

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

Tender No. GMRC/ADMIN/XEROX/2024 Date: 12-12-2024

"TENDER FOR PHOTOCOPY/XEROX & RELATED SERVICES AT GMRC OFFICES"

TENDER DOCUMENT Comprises of:

- Section I: Notice Inviting Tender
- Section II: Printing, Xerox and other related works
- Section III: Minimum Eligibility Criteria
- Section IV: Tendering Process
- Section V: Instruction to Bidder
- Section VI: Terms and Conditions of Contract
- Annexure I to XII



Issued by Gujarat Metro Rail 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

Table of Contents	
Section – I, NOTICE INVITING TENDER	3
Section – II, PHOTOCOPY/XEROX REQUIREMENT DETAIL	12
Section – III, MINIMUM ELIGIBILITY CRITERIA	15
Section – IV, TENDERING PROCESS:	17
Section – V, INSTRUCTION TO BIDDERS	19
Section – VI, TERMS & CONDITIONS OF CONTRACT:	24
Annexure – I, Contact & Registration Details	27
Annexure – II, Experience & Financial Details	28
Annexure – III, Financial Bid	
Annexure – IV	33
Annexure- V, Undertaking	34
Annexure- VI, FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK	35
Annexure – VII, Check list	
Annexure – VIII	
FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE	
Annexure – IX	42
Annexure – X	43
Annexure – XI	44
ANNEXURE-XII	45
ANNEXURE-XIII	46
ANNEXURE-XIV	47
Annexure – XV	48

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/XEROX/2024

Date: 12-12-2024

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

Tender Name	Tender Fees
"Tender for Photocopy/Xerox & Related services at GMRC Offices"	INR 5,000/-

Interested bidders are requested to visit <u>https://tender.nprocure.com</u> for eligibility criteria, applying/ downloading the tender document. The last date and time for Bid Submissions of Tender is 15:00 Hrs on 02-01-2025.

Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on https://tender.nprocure.com and GMRC's Website www.gujaratmetrorail.com without any obligation or press notification or other proclamation.

Managing Director GMRC, Gandhinagar

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 Photocopy/Xerox & Related services at GMRC Offices**"

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/ADMIN/XEROX/2024	
B. Name of Work	"Tender for Photocopy/Xerox & Related services at GMRC Offices"	
C. Approximate cost of work	INR 13.88 Lakh (Exclusive all taxes)	
D. Tender Fees	INR 5000/-	
	[Demand Draft /Banker's cheque/Pay Order drawn on a Scheduled Commercial Bank based in India and should be in favour of "GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED" payable at Gandhinagar/Ahmedabad.	
	(Copy of GST registration no. to be provided along with Tender fee)	
E. Tender Security/Earnest Money Deposit	Amount of Tender Security:- INR 27,800/- (Refundable) [Demand Draft /Banker's cheque/ Pay Order/Bank Guarantee/FD drawn on a Scheduled Commercial Bank based in India and should be in favour of "GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED" payable at Gandhinagar/Ahmedabad.	
	Bidders to note that the payment of tender security shall be made from the account of bidder only.	
	If Tender Security has been made from other the bidder's Accounts, the same shall not be accepted and all such bids shall be considered ineligible and summarily rejected.	

