



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

Tender No. GMRC/ADMIN/STATIONERY ITEMS/2023
Date: 24-02-2023

“TENDER FOR SUPPLY OF STATIONERY ITEMS AT GMRC OFFICES”

TENDER DOCUMENT Comprises of:

- Section I: Notice Inviting Tender
- Section II: Stationery item Details
- Section III: Minimum Eligibility Criteria
- Section IV: Tendering Process
- Section V: Instruction to Bidder
- Section VI: Terms and Conditions of Contract
- Annexure – I to X



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

Press Notification:



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

TENDER NOTIFICATION NO. GMRC/ADMIN/STATIONERY ITEMS/2023

Date: 24-02-2023

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

Tender Name	Tender Fees
"Tender for Supply of Stationery items at GMRC Offices"	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 17-03-2023.

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, "Supply of Stationery items at GMRC office"

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/ADMIN/STATIONERY ITEMS/2023
B. Name of Work	"Supply of Stationery items at GMRC offices"
C. Approximate cost of work	INR 16.68 Lakh (inclusive of all taxes)
D. 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.
E. Earnest Money Deposit	Amount of Tender Security:- INR 33,400/ (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/Ahmedabad.
F. Last Date and time of submission of E-Tender (both online and physical)	17-03-2023, 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)

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H. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone/letter.
I. Venue of physical submission of Technical Bid	Sr. DGM- Civil & Procurement, GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED. (A SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
J. Tender validity	90 days from its submission date
K. Security deposit / Performance Guarantee	3% of Contract Price
L. Contract period	One year from the date of final award of contract further extendable to one year subject to review and satisfactory performance of the Agency.

Tender Cost and Tender Security is exempted for bidders (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 any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Cost and Tender Security if;

- either they are not registered for appropriate category category.
- or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from 'Tender Cost and Tender Security', being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration in appropriate category for "Supply of Stationery items, Activities" and Terminal Validity of registration. In absence of any of the above requirements no exemption for 'Tender Cost and Tender Security' will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs. No further clarification shall be sought on the above. Notes:-

1. In case the bidder who has been exempted Tender Cost/Tender Security being Micro & Small Enterprises, and;
 - (i) Withdraws his Tender during the period of Tender validity; or
 - (ii) becomes the successful bidder, but fails to commence the work (for whatsoever reasons) as per terms & conditions of Tender; or
 - (iii) refuses or neglects to execute the contract; or
 - (iv) fails to furnish the required Performance security within the specified time,

The bidder shall be debarred from participating in future tenders for a period of 1 year from the date of discharge of tender/ date of cancellation of LOA/ annulment of award

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of contract as the case may be. Thereafter, on expiry of period of debarment, the bidder may be permitted to participate in the procurement process only on submission of required Tender Cost/ tender Security.

Further the Employer may advise the authority responsible for issuing the exemption certificate to take suitable actions against the bidder such as cancellation of enlistment certificate etc.

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:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
- ii. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). Minimum local content for 'Class-I local supplier' shall be 90% for the subject tender.
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under the Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 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.

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- 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-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)

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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
 - (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;

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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 same with tender submittal untampered, duly signed and stamped on each page.
- (2) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be published in the newspapers but the same will be uploaded on N Procurement and GMRC website, as mentioned above.
- (3) The tenderers may obtain further information/clarification, if any, in respect of these tender documents from the office of Managing Director, [Attn: Sr. DGM (Civil & Proc.)], Gujarat Metro Rail Corporation (GMRC) Limited, formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, email id: snehal.shah@gujaratmetrorail.com
- (4) The Tender Document comprises of following documents;
 - Section – I, Notice Inviting Tender
 - Section – II, Detail of Stationery Items
 - Section – III, Minimum Eligibility Criteria
 - Section – IV, Tendering Process
 - Section – V, Instruction to Bidder
 - Section – VI, Terms and Conditions of Contract
 - Annexure – I to X

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- (5) GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.
- (6) GMRC also does not bind itself to accept the lowest rate. GMRC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- (7) If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.
- (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

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Section – II, DETAILS OF STATIONERY ITEMS FOR GMRC OFFICES.

