. Qty. Per Month
29	Gala Kitchen Wiper	Each	2
30	Princeware Bucket Big	Each	2
31	Princeware Bucket Small	Each	3
32	Princeware Tumbler Small	Each	2
33	Gala Hard Broom Big	Each	1
34	Gala Plastic Soft Broom	Each	4
35	Gala Plunger	Each	3
36	Gala Wet Mop Set	Each	2
37	Gala Wet Mop Refill	Each	4
38	Gala Dry Mop Set	Each	2
39	Gala Dry Mop Refill	Each	4
40	Scotch Brite Toilet Brush	Each	2
41	Scotch Brite Big	Each	3
42	Scotch Brite Small	Each	3
43	Scotch Brite Bottle Cleaning Brush	Each	3
44	Scotch Brite Steel Scrubber	Each	3
45	Nylon Scrubber of Popular Brand	Each	3
46	Toilet Roll of Popular Brand	Each	10
47	Paper Napkin of Popular Brand	Pkt	25
48	Tissue Paper Dispenser of Popular Brand (As and when require)	Each	5
49	M Fold Tissue Paper of Popular Brand (Box Of 1300 Pieces)	Box	20
50	Rubber Hand Gloves of Popular Brand	Pair	6
51	Safety Mask of Popular Brand	Each	6
52	Chex Duster of Popular Brand	Each	15
53	Yellow Duster of Popular Brand	Each	7

*** In case of equivalent or popular brand, prior consent of competent authority in GMRC is required.**

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Table 4: REQUIREMENT OF EQUIPMENT FOR HOUSE-KEEPING OF SITES/OFFICES

Sn.	Equipment Required	Minimum Qty. Required
1	Scrubber Dryer Machine	0
2	Sweeping Machine	0
3	Big Size 24 Feet Step Ladder With Safety Belt	0
4	Multipurpose Vacuum Cleaner Machine	1
5	Telescopic Window Glass Cleaner	1
6	150 Kg Heavy Duty Folding Platform Truck Trolley	2
7	Office Steel Basket Black	5
8	Dustbins 120 Ltr	1
9	Cleaning Signage Set	2
10	Carpet shampoo machine/buffing machine (as & when required)	-

Note :

All the required equipment, mentioned in Table 4, must be supplied by bidder at free of cost and must be dedicated to GMRC only. After completion of Contract Period, bidders may take all the equipment back from GMRC.

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Section – III, MINIMUM ELIGIBILITY CRITERIA

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

- a) Tenderer should possess a minimum of continuous five (5) years of experience for similar work in India in any Central Govt./State Govt./PSUs/Public company/reputed Private Limited company.
- b) The bidders, participating in the tendering, must have valid License from the controlling authority under “The Private Security Agencies (Regulation) Act, 2005” and valid for state of Gujarat.” Bidder should have take necessary Registration for providing ex-servicemen and gunman as required by tender document.
- c) **Work Experience** : The tenderers will be qualified only if they have successfully completed work(s) during last 5 years from the last date of previous month of submission date (in any Central Govt./State Govt./PSUs/Public company/reputed Private Limited company) as given below
 - (i) At least one “similar work”**of value of Rs. 29.63 Lakhs or more
OR
 - (ii) Two “similar works” **each of value of Rs.18.52 Lakhs or more
OR
 - (iii) Three “similar works”**each of value of Rs.14.81 Lacs or more

**Similar Nature of Work for this contract includes providing Manpower for Security Services and/or Facility Management especially for office work, Housekeeping services & providing materials for housekeeping services.

Notes:

- The tenderer shall attach 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.
- Value of successfully completed portion of any ongoing work up to last day of previous month of tender submission will also be considered for qualification of work experience criteria.
- For completed works, value of work done shall be updated to last day of previous month of tender submission 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.

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- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

d) **Financial Standing:**

The Average Annual Turnover of last 3 Financial Years (FY 2019-20, 2020-21 & 2021-22) of the bidder should be minimum **Rs. 29,63,000/- (Indian Rupees : Twenty Nine Lakh Sixty Three Thousand Only.)** per year from providing similar work of facility management services, especially providing manpower for office work, office housekeeping and materials for housekeeping. The Turn Over must be certified by the Chartered Accountant/Company Auditor in original under his signature, stamp & membership number.

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

Example: Let Member-1 has percentage participation = M and Member - 2 has =N. Let the average annual turnover of Member-1 is 'A' and that of Member-2 is 'B', then the average annual turnover of JV will be = $\frac{AM+BN}{100}$

Note:

Financial data for latest last three audited financial years has to be submitted by the tenderer in Annexure- II along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp bearing his membership number and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far' in Annexure- IX. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

e) **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.

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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 Labour License, PF, ESI registration & Professional Tax certificate.
- c. Copy of PAN, TAN, GST Registration number etc.

- d. **Preferable Experience (optional):** The tenderer should possess minimum one-year experience in execution of an effective SERVICE MANAGEMENT SOFTWARE for daily operations, Monitoring & Quality Control System for facility management in multiple offices. Software to ease day-to-day office operations in remote offices with respect to house-keeping calls, maintenance calls, meetings arrangement, tea/coffee arrangements, stationary arrangements, toiletries requirement etcetera. All the Desktop/Laptop of GMRC officials should be able to send/register service request for day to day office operations and those service requests should be recorded by software. Stationed agency supervisor is supposed to track all the requests and shall ensure execution of all services requests in stipulated time period. The tenderer shall submit a proof of successfully using such software for facility management in last two year. A certificate to that effect shall be obtained from the client. It is required to submit the software overview & certificate.

Notes:

1. The Bidder are advised to submit their technical Bid in physical as well as online form, Physical bid to be submitted in spiral / binder book with index, page numbering, sign and stamp on each and every page of document & online bid is to be uploaded at <https://gmrc.nprocure.com>.
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 Scope of Work

The scope of work includes Manpower deployment, Materials & Machinery Requirement for House Keeping and Security Services. Manpower are required for Housekeeping work such as multitasking office work, preparation of Tea/Coffee, cleaning, sweeping & mopping of floor, common area, wash rooms, Vacuum cleaning of Carpets, Dusting of Furniture & Equipment, Carpentry-Plumbing hands-on jobs, Pest control coordination, cleaning of window façade, walls, ceiling with telescopic mop etcetera and Security personnel are required for office security.

Cleaning activities shall be done with the help of equipment like vacuum cleaners, scrubber, sweeping or other appropriate machines as mentioned in Section – II.

The scope of work shall include below but not limited to this only. The personnel deployed by The Agency at office/sites mentioned in Section – II shall work under overall supervision & direction of GMRC Administration.

1.1 Manpower for Housekeeping

The Agency has to provide efficient workforce as per requirement of GMRC to maintain the offices and sites up to the best corporate standards. Quality needs to be ensured up to the satisfaction of the GMRC officials. Initial manpower requirement of GMRC is mentioned in Section – II.

1.1.1 The agency shall deploy supervisor, office boy, housekeeper whose antecedents should thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operation problems, the agency must rotate the staff once in six months with prior written intimation and approval of GMRC.

1.1.2 Deployed personnel shall be polite, courteous, well behaved and shall be dressed properly at the time of duty. The agency shall at its own cost, provide 3 sets of uniforms, 1 pair black shoes, one black belt and I-card, from day 1 of contract period. Without uniform entry shall not be permitted in the office premises. All manpower so deployed by agency will perform their duty in proper uniform and Rain boots, Rain coats and umbrella for usage during Rainy Season and grooming standards all the times.