Last date of submission of queries/ Clarification from Tenderers	 19-12-2024 up to 17:00 hrs. Queries/clarifications from bidders after due date and time shall not be acknowledged. The interested applicants can send their queries through E-mail to anupam.gupta@gujaratmetrorail.com / snehal.shah@gujaratmetrorail.com The bidder shall submit their queries to above mentioned mail id in queries to above
F. Last Date and time of submission of E-Tender	 mentioned mail id in excel/word format. 02-01-2025, 15:00 Hrs Financial Bid is to be filled up on the online portal https://tender.nprocure.com as mentioned in financial bid submission <u>https://tender.nprocure.com</u> as mentioned in financial bid submission (online only) Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at <u>https://tender.nprocure.com</u>
G. Opening of Technical Bid	On the last day of submission of Filled-In Technical Bid (as mentioned above) at 15:30 hrs.
H. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ phone/letter.
 I. Venue of physical submission of Technical Bid (i.e. Technical Bid comprises of Tender fees, Tender Guarantee, Technical Bid & signed copy of Tender Document, Addenda & 	GM- Contract, 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
Clarifications) J. Tender validity	90 days from its submission date
K. Bid Security Validity	90 + 30 = 120 days from the last date of submission of technical bid.
L. Security deposit / Performance Guarantee	5% of accepted value of work (LOA)
M. Contract period	The initial Contract shall be valid for a period of Two (02) Year which may be further extendable to one (01) year subject to review and satisfactory performance of the agency.

*As per MSME Act 2012 and amendment thereof, the firm registered under MSME / NSIC (i.e. National Small Industries Corporation) for similar work/services are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate as on the date of tender submission.

In case the bidder who has been exempted Tender Cost / Tender Security being Micro & Small Enterprises / NSIC (i.e. National Small Industries Corporation), 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 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.

1.1.3.1 Eligible Applicants

- i. The tenders for this contract will be considered only from those tenderers (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the sub-clauses of Clause 1.1.3 of NIT.
- ii. A tenderer shall submit only one bid in the same tendering process, more than one bid will cause all of the proposals in which the tenderer has participated to be disqualified.
- iii. Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. Tenderers shall be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) a tenderer has been engaged by the Employer to provide consulting services for the preparation related to procurement for on implementation of the project;
 - (b) a tenderer is any associates/affiliates (inclusive of parent firms) mentioned in subparagraph (a) above; or
 - (c) a tenderer lends, or temporarily seconds its personnel to firms or organisations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- iv.(a) GMRC/ any other Metro Organisation (100% owned by Govt.) / Ministry of Housing & Urban Affairs / Order of Ministry of Commerce, applicable for all Ministries must not have banned business with the tenderer as on the date of tender submission. The tenderer should submit undertaking to this effect in Annexure-XII of Tender document.
- iv.(b) Also no contract of the tenderer of the value more than 10% of NIT cost of work,

executed, should have been rescinded / terminated by GMRC / any other Metro Organisation (100% owned by Govt.) after award during last 03 years (from the last day of the previous month of tender submission) due to non-performance of the tenderer. The tenderer should submit undertaking to this effect in Annexure-XII of Tender document.

- iv.(c) The overall performance of the tenderer shall be examined for all the on-going similar works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation of value more than 40% of NIT cost of work and also for all the completed similar works awarded by GMRC / any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation within last one year (from the last day of the previous month of tender submission), of value more than 40% of NIT cost of work executed. The tenderer shall provide list of all such works in the prescribed Performa given in Annexure-XII of tender document. The tenderer may either submit satisfactory performance certificate issued by the Client / Employer for the works or give an undertaking regarding satisfactory performance of the work with respect to completion of work/ execution of work (on-going works) failing which their tender submission shall not be evaluated and the tenderer shall be considered non-responsive and non- compliant to the tender conditions. In case of non-submission of either satisfactory performance certificate from client / employer or undertaking of satisfactory performance of any of the above work, the performance of such work shall be treated as unsatisfactory while evaluating the overall performance of tenderer in terms of Note of Annexure-XII. In case of performance certificate issued by the client, same should not be older than three month (from the last day of the previous month of tender submission for the on-going works. In case the tenderer doesn't have any work falling in the above criteria, his performance will not be judged unsatisfactory.
- iv.(d) Tenderer for the works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.), PWD or any other Government organisation must have been neither penalised with liquidated damages of 10% (or more) of the contract value due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in any similar Works of value more than 10% of NIT cost of work, during last three years. The tenderer should submit undertaking to this effect in Annexure-XIII of Tender.
- iv.(f) If there is any misrepresentation of facts with regards to undertaking submitted vide Annexure-13, or performance in any of the works reported in the Annexure 13A, or undertaking submitted vide Annexure-14, the same will be considered as "fraudulent practice" the tenderers will be rejected.
- v. Tenderer must not have suffered bankruptcy/ insolvency during the last 5 years. The tenderer should submit undertaking to this effect in **Annexuere-XIV** of Form of Tender.