Sr. No.	Product Name	Unit	Estimated Qty per month .	Estimated Qty per Annum.
1	Button Folder - Solo - MC 102	Piece	30	360
2	CD - 700 mb - Frontech - Professional	Piece	10	120
3	DVD - 4.5 gb - Frontech - Professional	Piece	10	120
4	CD - 700 mb - Frontech - Professional	Piece	10	120
5	Binder Clip - 19 mm	Packet	30	360
6	Binder Clip - 25 mm	Packet	30	360
7	Binder Clip - 32 mm	Packet	30	360
8	Binder Clip - 51 mm	Packet	30	360
9	Sticky Notes	Packet	20	240
10	Colour Flags	Packet	20	240
11	High Lighter	Piece	10	120
12	Fevistic	Piece	30	360
13	Scale	Piece	20	240
14	Cello Tape - 1/2 Inch, Transperent	Piece	10	120
15	Cello Tape - 1 Inch, Transperent	Piece	15	180
16	Cello Tape - 2 Inch, Transperent	Piece	20	240
17	Cello Tape - 1 Inch, Brown	Piece	20	240
18	Cello Tape - 2 Inch, Brown	Piece	20	240
19	Cello Tape - 3 Inch, Brown	Piece	20	240
20	Pencil - Apsara, Platinum	Piece	50	600
21	Eraser - Apsara, Non Dust	Packet	30	360
22	Push Pin - Coloured	Packet	20	240
23	Cell - Everready, AA	Piece	10	120
24	Cell - Everready, AAA	Piece	10	120
25	Cell - Duracell, AA	Piece	10	120
26	Cell - Duracell, AAA	Piece	10	120

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Tender for Supply of Stationery items at GMRC Offices.

Sr. No.	Product Name	Unit	Estimated Qty per month .	Estimated Qty per Annum.
27	White Board Marker - Camlin, Black	Piece	10	120
28	Pocket Spiral Diaries - Classmate - 40 Page	Piece	10	120
29	Pocket Spiral Diaries - Classmate - 80 Page	Piece	10	120
30	Paper Cutter - G1C, 9 mm	Piece	20	240
31	Gum - Wheel, 150 ml	Piece	10	120
32	Report File - Keny 865 Tra	Piece	10	120
33	Two Hole File - Padam	Piece	40	480
34	Lever File - Padam	Piece	50	600
35	Lever Arch File - SPS	Piece	50	600
36	Pen - Use & Throw - Saino Softek, Blue	Piece	50	600
37	White Board Marker - Camlin, Red	Piece	10	120
38	White Board Marker - Camlin, Blue	Piece	10	120
39	Pen - Cello Butter Flow, Blue	Piece	40	480
40	Flap File - Padam	Piece	30	360
41	Notice Board - 2*3	Piece	2	24
42	Water Bottle - Cello Crystal	Piece	40	480
43	Stapler Pin - For No 10	Box	20	240
44	Push Pin - Opec	Packet	10	120
45	Permenant Marker - CD Marker, Camlin, Fine Tip	Piece	10	120
46	Permenant Marker - Thick Point Marker, Camlin, Fine Tip	Piece	30	360
47	Stapler Pin - For No 24/6	Piece	20	240
48	Calculator - Orpat 400 GT	Piece	5	60
49	Spiral Pad - Padam	Piece	20	240
50	Pen - Cello Technotip Exam , Blue	Piece	20	240
51	Stapler - HD 10	Piece	15	180
52	Calculator - Citizen CT 555N	Piece	5	60

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Tender for Supply of Stationery items at GMRC Offices.

Sr. No.	Product Name	Unit	Estimated Qty per month .	Estimated Qty per Annum.
53	Register - 2 Quire	Piece	10	120
54	Pen - Fine Grip , Blue	Piece	10	120
55	Correction Pen - Cello, Liquimate 10N 7 ml	Piece	20	240
56	Stamp Pad - Faber Casell, Blue	Piece	10	120
57	Permenant Marker - CD Marker, Camlin, Fine Tip	Piece	10	120
58	Envelopes - White, 11*5	Piece	50	600
59	Envelopes - White, 9*4	Piece	50	600
60	Envelopes - White, 12*10	Piece	50	600
61	Envelopes - White, 16*12	Piece	50	600
62	Stapler - HD 10 D	Piece	10	120
63	Tape Dispensers - King, 1 Inch	Piece	10	120
64	Correction Pen - Cello, Liquimate 5 ml	Piece	10	120
65	Sharpner - Natraj 621	Piece	20	240
66	Envelope- Polynet, 16*12	Piece	50	600
67	Envelope -Polynet, 12*10	Piece	50	600
68	Spring File - Reliable, Silver	Piece	20	240
69	Pen - Add Gel Achiver, Blue	Piece	30	360
70	Pen - Cello Butter Flow, Black	Piece	20	240
71	Pen - Cello Butter Flow, Red	Piece	10	120
72	Pen - Cello Technotip Exam , Red	Piece	10	120
73	File Tag - Red	Piece	50	600
74	Pen - Cello Technotip Exam , Black	Piece	10	120
75	Pen - Use & Throw - Saino Softek, Black	Piece	20	240
76	Pen - Use & Throw - Saino Softek, Red	Piece	20	240
77	Spiral Note Pad - Paper Club, Office Wire	Piece	20	240
78	Punch Machine - Kangaroo - 280	Piece	20	240

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Tender for Supply of Stationery items at GMRC Offices.