1.1.3 Personnel shall be properly immunized before or during the course of employment ensuring that no individual is suffering from any chronic or communicable disease.

1.1.4 The Agency shall also appoint Field Officer at its own cost who will monitor manpower deployed and the daily activities to be performed at all offices and sites of GMRC. He/She will also be responsible to take necessary actions towards the smooth execution of the daily activities performed at GMRC. He/She shall ensure complaints/service calls are getting closed or resolved in stipulated time period.

1.1.5 The agency shall employ good and reliable personnel with robust health and clean record preferably within the age group of 21 to 45 years to carry out the job contract. In case any of the personnel so engaged by the agency is not found suitable by GMRC, GMRC shall have the right to ask for replacement without giving any reason thereof and the agency shall on receipt of a written/oral communication in this regard will have to replace such personnel immediately.

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- 1.1.6** After entering into contract agreement, the agency shall submit an undertaking to GMRC that the staff deployed by agency for the work shall not have any claim in any form with GMRC with respect to employment in GMRC offices and sites. The agency shall be responsible for any disputes of any kind including wages or any other service condition. The agency shall be fully responsible for any compensation or any claim of the labour deployed by them for the work at GMRC offices or sites. Any personnel engaged by the Agency under this contract shall not be employee of GMRC in any case and there will be no employer-employee relationship between GMRC and the personnel so engaged by Agency.
- 1.1.7** The Agency will be responsible to provide extra manpower in case of any emergency or as per requirement raised by GMRC time to time for any location in Gujarat. All the manpower shall work six days a week. In case of any emergency or requirement by GMRC, manpower should be available on Sundays and holidays during the contract period.
- 1.1.8** The job of minor shifting of furniture items and other items will also be done by the personnel engaged by the agency for the referred job as and when required.
- 1.1.9** Necessary police/background verification of the deployed staff is mandatory and a copy of the same is to be submitted to GMRC Admin Department.
- 1.1.10** The agency shall maintain a register containing details of the complaints received from GMRC and the actions taken for the same along with daily reports.
- 1.1.11** The agency shall submit daily report of the duties performed signed by its supervisor at the end of the day duly signed by admin official for all sites/offices.
- 1.1.12** Each person under each category so deployed at GMRC shall be with prior consent of GMRC with respect to credential of a person. GMRC, at its discretion, may examine credential of each/all persons so proposed and after an examination; a suitable decision will be given. The agency shall be solely bound to follow decision of GMRC in this regard.
- 1.1.13** The Agency is bound to bear all the loss incurred due to inefficiency, negligence or intentional damage done by the manpower deployed to record/employees/services/tangible and intangible assets of GMRC. GMRC will take necessary actions against the agency in such cases and agency may be penalized accordingly.

1.2 Tools/Equipment & Housekeeping Materials:

The building & its surroundings areas shall always be kept neat and clean as well as hygienic and disinfected with the help of cleaning materials, tools and equipment mentioned in Section – II. Weekly and monthly schedule shall be prepared by agency for the activities to be performed periodically to ensure desired standards set by GMRC. Reports in this regards shall be submitted along with monthly invoice.

Details of House-keeping materials with specific brand are mentioned in Section – II for reference which shall be used by agency. Approximate quantity are given for reference only which may be consumed in a month as per current practice, however quantity may increase or decrease as per requirement of GMRC from time to time to maintain desired standards.

Agency is required to provide equipment as mentioned in Section – II during the contract period which shall be exclusively used for GMRC offices and sites. All the cost with respect to equipment purchase or rent, supply, installation, transportation etcetera shall be borne by agency only. After completion of contract, agency is required to take all its equipment back with the period of one month. For any

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damage to any of the equipment shall be the responsibility of the agency. Agency is required to ensure timely repairing in case of break-down at its own cost. All the equipment is required to be operational at all the times with the desired standards. In case of major break-down of machines, agency has to replace equipment/machine at its own cost.

All the general & special tools & tackles such as Auto Scrubber, sweeping machine, multipurpose vacuum cleaner, heavy duty folding platform truck trolley, carpet shampoo machine, Glass Cleaning Kit, buffing machines, water suction machines, telescopic window glass cleaner, dustbins (80 ltr, 120 ltr), big size Ladder 6 feet, 8 feet and 24 feet etcetera with safety belts shall be used for cleaning the premises as required and shall be arranged by the agency at own cost and to be issued to the staff deployed by agency at GMRC to execute the job of cleaning. The list is attached in Annexure-II for equipment and list of House-keeping material is mentioned in Section – II.

All required machines & equipment must be placed at GMRC premises and to be used exclusively for GMRC offices and sites.

Agency has to supply house-keeping materials as mentioned in Section – II only. In case of non-availability of house-keeping materials in the market, agency has to supply equivalent or popular brand with prior approval of GMRC officials.

1.3 Activities to be performed:

The job of sanitation and dusting is to be carried out on floor and surrounding areas of GMRC offices and sites as detailed in charter of 9 hours duties including one-hour lunch and tea breaks. **The daily effective duty hours for all manpower shall be of 8 hours. Overtime shall be calculated for the extra duty hours exceeding 9 hours per day for all categories except drivers whereas overtime shall be calculated above 10 hours per day which includes traveling time from the residence of designated GMRC official to HO. Overtime shall be paid to agency as per prevailing laws. At present, overtime rate is double the wages which will be calculated on hourly basis. Upper limit for overtime shall be 50 hours per person per month which is applicable to all categories.**

- 1.3.1 Supervisor** shall be responsible to maintain service standards and decorum of all offices and sites by ensuring daily attendances of all the staff, ensuring execution of daily/weekly/monthly schedules of cleaning, resolving complaints and shall be prompt to act on suggestions of GMRC officials. He is responsible to monitor efficiency and effectiveness of staff deployed by agency on daily basis and shall report to GMRC admin with daily checklist and reports. In case of other repair and maintenance job, Supervisor has to engage external technician if required with prior written approval of GMRC officials to resolve maintenance related jobs.
- 1.3.2** Supervisor shall be responsible to deploy the required number of persons with knowledge of pesticide control, carpentry, plumbing work etcetera from time to time as required by GMRC for hands-on job.
- 1.3.3** Supervisor will ensure thorough execution of daily routine, task allocation as per instructions given by GMRC in day-to-day operations for Multi-tasking office boy, Drivers and House-keepers.
- 1.3.4** Supervisor will check every nook and corner of premises and responsible to ensure cleanliness of all the offices and sites of GMRC as per desired standards.
- 1.3.5** Supervisor will be responsible to maintain all records of service calls, complaints and shall ensure resolutions of all service requests raised by GMRC officials.
- 1.3.6** Supervisor will ensure all the arrangements regarding to meetings including tea/snacks services.