Vi Never blacklisted, terminated / Cancellation of LoA any client in India in last three years. The tenderer should submit undertaking to this effect in **Annexuere- V** of Form of Tender

(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.
- 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 Annexure-X and Annexure-XI of tender document duly filled to be uploaded along with the technical bid. In case, bidder do not upload/submit Annexure-X and Annexure-XI 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.

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Department for Promotion of Industry and Internal Trade – DPIIT). The detail circular may be referred on this website : <u>https://doe.gov.in/procurement-policy-divisions</u>.

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;

- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Notes to Bidders:

- (1) The tenderer may download the tender document along with Addendum (if any) from (n)Procurement's site <u>https://tender.nprocure.com</u> and GMRC's Website <u>www.gujaratmetrorail.com</u>. 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: GM (Contract)], 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. Telephone +91 79 23248572, Extension 526,527, email id: <u>anupam.gupta@gujaratmetrorail.com</u>
- (4) The Tender Document comprises of following documents;
 - Section I, Notice Inviting Tender
 - Section II, Detail of Printing, Xerox and other related works
 - Section III, Minimum Eligibility Criteria
 - Section IV, Tendering Process
 - Section V, Instruction to Bidder
 - Section VI, Terms and Conditions of Contract
 - Annexure I to XV
- (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 GM (Contract) with mail-ID <u>anupam.gupta@gujaratmetrorail.com</u> <u>snehal.shah@gujaratmetrorail.com</u></u>, Telephone +91 79 23248572, Extension 526,527

SN.	Item Description	Unit Of Measurement (UoM)	Approximate Quantity(Per Year)
1	A4 B/W Xerox {On 75 GSM paper)	Page	5000
2	A3 B/W Xerox (On 75 GSM paper)	Page	1000
3	A3 B/W Xerox (On 100 GSM Paper)	Page	1000
4	A4 Colour Xerox (On 75 GSM paper)	Page	500
5	A4 Colour Xerox (On 100 GSM Paper)	Page	500
6	A4 Colour Xerox (On 250 GSM Paper)	Page	500
7	A3 Colour Xerox (On 75 GSM paper)	Page	500
8	A3 Colour Xerox (On 100 GSM Paper)	Page	500
9	A3 Colour Xerox (On 250 GSM Paper)	Page	500
10	A4 B/W Print (On 75 GSM paper)	Page	350000
11	A4 B/W Print (On 100 GSM Paper)	Page	10000
12	A4 B/W Print (On 100 GSM Colour Paper)	Page	500
13	A3 B/W Print (On 75 GSM Paper)	Page	5000
14	A3 B/W Print {On 100 GSM Paper)	Page	500
15	A3 B/W Print (On 100 GSM Colour Paper)	Page	500
16	A4 Colour Print (On 75 GSM Paper)	Page	2000
17	A4 Colour Print (On 100 GSM Paper)	Page	8000
18	A4 Colour Print (On 250 GSM Paper)	Page	200
19	A3 Colour Print (On 75 GSM Paper)	Page	1000
20	A3 Colour Print (On 100 GSM Paper)	Page	3000
21	A3 Colour Print (On 250 GSM Paper)	Page	100
22	Colour Plotting Print	SQ.FT.	5000
23	A4 8/W Scan	Page	1000
24	A3 B/W Scan	Page	600
25	AA Colour Scan	Page	600
26	A3 Colour Scan	Page	600
27	Colour Plotting Scan	SQ.FL	3000
28	A4 Lamination 125 GSM	Page	10
29	12 x 18 Lamination	Page	10
30	P!an Lamination	Sq.Inch	10
31	1 - Line Rubber Stamp	Each	60
32	2 - Line Rubber Stamp	Each	80