Sr. No.	Product Name	Unit	Estimated Qty per month .	Estimated Qty per Annum.
79	Scissor - Infinity SC 004	Piece	10	120
80	Scissor - Infinity SC 007	Piece	10	120
81	Paper Weight - Glass	Piece	10	120
82	Pen Stand - Plastic or Mesh Wire	Piece	10	120
83	Sheet Protector - Keny	Piece	50	600
84	Register -Padam, Inward	Piece	4	48
85	Register -Padam, Outward	Piece	4	48
86	Register - Vansh 3 Quire	Piece	4	48
87	Stcik File (Dandi File) - Solo RC 001	Piece	10	120
88	Pen - Rorito , Fanta Flow	Piece	10	120
89	Display File - Keny 851 A	Piece	10	120
90	Saperator - Keny, A to Z	Piece	10	120
91	Saperator - 1 to 20	Piece	10	120
92	Plotter Roll - 42 Inch - A0	Rolls	5	60
93	Plotter Roll - 36 Inch - A1	Rolls	5	60
94	Rubber Band - Kamal Kesar	Box	2	24
95	Pen - Use & Throw, Saino Softek, Green	Piece	10	120
96	A 3 paper ream 75 gsm	Piece	40	480
97	A4 paper ream 75 gsm	Piece	200	2400
98	Legal paper ream 75 gsm green	Piece	20	240
99	U Pin	Box	10	120

The above quantity are approximate monthly quantity mentioned in bid for last year annual consumption does not mean that same quantity will be ordered during a contract period of one year. It may vary from time to time and solely depends on requirement of GMRC.

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Section – III, MINIMUM ELIGIBILITY CRITERIA

1. The bidder shall be stationed locally by a dedicated branch or through registered office in Gandhinagar/Ahmedabad for minimum last three years as a Supply of Stationery items under Shop & Establishment Act.
2. Bidders should possess a minimum of three (3) years of experience for similar kind of services of providing Stationery Items in Ahmedabad during last seven years ending 31.01.2023. The experience details shall be filled in the format provided in Annexure II (A) along with work completion certificate.
3. Work Experience : The tenderers will be qualified only if they have the experience of rendering of similar services in any of the Government Department/ Autonomous institutions/Universities/Public Sector Undertakings of the Govt. of India/ Govt. of Gujarat or any other State Government or Public Sector Banks or Local bodies / Municipalities or major Private concern, as given below:
 - (i) At least one “similar work”**of value of Rs.13.34 Lacs
OR
 - (ii) Two “similar works” **each of value of Rs.8.34 Lacs
OR
 - (iii) Three “similar works”**each of value of Rs.6.67 Lacs

**Similar Nature of Work is Supply of Stationery Items in Offices

4. The similarity and suitability of the experience shall be assessed by GMRC on the basis of documentary proof furnished by Bidders. The tenderer shall attached the details of work executed by them in the Performa prescribed in Annexure II (A).
5. 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.13,34,000/- (Indian Rupees : Thirteen Lakh Thirty Four two Thousand Only) per year from providing similar work for Supply of Stationery Items The Turn Over must be certified by the Statutory Auditor/Chartered Accountant.
7. 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

- The bidder was never cited by any regulatory agency for a safety violation in the last five years.

Other Submissions:-

Apart from above mentioned submissions, bidder is required to submit the following documents in their qualification cum technical bid.

- a. IT Returns of last three years
- b. Copy of PAN, TAN, GST Registration number etc.

Notes:

1. The Bidder are advised to submit his Bid (i.e. Technical Bid) in spiral / binder book with index, page numbering, sign and stamp on each and every page and also to be uploaded online 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.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – IV, TENDERING PROCESS:

Gujarat Metro Rail Corporation (GMRC) Limited (herein after referred to as GMRC or GMRC Ltd), A Special Purpose Vehicle (SPV) of Government Of India (GoI) and Government Of Gujarat (GoG) invites offer through E-Tendering in 2 (two) bids systems from reputed / authorized / experienced firms / companies stationed locally in Gandhinagar/Ahmedabad and engaged in the business of Supply of Stationery items as per the requirements for GMRC's office for the period of one year and further extendable to one year if the performance of the Agency is found satisfactory.