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- 1.3.7** Quarterly activity of Carpet shampooing/washing to be performed by the agency and supervisor will submit report duly signed by GMRC Admin.
 - 1.3.8** **Drivers** shall be engaged by agency with all required documents like valid driving license etcetera. Drivers shall be required to provide services as per requirements of GMRC.
 - 1.3.9** Drivers are responsible for daily cleaning, maintenance, routine services and fuel consumption of the vehicle, same needs to be reported to Admin on daily basis.
 - 1.3.10** For all issues regarding vehicles, detailed report shall be submitted by driver and expenses regarding the same must be having prior approval of GMRC Admin.
 - 1.3.11** In case of any damages by drivers due to his repetitive mistakes in the company owned vehicle, expenses towards repairing of such damages shall be borne by agency.
 - 1.3.12** Drivers shall be responsible to keep their logbook up to date at all the time which shall be duly signed by respective users.
 - 1.3.13** Drivers shall be responsible to clean their assigned vehicle on daily basis and wash their vehicle from inside and outside on weekly basis.
 - 1.3.14** **Office Boy** so deployed by agency shall be experienced and qualified/trained for all the office works (scanning, filing, printing, inward/outward entries, servicing of tea/coffee etcetera).
 - 1.3.15** Office boys shall be responsible for dusting of workstations, computers, furniture, files and other office items/equipment on daily basis before office hours of GMRC officials.
 - 1.3.16** Office boy will Prepare and serve Tea/Coffee and Water and Other refreshments as instructed by GMRC officials apart from his daily routine jobs.
 - 1.3.17** **Housekeepers** are responsible to clean entire premises/floor area by sweeping, swabbing and mopping on daily basis throughout the day.
 - 1.3.18** Housekeepers are responsible to clean Urinals, Toilets, and Wash Basin at all the times throughout the day and shall ensure daily cleaning of Glasses, Walls, Equipment, Machines, Instruments etcetera.
 - 1.3.19** Daily Disposal of waste/trash must be done by housekeepers. Housekeepers must keep drainage, surroundings and common area neat and clean throughout the day.
 - 1.3.20** All the staff deployed by agency at GMRC must follow instructions of admin officials for daily activities. All the tasks or jobs or activities so given by Admin officials must be executed by staff deployed by agency. Other jobs or activities may be given to staff from time to time as per requirement of GMRC apart from jobs/activities mentioned above for supervisor, office boy, drivers and housekeepers which shall be abiding to agency.
- 1.4** **Manpower for Security**
- 1.4.1** The security personnel will work on 8 hours shift basis and if any one becomes absent alternate arrangement should have to be made immediately.
 - 1.4.2** The Agency shall get the Guards and Supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. GMRC shall be at liberty to get anybody re-examined in case of any doubt. Only physically fit persons shall be deployed for duty.
 - 1.4.3** The Agency shall ensure that its personnel do not at any time, without the consent of The GMRC in writing, divulge any information, documents, accounts matter or transaction undertaken or

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- handled by GMRC and shall not disclose to any information about the affairs of the Agency and the Company. The clause does not apply to the information, which becomes public knowledge.
- 1.4.4** The Agency shall bear all the expenses incurred on the following items such as uniform, provision of torches and cells, lathis/ballams and all other affiliated items/facilities pertaining to providing mentioned services to security staff, required stationery and the registers at security check points and records keeping as per requirements.
- 1.4.5** Close liaison should be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the security guards.
- 1.4.6** In the event of any damages or losses caused by way of theft or pilferage of office properties, the officer-in-charge of security shall hold a preliminary enquiry and send a report to us. If it is felt necessary to report the case to the police, a complaint will be lodged accordingly and assistance will be rendered to police in order to trace the accused and recover the property and process the case in the Court of Law.
- 1.4.7** In the event of any loss incurred/occurred to GMRC, as a result of any lapse on the part of the Agency, such loss will be recovered from the amount payable to the Agency. The decision of Managing Director (M.D.) shall be final and binding on the Agency.
- 1.4.8** The Agency shall ensure protection of the personnel & property of GMRC, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the offices/sites/depots of GMRC Ltd.
- 1.4.9** The Security Supervisor will be responsible for overall security arrangement of GMRC Ltd. covered in the contract.
- 1.4.10** Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
- 1.4.11** No outsiders are allowed to enter in the building without proper Gate Pass issued by the Authorized Officer of the concerned Department.
- 1.4.12** No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel.
- 1.4.13** The officers and staff of GMRC will keep the Identity cards with them for checking and allowing entry by the security personnel.
- 1.4.14** Deployment of Guards/Gunmen/Security Supervisors shall be as per the instructions of the authorities of GMRC and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
- 1.4.15** Security personnel deployed in the premises on holidays and Sundays will be assessed as per actual requirement and the number of personnel will be suitably reduced.
- 1.4.16** The Agency shall maintain an attendance register in which day to day deployment of the personnel will be entered. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by authorised representatives of GMRC.
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- 1.4.17** All liabilities, of the personnel deployed, arising out of accident or death while on duty shall be completely borne by the Agency.
- 1.4.18** The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by GMRC in daily job routine.
- 1.4.19** The Security guards should be covered under ESI scheme and PF with no liability whatsoever to GMRC in this regard. The wages paid to them should strictly comply with Minimum Wage Act and Contract Labour (R&A) Act.
- 1.4.20** The Agency is solely responsible for payment of monthly salary including leave salary, bonus, gratuity, etc. to the security personnel as applicable to them by law.
- 1.4.21** License from Labour Department as per section 12 of Contract Labour (R&A) Act, 1970 should be obtained for the contract work within 30 days of award of contract.
- 1.4.22** The agency shall be completely/solely responsible for making payment of monthly salaries and other admissible allowances to their personnel under Minimum Wages Act and other statutory provisions and GMRC shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel. As per the orders of the Govt. of Gujarat, the Agency is required to make the payment of the salary/wages to their employees through Cheque/bank Transfer and the copy of the same shall be submitted to GMRC. The Agency shall also follow the rules pertaining to Labour Contract and PF and it will be sole responsibility of the agency to insure its deployed Security Personnel under Group/Personal Insurance policy. It will be a sole responsibility of the agency to make payment to the deployed Security Personnel as per the latest norms/rates of Minimum Wages, statutory norms and any other admissible allowances to the personnel under any law of government.
- 1.4.23** The personnel deputed will be rotated every six months unless specifically requested otherwise by the Competent Authority of GMRC. Any change in the deployment of Security Personnel will be intimated to GMRC in advance by the agency.
- 1.5 Deployment of security Staff :**
- 1.5.1** Guards are to be provided for day and night (round the clock) vigilance of the office premises, sites, depots and its assets.
- 1.5.2** The lower age limit of the guard shall not be less than 21 years and the upper age limit shall not be more than 55 years. The age criteria should be adhered to strictly.
- 1.5.3** Guards to be deputed should be literate and experienced to the similar job. The personnel engaged should be of robust physique and project an image of utmost discipline. They shall be extremely courteous with pleasant mannerism in dealing with the officials/staff/representative/guests of GMRC. They shall perform their duties diligently and afford protection to the movable and immovable properties including checking of two-wheelers, cars, maintenance of entry registers and such other duties that may be assigned by GMRC officers concerned from time to time.
- 1.5.4** The guards should be skilled in traffic management, fire fighting and first aid treatment.
- 1.5.5** The security personnel should be in standard uniforms, safety shoes, identity badges, torches, baton (Rain boots and Rain coats for usage during Rainy season).
- 1.5.6** Security personnel shall also ensure door keeping duties.