Section – II, PHOTOCOPY/XEROX REQUIREMENT DETAIL

SN.	Item Description	Unit Of Measurement (UoM)	Approximate Quantity(Per Year)
33	3 - Line Rubber Stamp	Each	50
34	4 - Line Rubber Stamp	Each	50
35	5 - Line Rubber Stamp	Each	60
36	6 - Line Rubber Stamp	Each	60
37	7 - Line Rubber Stamp	Each	40
38	8 - Line Rubber Stamp	Each	30
39	9 - Line Rubber Stamp	Each	30
40	10 - Line Rubber Stamp	Each	30
41	11- Line Rubber Stamp	Each	30
42	12 - Line Rubber Stamp	Each	30
43	13- Line Rubber Stamp	Each	30
44	Rubber Stamp Round	Each	40
45	Auto Ink Stamp -Type-A (23x63 mm)	Each	20
46	Auto Ink Stamp -Type-A (20x20 mm)	Each	20
47	Auto Ink Stamp· Type·R (30x30 mm)	Each	20
48	Auto Ink Stamp Type-F (12x45 mm)	Each	20
49	Auto Ink Stamp Type-F (12x45 mm)	Each	20
50	Auto Ink Stamp Type-T (60x90 mm)	Each	20
51	Auto Ink Stamp Refiling	Each	30
52	A4 Spiral Binding (1-100 Pages)	Each	300
53	A4 Spiral Binding (101-300 Pages) Jumbo	Each	300
54	A4 Spiral Binding (301-500 Pages) Jumbo	Each	300
55	A4 Spiral Binding (501-700 Pages) Jumbo	Each	200
56	A3 Spiral Binding (1-100 Pages)	Each	200
57	A3 Spiral Binding (101-300 Pages) Jumbo	Each	100
58	A4 Book Binding	Each	100
59	A3 Book Binding	Each	50
60	Colour Plotting (On Thick Paper)	Sq.Ft.	600
61	Colour Plotting (On Photo Paper)	Sq.Ft.	250
62	Digital Plan Xerox B/W	Sq.Ft.	400
63	Digital Plan Xerox (On Tracing Paper)	Sq.Ft.	20
64	Digital Plan Print B/W	Sq.Ft.	500
65	Digital Plan Print Colour	Sq.Ft.	300

Note :

- 1. The quantity as mentioned above of photocopy/Xerox requirement are estimate only. This may increase or decrease.
- 2. The payment will be made as per actual.

Section – III, MINIMUM ELIGIBILITY CRITERIA

- The bidder shall be stationed locally by a dedicated branch or through registered shop/office in Ahmedabad or Gandhinagar for last three (3) years as a service provider of similar work under Shop & Establishment Act. The details are to be filled in Annexure-I.
- 2. Tenderer should possess a minimum of three (3) years' 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 organisation. The experience details shall be filled in the format provided in Annexure II (A) along with work completion certificate.
- 3. The submission in JV / Consortium is not allowed.
- 4. Work Experience : The tenderers will be qualified only if they have successfully completed work(s) during last seven (7) years ending last day of the month of tender submission as given below:
 - (i) At least one "similar work"**of value of Rs. 11.10 Lacs OR
 - (ii) Two "similar works" **each of value of Rs. 6.94 Lacs OR
 - (iii) Three "similar works"**each of value of Rs. 5.55 Lacs

**Similar Nature of Work for this contract includes providing "Photocopy/Xerox, Printing Services in any 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 organisation"

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). Non-Submission or missing of any documentary evidence shall be liable for Bid rejection.