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

Technical Bid (Both physical & online form)

Technical Bid shall be submitted in three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly superscribing 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 be marked as "Tender Fees and EMD (Earnest Money Deposit)",

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

Envelope – 3, should be marked as "Tender Document" containing the unfilled copy of Tender Document signed and stamped 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 be placed in a single cover clearly written on the top as "Tender for Supply of Stationery items at GMRC Offices" which should be submitted both in physical & Online form on or before the last date and time of tender submission. Late submission of tenders will not be accepted.

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

Earnest Money Deposit (EMD) of Rs. 33,400/- (Rupees Thirty three Thousand Four Only) in the form of Demand Draft / Pay-Order / Bank Guarantee / Fixed Deposit to be drawn in favour of "GMRC Limited", payable at Gandhinagar on or before the last date and time of submission.

Signature & Stamp of Bidder (Authorised Person from Bidder)

The successful bidder of the tender shall have to submit a Performance Guarantee in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of 3% of Contract Value to be drawn in favour of "GMRC Limited" within seven days from the issuance of LOA (Letter of Acceptance) with a validity of 60 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 – V, INSTRUCTION TO BIDDERS

1) ONE BID PER BIDDER:

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

(2) COST OF BID:

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

(3) AMENDMENT TO BID DOCUMENT:

At any time, prior to the date of submission of bids, the GMRC Ltd. may for any reason, at its discretion, whether at its own initiative or in response to a clarification by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on GMRC / (n)Procurement website and these amendments will be abiding to the bidders. Bidders are advised to visit GMRC / (n)Procurement website regularly for updates in this regards.

(4) EXTENSION OF TIME:

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

(5) VISIT TO OFFICES / SITE OFFICES:

The bidder is required to provide Stationery Items at GMRC offices. However, in case, if required GMRC may request existing successful agency to provide Stationery Items other stations / office etcetera of GMRC. Hence, the bidder is advised to visit all these venues and acquaint himself/herself with the Supply System. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has visited to GMRC offices,

(6) LANGUAGE:

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

(7) FORM OF BID:

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

(8) CURRENCIES OF BID AND PAYMENT:

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

(9) RIGHT TO VARY QUANTITIES:

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

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

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

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

(11.1) Refer: Section IV (technical bid – both physical & online form)

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

Tender Fees: - Demand Draft or Pay-Order of Rs.5,000/- (Rupees: Five Thousand Only) Non refundable as Tender Fees to be drawn in favour of "GMRC Limited" payable at Gandhinagar on or before the last date and time of submission.

EMD: The Bidder shall deposit EMD (Earnest Money Deposit) for an amount of Rs. 33,400/- (Rupees: Thirty three Thousand Four Only) in the form of an Account Payee DD or Pay Order or Bank Guarantee or Fixed Deposit from a Scheduled commercial bank in an acceptable form in favour of GMRC Limited along with the technical bid as mentioned in Bid Submission. The bid security should remain valid for a period of One hundred and Twenty 120 (90+ 30) days beyond the last date of submission of technical bid.

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

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

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

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

(11.7) EMD shall be forfeited if the bidder withdraws his bid during the period of Tender validity. (11.8) EMD shall be forfeited if the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within the time frame specified by GMRC Ltd.

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

- a. Signed & stamped copy of PAN card of the Agency/Firm/Company under Income Tax Act. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm/any other firm and if partnership firm/company, names addresses and telephone numbers of all Directors/Partners along with Annexure-I
- b. Signed & stamped copy of valid Registration Number of Agency under Shop & Establishment Act.
- c. Signed & stamped copy of GST registration number.
- d. Proof of Annual turnover of last three financial years as stated in Minimum Eligibility Criteria. It should be supported by audited P&L statement or Balance sheet copy or CA certificate of the turnover.
- e. Experience Certificates with summary in tabulated form - List with documents from the concerned organizations on its letterhead along with necessary contact details as mentioned in Annexure-II; and a satisfactorily work completion certificate to be provided compulsorily.
- f. Annexure-V (Undertaking)

Signature & Stamp of Bidder (Authorised Person from Bidder)

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

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

The tender form for the financial bid in Proforma prescribed in tender document as 'Online financial proposal' in Annexure- III

Help Desk Link for E-Tendering: -

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

(n)Procure Cell
403, GNFC Infotower, S.G. Road,
Bodakdev, Ahmedabad – 380054 (Gujarat)
Contact Details
Fax : +91-79-40007533
E-mail : nprocure@ncode.in

TOLL FREE NUMBER : 1800-419-4632

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

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

(12.2) Bid Prices:

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Bid Offer covers Bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Supply of Stationery at GMRC Office.