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- 1.5.7 Entry of the street-dogs and stray cattle into the offices / site offices is to be prevented. It should be at once driven out.
- 1.5.8 The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open, all over the premises.
- 1.5.9 It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- 1.5.10 The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
- 1.5.11 In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of GMRC Ltd. Guards/Supervisors should be sensitized for their role in such situations. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
- 1.5.12 **The agency has to deploy minimum 20% of ex-serviceman (ex-army/ex-paramilitary) from the total deployment at GMRC Ltd.**
- 1.5.13 The agency has to take prior approval/consent from GMRC Ltd. before deploying any Security Personnel, who worked in previously deployed agency of GMRC, at any of the offices/sites/premises of GMRC.
- 1.5.14 The Agency has to initially deploy required Security Personnel as mentioned in the Annexure-IV.
- 1.5.15 The requirement of Security Personnel may increase or decrease during the contract period and the agency will have to deploy its Security Personnel accordingly without any objection.
- 1.5.16 Daily Report to be submitted by Field Officer on any incidents happen in any office/site or Depots with respect to security concerns, loss and found incidents, movement of materials/assets/consumables etcetera.

To ensure all movements of man and materials to be recorded and to be documented in valid manner and may be asked by GMRC officials for review time to time.

(2) Waste Disposal Management:

The agency will ensure collection, mechanized, screening/segregation of dry and wet garbage in the earmarked area. The agency will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the agency will arrange for disposal of garbage at such a place as may be permissible.

(3) Sub Contracting:

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

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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 for Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC for the period of one year and further extendable to two years on satisfactory performance review annually.

The tender document can be downloaded from the official website of GMRC Limited i.e. www.gujaratmetrorail.com or <https://gmrc.nprocure.com>.

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

(1) Technical Bid (physical & online form)

Technical Bid shall be submitted in physical as well as online form. The Online form is to be uploaded at <https://gmrc.nprocure.com> & Physical 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 EMD (Earnest Money Deposit)”,

Envelope – 2, should marked as “Qualification cum Technical Bid” containing Documents as mentioned in Annexure – VIII. **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 **“Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC”** which should be submitted in physical form as well as online in N Procumbent portal 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. .

Earnest Money Deposit (EMD) of Rs.74,100/- (Rupees : Seventy Four Thousand One Hundred Only) in the form of Demand Draft / Pay-Order / Fixed Deposit / Bank Guarantee to be drawn in favour of **“Gujarat Metro Rail Corporation (GMRC) Limited”**, payable at Gandhinagar on or before the last date and time of submission. For FD/BG, validity must be for **240 days** (180 + 60 days) from the last date of bid submission.

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 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 – 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.

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 year from the date of award of the contract which is further extendable to two years subject to annual 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.5000/- (Rupees Five Thousand Only) Non-refundable** as Tender Fees to be drawn in favour of **“Gujarat Metro Rail Corporation (GMRC) Limited”,** payable at Gandhinagar.

2.2 EMD: The Bidder shall deposit EMD (Earnest Money Deposit) for an amount of **Rs. 74,100/- (Rupees : Seventy Four Thousand One Hundred Only)** in the form of an Account Payee DD/Pay Order/Banker's Cheque/ Bank Guarantee in an acceptable form in favour of **Gujarat Metro Rail Corporation (GMRC) Limited”,**

- 2.2.1 EMD of the unsuccessful bidders will be returned within 60 days after award of contract to successful bidder.
- 2.2.2 EMD shall be forfeited if the bidder withdraws his bid during the period of Tender Validity.
- 2.2.3 Bids of those Bidders who have not submitted the requisite tender Fees and EMD shall not be considered for evaluation.

(3) ONE BID PER TENDERER:

A Tenderer shall submit only one bid, either individually as a tenderer or as a partner of JV/Consortium.

If a tenderer who submits or participates in more than one bid then all tenders in which the tenderer has participated either as sole tenderer or member of JV/consortium shall be considered invalid and summarily rejected.

(3.1) Joint Venture/consortium is permitted to take part in the tender, but, with the limit of maximum two members only, in which the Lead Member should have at least participating proportion of 51% in the JV/Consortium.

Where the Tenderer is a JV/Consortium, the tenderer shall update the following information (in the Qualification cum Technical Package)

- a) Nomination of one of the Members of the Consortium to be in-charge (“Lead member”); and this authorisation shall be covered in the Power of Attorney signed by the legally authorised signatories of all Members of Consortium.
- b) Details of the intended financial participation by each member shall be furnished with complete details of the proposed division of responsibilities for the work and relationships among the individual Members.
- c) The Lead member shall be authorised to incur liabilities, receive payment (if provided for in Consortium Agreement) and receive instructions for and on behalf of any or all Members of the Consortium.

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d) All members of the Consortium shall be jointly and severally responsible for the execution of the Contract in accordance with the terms and conditions of the Contract.

e) The Tender shall be signed so as to be legally binding on all the Members of the Consortium.

(4) 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.

(5) 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 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.

(6) RIGHT OF ACCEPTANCE/ REJECT :

6.1 Tenders received without Tender Fee, EMD amount by way of DD/Pay Order/Banker's Cheque/Bank Guarantee in the name of "**Gujarat Metro Rail Corporation (GMRC) Limited**", payable at Gandhinagar will not be considered at all.

6.2 The Competent Authority of GMRC, Gandhi Nagar, 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.

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

6.4 In the event of any disputes arising out of the execution of Contract, the matter will be referred to Competent Authority of GMRC and his decision shall be binding to both the parties.

6.5 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.

6.6 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.

(7) VISIT TO OFFICES/ SITE OFFICES

The bidder is required to provide manpower for offices and housekeeping services as well as to supply housekeeping materials to various offices of GMRC, thus bidder is advised to visit all these offices and bidder should acquaint himself/herself with the logistics and operational system. The costs of visiting offices shall

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be borne by the bidder. It shall be deemed by GMRC that the bidder has undertaken a visit to all offices of GMRC and is fully aware of the functional/deployment part of it before submitting the bid.

(8) LANGUAGE:

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

(9) VALIDITY OF CONTRACT:

The Contracts shall be valid for the period of one year from the date of awarding the contracts. The Annual 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.

(10) 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 number of the manpower in the schedule of requirements without any change in unit price.

(11) 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.

(12) SUBMISSION AND EVALUATION OF BIDS: -

12.1 The Bid shall be submitted not later than 15:00 hours on Last date of submission, addressed to the Sr. DGM – (Civil & Procurement) at Karmayogi Bhavan, Gandhinagar on or before the last date and time of tender submission.

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

12.3 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.

12.4 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.

12.5 It shall be the responsibility of the bidder / tenderer to ensure that technical bid is submitted in physical as well as online form & financial bid is submitted only 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.

12.6 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 and details to be provided in Annexure II.

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12.7 Financial Bid Evaluation

1. As per format given in Annexure III, financial bid will have to be submitted online. Bidders are advised to follow below instructions for online financial bid.
2. Bidders are advised to visit and access 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.
3. Present BOQ is based on wages notified by the Government of Gujarat, Zone-I and Govt. of India, of Minimum Wages Act.
4. In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF and ESI etc, and/or in the percentage value of contribution towards EPF and ESI etc by government (state) then the contractor will be reimbursed revised statutory charges/wages etc (i.e. BOQ will be suitably modified). All payments that are statutory, are paid with the provision that they are transferred to workmen in to without any deduction whatsoever. Any default in payment of wages less than statutory wages etc and claim of such wages etc from GMRC will be treated as fraudulent practice and action shall be taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.
5. The bid quoted (quote-1) by the bidders shall be the value of consumables / Chemicals as per as per Table-2 of Section-II, excluding applicable taxes such as GST etc. The bid quote-1 should not include the machineries and Tools /equipments depreciation costs (as per Table-3 of Section-II). All Bidders are advised to check the GMRC's requirements of machineries / Tools / equipments and bid in quote-2 (in percentage). The bid quote-2 shall also include Workers uniform cost and other Labour cost as per labour Act, Administrative charges, Profit margin etc.
6. GST shall be paid separately as per prevailing rates, thus bidders are advised not to consider GST while quoting.
7. In case, two or more agencies quoting the same percentage/Price, then the agency having highest average annual turnover will be preferred for award of work.
8. The successful L1 bidder of the financial bid will be called for presentation on its vendor capabilities for providing services at GMRC.