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

(12.4) It shall be the responsibility of the bidder / tenderer to ensure that this tender is submitted both in physical form & Online (i.e. Technical Bid) and online form (i.e. Financial bid) on e-tendering portal <https://gmrcnprocure.com> before the deadline of submission. Non submission of any one of the above submission shall be considered as non-responsive and liable to be summarily rejected.

(13) BID OPENING AND EVALUATION:

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

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

(13.3) Conditional Bids will also be summarily rejected.

(13.4) To assist in the examination, evaluation and comparison of Financial Package, the GMRC may ask Tenderers individually for clarification of their tenders, including breakdowns of prices. The request for clarification and the response shall be in writing or by Tele-fax, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm correction of arithmetical errors discovered by the Engineer/ Employer during the evaluation of tenders.

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

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

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

“A” = Unit of Measurement (UoM)

“B” = Approximate quantity of consumption(monthly)

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

“D” = “12x B” x “C” (Multiplication of Approximate quantity of Annual consumption (12xB) and per unit rate submitted by bidder)

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

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

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

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

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

(14.3) Upon issuance of LOA, the successful bidder shall submit Performance Guarantee of 5% of Contract value in conformity with the bid documents, in stipulated time period which is within 7 (Seven) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and GMRC on suitable stamp and after that EMD will be released.

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

(15) CANCELLATION OF LETTER OF ACCEPTANCE:

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in the form of Bank Guarantee / Demand Draft in stipulated time (within seven days of

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

(16) POST BID CLARIFICATION:

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

(17) Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders, the Employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by facsimile, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the tenders.

(18) MISCELLANEOUS:

(18.1) The bidder is expected to examine all the instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result into rejection of the bid.

(18.2) GMRC may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder shall also include remarks of its respective clients/principal employer about no levying financial penalty or other major penalty to the bidder during his contract tenure. If any kind of financial penalty or any other major penalty levied to the bidder by its previous clients/principal employer is found, in such case the bidder will be disqualified at Technical Bid Evaluation stage.

(18.3) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.

(18.4) The Bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform GMRC and shall ensure to get all the details on time.

(18.5) Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at snehal.shah@gujaratmetrorail.com within 10 days from the date of issuance of the tender. The clarifications and amendments, if needed will be issued within 5 days from the last date of query submission date. Queries after the stipulated time period i.e.10 days from the date of issuance shall not be considered in any case.

(18.6) The decision taken by GMRC will be final and abiding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against GMRC Ltd.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Section – VI, TERMS & CONDITIONS OF CONTRACT:

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

1. Responsibility and Scope of Agency

- a. The Agency has to supply the contracted items in the mentioned/Standard Quality at agreed rate quoted in tender throughout the contract period.
- b. The Agency has to supply the demanded items on day zero (the day item is demanded by GMRC) and the Agency should deliver the items at all site/offices at free of cost.
- c. No extra payment (in terms of any other charges) shall be demanded from GMRC towards the delivery of the demanded items.
- d. GMRC and its officials reserve all rights to decline the delivery of the demanded items if the items are not found up-to-the-mark by its official and any expenses or losses caused to the suppliers shall be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.

2. Period of Contract:

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

3. Payment of Monthly Bills

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

- Delivery challans must be signed & stamped by GMRC authorised person and Agency along with copy of order placed.
- Invoice duly signed and stamped by authorized person of agency in two copies
- Deliveries register copy duly signed by security of GMRC and agency.

4. Deduction for Exceptions:

- a) In case the firm fails to supply the items within stipulated time period, a suitable amount of penalty decided by GMRC officials will be deducted from the agency's monthly bill/performance guarantee and action will be taken against the firm to recover suitable penalty. If GMRC found the Sub-standard quality of any delivered items, GMRC has all the rights to cancel/return those items and may charge the penalty towards the same.
- b) 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 tender, it shall be recovered by GMRC from The Agency.
- c) GMRC will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time.
- d) If any repetitive lapses are found in the performance of the agency, GMRC may terminate the contract without giving any notice period to the agency.

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- e) On any particular incident negatively affecting the working of GMRC, a suitable amount of penalty as decided by GMRC officials will be deducted from the agency's monthly bill/performance guarantee.
- f) Penalty or Deduction may be recovered by GMRC from The Agency's subsequent bills without consent of the agency at GMRC's discretion.

5. Performance Guarantee:

The Agency shall deposit Performance Guarantee of 3% of Contract Value in the form of DD, PO, Bank Guarantee or Fixed Deposit from Scheduled commercial bank within 7 calendar days from the date of Letter of Acceptance (LOA). Performance Guarantee must be valid up to a period of Ninety Days after the date of completion of contract, In case of extension of contract period the Bank Guarantee is to be extended further as per the requirement of GMRC Company Ltd. This Performance Guarantee shall be released only after 60 Days from the date of expiry of the contract.

6. Sub-Contracting:

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

7. Transportation :

Transportation of goods and transit insurance up to the GMRC Office shall be in supplier's scope.

8. Change in Terms and Conditions/Contract:

- GMRC LTD. shall reserve all the rights to make changes in the terms and condition in the mentioned contract/tender by a notice in writing to the agency. The agency will be bound by the same and no representation in the said manner will be allowed / entertained.
- Approximate Quantity mentioned in bid for last year annual consumption does not mean that same quantity will be ordered during a contract period of one year. It may vary from time to time and solely depends on requirement of GMRC.
- In Special circumstances, GMRC may ask for replacement of brand mentioned in bid on mutually agreed rate during the contract period.
- GMRC shall reserve all the rights to make changes in Make/Brand of stationery item mentioned in bid at its discretion during the contract period.
- GMRC shall reserve all the rights to add or delete items from the contract if required without giving any reasons to agency.

9. Termination:

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

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specifications for next three months. GMRC has to complete process to appoint the new agency during the mentioned period.

- c) 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 seized.
- d) 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.
- e) 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.

10. Statutory Compliance with Laws, Regulations and Orders:

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

11. Applicable Law:

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – I, Contact Details

1	Name Address of Firm/Agency	
	Telephone No. of Owner/Authorized Person	
2	Registration No. of the Firm/ Agency	
3	Name, Designation, Address and Telephone No. of Authorized Person of Firm / Agency to deal with	
4	Please specify as to whether Tenderer is sole proprietor / Partnership Firm. Name, Address and Telephone No. of Director / Partners should specified	
5	PAN Card no issued by Income Tax Department	
6	Details of Tender Fees a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
7	Details of EMD a) Amount	
	b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – II, Experience & Financial Details

Annexure II (A)

Technical Experience.

This Annexure must be supported with certificates:-

S N	Similar Contract description	Contract Identific ation Number	Date of work Award	Employer's Name, address, telephone number, email etc.	Value of Work Awarded	Completi on Date of work	Completi on Cost of Work in INR	Value of similar work in comple ted work
1								
2								
3								
4								
	Add required number of rows							

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence (Experience Certificate/Work Completion Certificate on Client's Letter Head will only be considered) which clearly mentioned the amount for "similar Supply of Stationery Items" work.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. The contractor is also required to attach copy of letter of award, completion certificate etc. with respect to the experience claimed by the Contractor.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure II (B)

(ii) Financial Detail

Description	FINANCIAL YEARS (in INR)		
	2019-20	2020-21	2021-22
Annual Turnover			
Average Annual Turnover			
Name of Chartered Accountant (CA)			
Seal & Signature of CA			
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 (A), as mentioned above.
2. The financial data in above prescribed format, Annexure –II (B) shall be certified by Chartered Accountant in original under his signature, stamp and membership number.

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – III, Financial Bid

PRICE BID FOR STATIONERY ITEMS**(TO BE FILLED ONLINE ONLY)**

Approximate Quantity mentioned in Annexure-III is based on last year annual consumption does not means that same quantity will be ordered during a contract period of one year .It may vary from time to time and solely depends on requirement of GMRC.

Sr.No.	Product Name	Unit	Approximate Required Quantity Per Annum "A"	Price/rate (including all Taxes) "B"	Annual Amount (including all Taxes) C="A x B"
1	Button Folder - Solo - MC 102	Piece	360		
2	CD - 700 mb - Frontech - Proffesional	Piece	120		
3	DVD - 4.5 gb - Frontech - Proffesional	Piece	120		
4	CD - 700 mb - Frontech - Proffesional	Piece	120		
5	Binder Clip - 19 mm	Packet	360		
6	Binder Clip - 25 mm	Packet	360		
7	Binder Clip - 32 mm	Packet	360		
8	Binder Clip - 51 mm	Packet	360		
9	Sticky Notes	Packet	240		
10	Colour Flags	Packet	240		
11	High Lighter	Piece	120		
12	Fevistic	Piece	360		
13	Scale	Piece	240		
14	Cello Tape - 1/2 Inch, Transperent	Piece	120		
15	Cello Tape - 1 Inch, Transperent	Piece	180		
16	Cello Tape - 2 Inch, Transperent	Piece	240		
17	Cello Tape - 1 Inch, Brown	Piece	240		
18	Cello Tape - 2 Inch, Brown	Piece	240		
19	Cello Tape - 3 Inch, Brown	Piece	240		
20	Pencil - Apsara, Platinum	Piece	600		
21	Eraser - Apsara, Non Dust	Packet	360		
22	Push Pin - Coloured	Packet	240		
23	Cell - Everready, AA	Piece	120		