It is to be noted that the bids shall remain valid and open for acceptance **for a period of one eighty (180) days from the date of bid submission.**

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

- 13.1 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.
- 13.2 The issue of Letter of Acceptance (LOA) shall constitute the intention of GMRC Ltd. To place the Purchase/Work Order with the successful bidder.
- 13.3 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 7 (Seven) days from the

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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.

(14) 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 seven days of issuance of LOA) shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in such case GMRC Ltd. May make the offer to any other bidder at its only discretion or may call for new bids.

(15) 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.

(16) 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.

(17) MISCELLANEOUS:

- 17.1 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.
- 17.2 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.
- 17.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
- 17.4 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.
- 17.5 Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification to our Contract person for this tender is Sr. DGM- Civil & Procurement with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527, within 10

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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.

- 17.6 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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Section – VII, TERMS AND CONDITIONS

(1) Period of Contract:

The initial contract shall be valid for a period of One year from date of issuance of LOA. The said contract is further extendable to two years subject to review and satisfactory performance of the Agency after every year upon the request of agency at the same rate mentioned in the contract agreement.

(2) Payment Terms:

- 2.1 The agency shall be solely responsible for making payment of monthly salaries and other admissible allowances to the personnel so deployed at GMRC at the agreed rates on or before 5th of every subsequent month.
- 2.2 The Agency is required to make the payment of the salary/wages to their employees through Cheque/Bank Transfer only and copy of the same shall be submitted to GMRC along with monthly invoice.
- 2.3 The Agency shall follow the prevailing norms pertaining to Employee Provident Fund, Employee State Insurance and Professional Tax. Challan copies along with Bank Transition Slips and ECR record shall be submitted by agency along with monthly invoice.
- 2.4 The agency is fully responsible to make payment to the deployed manpower as per the latest norms of any other admissible allowances under any law in force.
- 2.5 In case of rate revision by labour department on minimum wages during the contract period, difference amount (if higher than current minimum wages) may be reimbursed by GMRC to agency accordingly on request. However, Agency has to ensure payment to deployed staff as per the latest rate revision to comply with the law.
- 2.6 If any manpower resources so deployed by agency at GMRC is having experience in GMRC-SPV (Special Purpose Vehicle) for more than 2 years, then the resource may get additional pay up to Rs.2,000/- per month over and above accepted financial bid which shall also be reimbursed to agency by GMRC from time to time as per decision of GMRC.
- 2.7 If any manpower resources so deployed by agency at GMRC is having experience in GMRC-SPV (Special Purpose Vehicle) for more than 3 years, then the resource may get additional pay up to Rs.3,000/- per month over and above accepted financial bid which shall also be reimbursed to agency by GMRC from time to time as per decision of GMRC.
- 2.8 Payments shall be made on monthly basis within 15 working days after submission of statutorily complied bills in the succeeding months. The Agency shall submit the bills before 5th of every subsequent month along with the following documents. After submission of valid documents only payment will be processed by GMRC.
 - (a) Attendance Sheet Records (Site wise and Shift wise)
 - (b) Wages Register (as per norms of contract labour act)
 - (c) PF/ESI and Professional Tax Challans duly paid by the agency along with Bank Transition Slip
 - (d) PF/ECR File and ESI contribution Statement
 - (e) Daily Report Summary duly signed by GMRC admin.
 - (f) Valid Contract Labour License Copy for GMRC Ltd.
- 2.9 The agency has to make payment to its manpower deployed at GMRC before 5th of every month. Payment to the agency staff by the agency will not depend on the clearance of the bill submitted at GMRC Limited. If agency fails to make payment to its manpower deployed at GMRC before 5th of every month, it will be viewed as a service lapse and suitable penalty as decided by MD, GMRC Limited may be deducted from its monthly invoice/bill.

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- 2.10** GMRC shall have prerogative to raise the wages at its discretion at any point of time during the contract period. GMRC will review the performance of each person so deployed from time to time and may hike wages of any person to appreciate his/her performance. GMRC thereby intends to retain suitable person/s at its discretion. Agency, in this regard, shall be bound to follow the decision of GMRC and must make payment accordingly.
- 2.11** Overtime shall be calculated for the extra duty hours exceeding stipulated duty hours for all categories and shall be paid to agency as per prevailing laws at the rate of double the wages on hourly basis. Upper limit for overtime shall be 50 hours per person per month for all categories.

(3) Deduction for Exceptions:

- (3.1) In case of any of the agency's personnel deployed under the contract is (are) absent or fails to report in time and agency is unable to provide suitable substitute in time, a penalty equal to double the wages (per day) of the number of manpower (Housekeeping/ Security) absent on that particular day shall be levied by GMRC and the same shall be deducted from the agency's bill. Repetition of such incidents may be resulted into termination of contract or substantial penalty decided by competent authority of GMRC.
- (3.2) In case of agency fails to disburse the salary to their staff on time i.e. on or before 5th of subsequent month, 2% penalty of total bill amount will be deducted by GMRC. In case of repetitive incidents, suitable amount of penalty as decided by MD, GMRC will be deducted from the agency's monthly bill and performance guarantee shall be forfeited.
- (3.3) If agency fails to provide required documents at the time of submission of invoice every month, 2% penalty of total bill amount will be deducted by GMRC. In case of repetitive incidents, suitable amount of penalty as decided by CAO, GMRC will be deducted from the agency's monthly bill and performance guarantee shall be forfeited.
- (3.4) In case of agency fails to deliver sufficient housekeeping materials as per monthly requirement for all offices of GMRC, a penalty of Rs. 5000/- (Rupees Five Thousand Only) shall be imposed to the agency for each such incident and the same shall be deducted from the Agency's subsequent bill. In case of repetitive incidents for the same, GMRC may terminate the contract.
- (3.5) In case of agency supply house-keeping materials other than mentioned items in annexure-I without prior approval of GMRC officials, a penalty of Rs. 5000/- (Rupees Five Thousand Only) shall be imposed to the agency and the same shall be deducted from the Agency's subsequent bill. In case of repetitive incidents for the same, GMRC may terminate the contract.
- (3.6) In case of any public complaint received which is attributable to misconduct/misbehaviour of the agency's personnel, and is assessed as true by GMRC administration, a penalty of Rs.5,000/- (Rupees Five Thousand Only) for each such incident shall be levied and the same shall be deducted from The Agency's bill and on repetition of the same GMRC may terminate the contract.
- (3.7) If as a result of post payment audit, any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract, it shall be recovered by GMRC from the agency's subsequent bills without consent of the agency.
- (3.8) GMRC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.

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- (3.9) In case of Housekeeping Services Rs.1000/- (Rupees One Thousand Only) per day will be deducted on each incident if any working day's report is missing along with the monthly bill/invoice or not signed off by GMRC officer in case of unsatisfactory work.
- (3.10) In case of Security Services, Rs.5000 (Rupees Five Thousand Only) will be deducted on each incident if any report is missing along with the bill or not signed off by GMRC officer in case of not satisfactory work.
- (3.11) Rs.1000/- (Rupees One Thousand Only) per day per person will be deducted if any staff of agency is not in proper grooming standards or without uniform or without ID card.
- (3.12) If any repetitive lapses are found in the performance of the duty by the agency or on any particular incident negatively affecting the working of GMRC, a suitable amount of penalty as decided by MD, GMRC Limited will be deducted from the agency's monthly bill/performance guarantee.

(4) Performance Guarantee:

The Agency shall deposit Performance Guarantee within 7 calendar days from the date of issuance of LOA, for a sum of 3% of contract price. The said Performance Guarantee must be valid for a period of Ninety days after the date of completion of all contractual obligations. In case of extension of contract period the performance guarantee shall be extended further as per the requirement of GMRC. This Performance Guarantee shall be released only after 90 Days from the date of expiry of the contract.

(5) 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 shall be abiding for the same and no representation in the said manner will be allowed / entertained.

(6) Termination:

- 6.1 If The Agency fails to perform its duties/functions satisfactory as expected 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.
- 6.2 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 may complete the process to appoint the new agency during the mentioned period.
- 6.3 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 security deposit will be forfeited.
- 6.4 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.
- 6.5 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 security deposit will also be forfeited.
- 6.6 In case of repetitive lapses in fulfilling the contractual obligations, GMRC may terminate the contract without giving any notice towards the same.

(7) 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 by the statutory authorities as well GMRC Ltd as and when required.

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(8) 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 to the jurisdiction of the Indian Courts. For legal matter, disputes, if any, the court of the jurisdiction shall be Gandhinagar, India.

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Annexure – I, Contact Details

Each Applicant or member of a JV 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/Limited Company. Name, Address and Telephone No. of Director / Partners should specified	
5	PAN Card no issued by Income Tax Department	
6	Provident Fund Account Registration No.	
7	Registration no. under Professional Tax	
8	ESI Registration Number of Agency	
9	Registration No. under Contract Labour Act	
10	Details of Tender Fees	
	a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
11	Details of EMD	
	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. Refer Section III, Minimum Eligibility Criteria Clause (a), (b) & (c).

S N	Similar Contract descripti on	Contra ct Identific ation Number	Award date & Comple tion date	Employer' s Name, address, telephone number, e- mail etc.	Role in contract		If in JV/consort ium then % participati on	Comple tion cost (in INR)	Sq.Ft Area (Refer Clause b) of Sectio n III)	Value of similar work in compl eted work (in INR)
					Indi vid ual	JV/ Cons ortiu m				
1										
2										
3										
4										
Add required number of rows										

NOTE:

- Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (**Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered**) which clearly mentioned the amount for "similar Facility Management" work.
- Separate sheet for each work along with Clients Certificate to be submitted.
- 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		
	2021-22	2020-21	2019-20
Annual Turnover(in INR)			
Average Annual Turnover(in INR)			
Name of Chartered Accountant (CA)			
Seal & Signature of CA			

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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. 2021 – 22) 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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Annexure – III, Financial Bid

FINANCIAL BID FORMAT (TO BE SUBMITTED ONLINE ONLY)

A. BILL OF QUANTITIES (BOQ) - Manpower											
S/ N	Description of item	Manpower Quantity	Quantity (Number of months in 1 years)	Minimum Wages (MW) as per law (Per Month and 26 days in a month)	Leave as per statutory norms Per Month (5% of D)	Bonus as per statutory norms Per Month (8.33% of D)	PF Contribution (@13%)	ESI Contribution (@ 3.25%)	Relievers Charges (All security personnel)	Minimum wages amount payable including PF and ESI) Per Month	TOTAL 01 YEAR PAYMENT (subject to minimum wages modification as per change in law) (Rounded Off)
	A	B	C	D	E= D/26*1.3	F=8.33% of D	G=13% of D	H=3.25% of (D+E+F)	I= (D+F+G)/6	J=D+E+F+G+H+I	K=B*C*J
1	Supervisor (Skilled)	1	12	9783.80	489.19	814.99	1271.89	360.36	-	12720.23	1,52,642.76
2	Office Boy (Semi-Skilled)	7	12	9549.80	477.49	795.50	1241.47	351.74	-	12416.00	10,42,944.00
3	House-keeper (Unskilled)	5	12	9341.80	467.09	778.17	1214.43	344.08	-	12145.57	7,28,734.20
4	Ex Service Men	1	12	20956.00	1047.80	1745.63	1950.00		4108.61	29808.04	3,57,696.48
5	Civil Guard	8	12	9341.80	467.09	778.17	1214.43	405.47	1889.07	14096.03	13,53,218.88
Sub total-A: Gross amount of 01 years payment(subject to minimum wages modification as per change in law) In figures											36,35,236.32

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B. BILL OF QUANTITIES (BOQ)- Consumables					
S.no	Description of Item	Quantity (Number of months in 1 years)	Lump sum amount for providing chemicals/equipments per month	Amount to be quoted by bidder in figure	Total 01 year payment = Amount quoted by bidder*12 months
6	Consumables, cleaning material, garbage bags, Tools & equipments (as per Table-3&4 of Section-II) and total Sq.Ft. Area -9053 Sq.Ft (Approx.)	12	4,132	Quote-1 (in INR)	System Calculate = (12*bidder's quote-1)
B: Cost of Consumables, cleaning material, garbage bags, Tools & equipments (as per Table-2&3 of Section-II) for 12 months and total Sq.Ft. Area -9053 Sq.Ft (Approx.)					System Calculate = (12*bidder's quote-1)
Administrative charges, Miscellaneous Charges and Profit Margin in Percentage to be quoted by bidder in figure. (Only first two digits after decimal will be considered, without any rounding off for third and more digits)					Quote-2 (in % upto two decimal points)
C: Administrative Charges, Miscellaneous Charges and Profit Margin Amount in INR = BOQ on manpower (A) X Quote-2 (in % upto two decimal points)					System Calculate = (A)*bidder's quote-2 in %
Final Bid amount in INR (Excluding GST)					System Calculate = (A+B+C)

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Notes:

- Present BOQ is based on wages notified by the Government of Gujarat (zone-I) and Govt. of India of Minimum Wages Act.
- **Miscellaneous Charges: Providing Uniform & Uniform allowance, HRA and other mandatory/customary facilities to all workmen as per applicable instruction /Prevalent laws like rest room etc.**
- In case of revision (increase or decrease) either in minimum wages and/or ceiling of Wage/Salary limit for payment of EPF and ESI etc, and/or in the percentage value of contribution towards EPF and ESI etc by government (state) then the contractor will be reimbursed revised statutory charges/wages etc (i.e. BOQ will be suitably modified). All payments that are statutory, are paid with the provision that they are transferred to workmen in to without any deduction whatsoever. Any default in payment of wages less than statutory wages etc and claim of such wages etc from GMRC will be treated as fraudulent practice and action shall be taken against contractor for such fraudulent act in terms of contract/Indian Contract Act/Other applicable Law.
- The bid quoted (quote-1) by the bidders shall be the value of consumables / Chemicals as per as per Table-3 of Section-II, excluding applicable taxes such as GST etc. The bid quote-1 should not include the machineries and Tools /equipments depreciation costs (as per Table-4 of Section-II). All Bidders are advised to check the GMRC's requirements of machineries / Tools / equipments and bid in quote-2 (in percentage). The bid quote-2 shall also include Workers uniform cost and other Labour cost as per labour Act, Administrative charges, Profit margin etc.
- Monthly payment will be made on actual supply of consumables mentioned in as per Table-3 of Section-II, excluding applicable taxes such as GST etc. It is to be noted that the monthly payment with respect to consumables shall not be more than quote-1 in BOQ by the successful bidder. All bidders are advised to carefully examine the consumables requirement considering uninterrupted supply of required consumables and inflation rates during the contract period.
- The payment against the PF and ESI contributions made by the Contractor for Workers/Supervisors/Manager shall be reimbursed to the Contractor only after submission of proof that it has been credited to their PF/ESI accounts.
- Please read instructions/conditions given in "Instructions for filling up BOQ" carefully before quoting rates.
- **In case, two or more agencies quoting the same percentage/Price, then the agency having highest average annual turnover will be preferred for award of work.**
- The GST will be reimbursed based on the invoice of GST paid to the concerned authority by the contractor.
- This is a Rate – Contract. The payment will be done as per actual.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – IV, Bank Guarantee