Signature & Stamp of Bidder (Authorised Person from Bidder)

Sr.No.	Product Name	Unit	Approximate Required Quantity Per Annum "A"	Price/rate (including all Taxes) "B"	Annual Amount (including all Taxes) C="A x B"
24	Cell - Everready, AAA	Piece	120		
25	Cell - Duracell, AA	Piece	120		
26	Cell - Duracell, AAA	Piece	120		
27	White Board Marker - Camlin, Black	Piece	120		
28	Pocket Spiral Diaries - Classmate - 40 Page	Piece	120		
29	Pocket Spiral Diaries - Classmate - 80 Page	Piece	120		
30	Paper Cutter - G1C, 9 mm	Piece	240		
31	Gum - Wheel, 150 ml	Piece	120		
32	Report File - Keny 865 Tra	Piece	120		
33	Two Hole File - Padam	Piece	480		
34	Lever File - Padam	Piece	600		
35	Lever Arch File - SPS	Piece	600		
36	Pen - Use & Throw - Saino Softek, Blue	Piece	600		
37	White Board Marker - Camlin, Red	Piece	120		
38	White Board Marker - Camlin, Blue	Piece	120		
39	Pen - Cello Butter Flow, Blue	Piece	480		
40	Flap File - Padam	Piece	360		
41	Notice Board - 2*3	Piece	24		
42	Water Bottle - Cello Crystal	Piece	480		
43	Stapler Pin - For No 10	Box	240		
44	Push Pin - Opec	Packet	120		
45	Permenant Marker - CD Marker, Camlin, Fine Tip	Piece	120		

Signature & Stamp of Bidder (Authorised Person from Bidder)

Sr.No.	Product Name	Unit	Approximate Required Quantity Per Annum "A"	Price/rate (including all Taxes) "B"	Annual Amount (including all Taxes) C="A x B"
46	Permenant Marker - Thick Point Marker, Camlin, Fine Tip	Piece	360		
47	Stapler Pin - For No 24/6	Piece	240		
48	Calculator - Orpat 400 GT	Piece	60		
49	Spiral Pad - Padam	Piece	240		
50	Pen - Cello Technotip Exam , Blue	Piece	240		
51	Stapler - HD 10	Piece	180		
52	Calculator - Citizen CT 555N	Piece	60		
53	Register - 2 Quire	Piece	120		
54	Pen - Fine Grip , Blue	Piece	120		
55	Correction Pen - Cello, Liquimate 10N 7 ml	Piece	240		
56	Stamp Pad - Faber Casell, Blue	Piece	120		
57	Permenant Marker - CD Marker, Camlin, Fine Tip	Piece	120		
58	Envelopes - White, 11*5	Piece	600		
59	Envelopes - White, 9*4	Piece	600		
60	Envelopes - White, 12*10	Piece	600		
61	Envelopes - White, 16*12	Piece	600		
62	Stapler - HD 10 D	Piece	120		
63	Tape Dispensers - King, 1 Inch	Piece	120		
64	Correction Pen - Cello, Liquimate 5 ml	Piece	120		
65	Sharpner - Natraj 621	Piece	240		
66	Envelope- Polynet, 16*12	Piece	600		
67	Envelope -Polynet, 12*10	Piece	600		
68	Spring File - Reliable, Silver	Piece	240		

Signature & Stamp of Bidder (Authorised Person from Bidder)

Sr.No.	Product Name	Unit	Approximate Required Quantity Per Annum "A"	Price/rate (including all Taxes) "B"	Annual Amount (including all Taxes) C="A x B"
69	Pen - Add Gel Achiver, Blue	Piece	360		
70	Pen - Cello Butter Flow, Black	Piece	240		
71	Pen - Cello Butter Flow, Red	Piece	120		
72	Pen - Cello Technotip Exam , Red	Piece	120		
73	File Tag - Red	Piece	600		
74	Pen - Cello Technotip Exam , Black	Piece	120		
75	Pen - Use & Throw - Saino Softek, Black	Piece	240		
76	Pen - Use & Throw - Saino Softek, Red	Piece	240		
77	Spiral Note Pad - Paper Club, Office Wire	Piece	240		
78	Punch Machine - Kangaroo - 280	Piece	240		
79	Scissor - Infinity SC 004	Piece	120		
80	Scissor - Infinity SC 007	Piece	120		
81	Paper Weight - Glass	Piece	120		
82	Pen Stand - Plastic or Mesh Wire	Piece	120		
83	Sheet Protector - Keny	Piece	600		
84	Register -Padam, Inward	Piece	48		
85	Register -Padam, Outward	Piece	48		
86	Register - Vansh 3 Quire	Piece	48		
87	Stcik File (Dandi File) - Solo RC 001	Piece	120		
88	Pen - Rorito , Fanta Flow	Piece	120		
89	Display File - Keny 851 A	Piece	120		
90	Saperator - Keny, A to Z	Piece	120		
91	Saperator - 1 to 20	Piece	120		
92	Plotter Roll - 42 Inch - A0	Rolls	60		

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Sr.No.	Product Name	Unit	Approximate Required Quantity Per Annum "A"	Price/rate (including all Taxes) "B"	Annual Amount (including all Taxes) C="A x B"
93	Plotter Roll - 36 Inch - A1	Rolls	60		
94	Rubber Band - Kamal Kesar	Box	24		
95	Pen - Use & Throw, Saino Softek, Green	Piece	120		
96	A 3 paper ream 75 gsm	Piece	480		
97	A4 paper ream 75 gsm	Piece	2400		
98	Legal paper ream 75 gsm green	Piece	240		
99	U Pin	Box	120		
100	Total Contract D = Sum of "C"				

Note:

1. The Bidder is advised to fill Price bid (per unit) "B" at online portal, shown in Annexure-III, subsequently system will automatically calculate Amount shown "C".
2. The total of "D" will be considered to derive L1. Where "D" is sum of "C"
3. The above quantity are approximate quantity and payment will done as per actual quantity.
4. The bidder may note that the rate should be including GST / Taxes.

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

Place:

Date :

(Signature of authorized signatory)

Name & Designation

Seal of the Firm/Agency

 Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure – IV, Bank Guarantee

Tender No: GMRC/ADMIN/STATIONERY ITEMS/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 “Supply of Stationery items at GMRC Offices” [hereinafter referred to as “the Works”] pursuant to the Tender No: GMRC/ADMIN/STATIONERY ITEMS/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 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

- (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.
- b. Sixty days after the date of validity or the extended date of validity of the Tender, as the case maybe
 5. The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
 6. 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.
 7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 - 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 - 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
 - 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
 - 11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
 - 12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
 - 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ----- (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part

Signature & Stamp of Bidder (Authorised Person from Bidder)

thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 30 days after the Tender Validity Date)].

Signed and Delivered by Bank

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

Signature & Stamp of Bidder (Authorised Person from Bidder)

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

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

Name of the Firm / Agency _____

Dear Sir,

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

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

Not Used

Signature & Stamp of Bidder (Authorised Person from Bidder)

Annexure- IX, 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 supply of stationery items for Project Offices 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 (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

AND WHEREAS we _____ [Insert name and address of Bank] having registered office at _____ and having the branch at _____ (herein after referred to as the "Bank"), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the 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 shall have full rights in

Signature & Stamp of Bidder (Authorised Person from Bidder)

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 03 months 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

Signature & Stamp of Bidder (Authorised Person from Bidder)

such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the 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 – X, 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 (to be submitted both Online and Physical form)	
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.	Signed & stamped copy of GST registration number	
f.	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.	
g.	Signed & stamped copy of the latest IT return of last 3 years filed by agency	
h.	Experience Certificates with summary in tabulated form - List with documents from the concerned organizations (minimum-3years) on its letterhead along with necessary contact details; and a satisfactorily work completion certificate to be provided compulsorily.(Refer in Clause 2) of Minimum Eligibility Criteria.	
i.	Annexure-I (Contact Details) Annexure II (Experience and Financial Details), Annexure-III (Financial Bid)	
j.	Annexure IV (Bank Guarantee)	
k.	Annexure V (Undertaking)	
l.	Annexure VI (Form of Performance Security by (Guarantee) Bank)	
m.	Annexure VII (Check List)	
n.	Envelope – 3 (i.e. Unfilled Signed and Stamped Tender Document)	

Note :

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

Signature & Stamp of Bidder (Authorised Person from Bidder)