Tender No: GMRC/SURAT/FACILITY MANAGEMENT & SECURITY SERVICES/2023

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(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) Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of (a company registered under the Companies Act, 1956) and having its registered office at (and acting on behalf of its Consortium, wherever applicable) (hereinafter referred to as the “Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its/ their executors, administrators, successors and assigns), for Contract for “**Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC**” [hereinafter referred to as “the Works”] pursuant to the Tender No: GMRC/SURAT/FACILITY MANAGEMENT & SECURITY SERVICES/2023, 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, 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

- 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 2I of RBI Act 1934 read with Second Schedule.
 - b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
 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
-

Signature & Stamp of Bidder (Authorised Person from Bidder)

- said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
- 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ----- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by Bank

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure- V, Undertaking
(ON NON JUDICIAL STAMP PAPER OF Rs. 300/-)

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 The Private Security Agencies (Regulation) Act, 2005, Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted and terminated by any client in India.
5. I/We confirm that we are not involved in any illegal activity and / or has not been charge sheeted for any criminal act during the last three years. I/ We have 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.
6. I/We do hereby undertake that we have not suffered bankruptcy/ insolvency during the last 5 years.
7. It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been or will be, paid and that the tender price will not any such amount.
8. We here by confirm that, we have downloaded / read the complete set of tender documents along with the set of enclosures hosted on e-tendering portal <https://gmrc.nprocure.com>. We confirm that we have gone through the bid documents for this work placed upto the date of opening of bids on the e-tendering portal [<https://gmrc.nprocure.com>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

(Signature of the bidder)

(Name, Designation and Address With seal)

Note:

1. The above mentioned submission must be in ORIGINAL.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure- VI, 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 80% (as specified in Clause 1.1.3). **The details including name of vendor, location and percentage of local content is enclosed as Annexure-VII.**

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – VII

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – VIII

(Ref. Clause 1.1.3 (b))

UNDER TAKING

I/We [Name of the bidder] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/We [Name of the bidder] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/We hereby certify that [Name of bidder] fulfils all requirements in this regard and is eligible to be considered. Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting
Signature of authorized signatory of Tenderer

NOTE:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the tenderer or constituent member in case of JV/Consortium.
3. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as —fraudulent practice and legal action will be taken in accordance with law.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – IX

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

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

(To be filled by the bidder* in case their Balance Sheet for F.Y. 2021-2022 has not been audited. If the Balance sheet for F.Y. 2021-22 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.**

2021-22 has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer

*** In case the bidder is a Joint Venture/Consortium, each individual member has to submit this affidavit.**

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure X - Form of Performance Security (Guarantee) by Bank

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

To,

The Managing Director

[Attn: Sr. DGM (Civil & Procurement)]
Gujarat Metro Rail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010, Gujarat, India
Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of LOA No.: _____ for **Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC** (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by the Client in the said Contract that the Consultant shall furnish the Client with a Bank Guarantee from an Indian Scheduled Bank (eluding 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 Consultant such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Client, on behalf of the Consultant 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 Client, 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 Client needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Client shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Consultant shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Client and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the Contract and the Client's decision as to what amount is due to the Client from the Bank against the guarantee and as to Consultant has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Consultant shall have no right to interfere with the same and the Bank

Signature & Stamp of Bidder (Authorised Person from Bidder)

shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Client without the consent of the Consultant and without referring the matter to the Consultant.

3. The Bank further agrees that the Client shall be the sole judge as to whether the Consultant is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Consultant is in default shall be final, and binding on the Bank, notwithstanding any differences between the Client and the Consultant, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Consultant for any reason whatsoever.
4. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Consultant 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 Client to proceed against the Consultant before presenting to the Bank its demand under this Guarantee.
6. The Client 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 Consultant contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Consultant 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 Client, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Client of the liberty with reference to matters aforesaid or by reason of time being given to the Consultant or any other forbearance, indulgence, act or omission on the part of the Client 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 Client 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 Consultant 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 Client 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 Consultant'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 Client 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

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 Client 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 Client 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 -----

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – XI, Check list

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

Sr No.	Document to be Submitted (i.e. Technical Bid)	Yes or No
1	Technical Bid (Physical & Online)	
A	Online submission (Please Refer N Procurement Portal)	
B	Physical Submission	
a.	Envelope – 1 (i.e. Tender fees and EMD)	
b.	Envelope – 2 (i.e. Qualification cum Technical Bid)	
c.	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.	
d.	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	
e.	Board Resolution, MoU & Power of Attorney in favor of authorized signatory on behalf of the Contractor and Registered JV/Consortium Agreement (in case of JV/Consortium)	
f.	Signed & stamped copy of GST registration number and GST return data of last 3 months.	
g.	Signed & stamped copy of valid license under Contract Labour Act for latest assignment.	
h.	Signed & stamped copy of the P.F. registration and latest Challan copy and Bank Transaction Copy of latest assignment.	
i.	Signed & stamped copy of the E.S.I. registration and contribution statement of last 3 months of latest assignment.	
j.	Signed & Stamped copy of valid Professional Tax Certificate	
k.	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.	
l.	Signed & stamped copy of the latest IT return of last 5 years filed by agency	
m.	Experience Certificates with summary in tabulated form - List with documents from the concerned organizations (minimum-5years) on its letterhead along with necessary contact details; and a satisfactorily work completion certificate to be provided compulsorily.Refer notes in Clause b) of Minimum Eligibility Criteria.	
n.	Experience Certificate obtained from client for execution of Service Management Software as referred in Clause (e) of Section III, Minimum Eligibility Criteria (OPTIONAL)	
o.	Software Overview Demo Report/Guide (OPTIONAL)	
p.	Annexure-I (Contact Details – filled by Each Applicant/Each Member of JV/Consortium), Annexure II (Experience and Financial Details), Annexure-III (Financial Bid)	

Signature & Stamp of Bidder (Authorised Person from Bidder)

Tender for Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC

	Annexure-V (Undertaking) Annexure IV (Bank Guarantee) Annexure-XI (Check List)	
q.	Annexure-VI (Undertaking as per Clause 1.1.3) Annexure-VII (% of Local content) Annexure-VIII (Undertaking) Annexure-IX(Affidavit for Unaudited Balance Sheet)	
r.	Annexure X (Performance Guarantee)	
s.	Annexure XII (JV/Consortium Agreement)	
t.	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- XII, JV/Consortium Agreement

Tender No: GMRC/SURAT/FACILITY MANAGEMENT & SECURITY SERVICES/2023

The Consortium Agreement

Format for the Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting the Tender are required to follow the applicable law in their country)

FORM OF CONSORTIUM AGREEMENT BETWEEN
I....., M/S.....,
M/S..... ANI/S.....
FOR (.....)

THIS Consortium Agreement (hereinafter referred to as "Agreement") executed in this..... day of Two thousand between a company incorporated under the laws of..... and having its Registered Office at (hereinafter called the "Party 1", which expression shall include its successors, executors and permitted assigns), and a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party 2", which expression shall include its successors, executors and permitted assigns) and a Company incorporated under the laws of having its Registered office at....."....." (hereinafter called the "Party 3", which expression shall include its successors, executors and permitted assigns)

(The Tendering consortium should list the name, address of its registered office and other details of all the consortium Members)

for the purpose of submitting the Tender in response to the Tender Documents and in the event of selection as Successful Tenderer to execute the Contract Agreement and/or other requisite documents, and to carry out the **Contract for "Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC"** to be awarded by Gujarat Metro Rail Corporation (GMRC) Limited (hereinafter referred as "GMRC" or "the Company").

Party 1, Party 2, and Party 3 are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS GMRC desired to engage a Contractor for **Contract for "Tender for Providing Facility Management, housekeeping services including housekeeping materials and Security Services for Surat Office of GMRC"** and for this purpose invited complete tender.

AND WHEREAS Section – III, minimum eligibility criteria stipulates that the Tenderers qualifying on the strength of a consortium shall submit a legally enforceable Consortium Agreement in a format specified in the Tender Documents.

NOW THEREFORE, THIS INDENTURE WITNESSES AS UNDER:

In consideration of the above premises and agreement, all the parties in this Consortium do hereby mutually agree as follows:

Signature & Stamp of Bidder (Authorised Person from Bidder)

1. In consideration of the selection of the Consortium as the Successful Tenderer by the Company, we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s..... (Insert name of the Lead Member), shall act as the Lead Member as defined in the Tender Documents for self and agent for and on behalf of (the names of all the other Members of the Consortium to be filled in here) to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Tender for the Contract including submission of the Tender, participating in meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with Gujarat Metrorail Corporation (GMRC) Limited or any other Government Agency or any person, in connection with the Works until culmination of the process of tendering till the Contract is entered into with GMRC and thereafter till the expiry of the Contract.
2. The Lead Member is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium incur liabilities and receive instructions for and on behalf of all Members. It is agreed by all the Members that entire execution of the Contract including payment shall be carried out exclusively through the Lead Member.
It is further expressly agreed that the payment from GMRC shall be made only to the Consortium. However on expressed request of the Consortium, the payments can be made in name of members of the Consortium/JV individually, as hereby agreed by the Consortium and as instructed to GMRC by the Consortium, with clear indemnification to GMRC for any consequences of such payments and with clear agreement that all these payments are on account of the Consortium only and such undertaking must be given by the Consortium including all its members, before any such arrangements of payments can be made by GMRC.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations under the Contract with GMRC. Each Consortium Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
4. In case of any breach of any of the obligations as specified under clause 3 above by any of the Consortium Members, the Lead Member shall be liable to fulfil such obligation.
5. It is agreed that sharing of responsibilities hereto among the Consortium members shall not in any way be a limitation of responsibility of the Lead Member under these presents.
6. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of _____.
7. It is hereby agreed that the Lead Member shall furnish the Tender Guarantee, as stipulated in the Tender Documents, on behalf of the Consortium.
8. It is hereby agreed that in case of selection of tendering consortium as the Successful Tenderer, the Parties to this Consortium Agreement do hereby agree that the Lead Member shall furnish the Performance Security on behalf of the Consortium, as stipulated in the Tender Documents.
9. It is further expressly agreed that the Consortium Agreement shall be irrevocable and, for the Successful Tenderer, shall remain valid over the term of the Contract, unless expressly agreed to the contrary by the Company.
10. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in response to the Tender Documents for the purposes of the Tender.
11. In terms of Tender Documents issued by the Company, it is agreed by the Members that the participation of Lead Member shall not be less than ____ and participation of each of the other Member shall not be less than ____ till completion date of the Works is achieved.

Signature & Stamp of Bidder (Authorised Person from Bidder)

12. It is expressly understood and agreed between the Members that the respective share of interest/participation, responsibilities and obligations of each of the Members shall be as follows:

Sl.No.	Name of Member	Role (Lead member/member)	Role in terms of individual responsibility	% participation

13. It is agreed by the Members that the above sharing of interest/participation, responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Works as envisaged in the Tender Documents and the Contract. The Parties shall be jointly and severally liable for execution of the Works in accordance with the terms of the Contract and the Tender Documents.
14. It is clearly agreed that the Lead Member shall ensure performance under the Contract and if one or more Consortium Members fail to perform its/ their respective obligations under the agreement(s), the same shall be deemed to be a default by all the Consortium Members.
15. It is agreed by all the Members that there shall be separate Consortium Bank Account (distinct from the bank accounts of the individual Members) to which the individual Members shall contribute their share capital and/or working capital and the financial obligations of the Consortium shall be discharged through the said Consortium Bank Account only and also all the payments received by the Consortium from the Employer shall be through that account alone.
16. It is hereby expressly agreed between the Parties to this Consortium Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of the Company.
17. We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Lead Member pursuant to this Agreement and that all acts, deeds and things done by the aforesaid Lead Member shall and shall always be deemed to have been done by us/ Consortium.
18. We hereby agree on following annexure(s), which is/ are integral part of this Consortium Agreement and in any way do not limit or dilute or contradict the matters mentioned in Para(s) up to 15 of this agreement.

.....

This Consortium Agreement

- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party,
- (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof including the Consortium/ Tenderer's legal persona and there is or are no other agreements relating to the Consortium/ Tenderer's incorporation, constitution, powers or organisation which may affect in any way its ability to carry out the Works;

Signature & Stamp of Bidder (Authorised Person from Bidder)

(c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of the Company.

IN WITNESS WHEREOF, the Parties to the Consortium Agreement have, through their authorized representatives, executed these presents and affixed common seals of their respective companies on the Day, Month and year first mentioned above.

Common Seal of.....For and on behalf of Consortium Member has been affixed in my/our presence.....(Party 1) pursuant to the M/s..... Board of Director's resolution dated.....

(Signature)

Signature of Authorized representative

Name:
Designation.....
Place:
Date:

Name.....
Designation.....
Place:

Witness:

1. (Signature).....
Name
Designation.....

3. (Signature).....
Name.....
Designation.....

Common Seal of.....For and on behalf of Consortium Member has been affixed in my/our presence.....(Party 2)pursuant to the M/s..... Board of Director's resolution dated.....

(Signature)

(Signature of authorized representative)

Name:

Name:

Designation:

Designation:

Place:

Place:

Date:

Date:

Signature & Stamp of Bidder (Authorised Person from Bidder)

WITNESS

1. (Signature).....
Name
Designation.....

2. (Signature).....
Name.....
Designation.....

Attested:
(Notary Public)
Place:
Date.....

The Consortium agreement after due approval of the draft by employer will have to be registered in the office of registrar/ sub registrar of revenue-land and stamp of the jurisdiction for the successful tenderer.

Signature & Stamp of Bidder (Authorised Person from Bidder)