5. Financial Standing:

The Average Annual Turnover for providing similar work of "Photocopy/Xerox & Related services at GMRC Offices" of last 3 Financial Years (FY 2021-22, 2022-23 & 2023-24) should be minimum **Rs. 5.55 Lakh**." The Turn Over must be certified by the Statutory Auditor/Chartered Accountant.

In case audited balance sheet of the last financial year (i.e. 2023 - 24) 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.

6. Submission of Undertaking by the Bidder on the following as per Annexure V:

- No existing litigation.
- Never blacklisted, terminated / Cancellation of LoA any client in India in last three years
- The bidder never filed any law suits or requested arbitration with regard to any Contract within the last five years
- No judgment, claim, arbitration proceeding or suit pending or outstanding Against the bidder or its officers
- Bankruptcy was never filed by the bidder, its subsidiaries or its parent Companies
- The bidder was never cited by any regulatory agency for a safety violation in the last five years.

Other Submissions:-

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

- a. IT Returns of last 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 Physical) in spiral / binder book with index, page numbering, sign and stamp on each and every page and should also upload in Nprocurement site.
- 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.

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 Ahmedabad/ Gandhinagar and engaged in the business of Photocopy/Xerox & Related services for the period of two 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 (Physical & Online form) (2) Financial bid (online form).

Technical Bid (Physical & Online form)

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

Envelope – 1, should marked as "Tender Fees and Tender Security/EMD",

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

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

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

The name of the Proforma / Envelope to be mentioned clearly in words Envelope - 1, "Tender Security/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** Photocopy/Xerox & Related services at GMRC Offices" which should be submitted 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 **GM (Contract)** at office address mentioned in the NIT, Key details.

The successful bidder of the tender shall have to submit a Performance Guarantee in the form of DD/Pay Order/Fixed Deposit/Bank Guarantee of **5% of Contract Value** to be drawn in favour of **"Gujarat Metro Rail Corporation (GMRC) Limited"** and payable at Gandhinagar/Ahmedabad within 21 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://tender.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.

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 Photocopy/Xerox & Related services at GMRC Offices. However, in case, if required GMRC may request existing successful agency to provide above subject 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 all or any BOQ items** in the schedule of requirements without any change in unit price quoted by bidder which shall be abiding to bidder.

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

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

(11) TECHNICAL BID SUBMISSION IN PHYSICAL FORM: -

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

(11.2) Tender Fee and Tender Security/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 **"Gujarat Metro Rail Corporation (GMRC) Limited"** payable at Gandhinagar/Ahmedabad on or before the last date and time of submission.

Tender Security/EMD of Rs.27,800/- (Rupees : Twenty Seven Thousand Eight 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/Ahmedabad on or before the last date and time of submission. For FD/BG, validity must be for 120 days (90 + 30 days) from the last date of bid submission.

- (11.3) Technical bid without Tender Security, 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. Selfattested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm/any other firm and if partnership firm/company, names addresses and telephone numbers of all Directors/Partners along with Annexure-I
- b. Signed & stamped copy of valid Registration Number of Agency under Shop & Establishment Act.
- c. Signed & stamped copy of GST registration number and GST return data of last 3 months.
- 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)

(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 <u>https://tender.nprocure.com</u>. 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: -

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 - Division of GNFC Ltd.,
(n)Procure Cell 304, GNFC Infotower, S.G. Road Bodakdev, Ahmedabad - 380054 (Gujarat)
Toll Free : 7359 021 663
Email : nprocure@ncode.in

Operating System & System Requirements:-

Computer: Win 8.1 or higher Java Runtime Environment (JRE): Ver 1.8 and above Full Administrative Rights: For Network/ Corporate User PKI Component: 32 Bit /64 Bit Supported Browser: Google Chrome/ Microsoft Edge/ Mozilla Firefox (Preferably Latest Version) Internet Connection: Preferably High Speed Digital Signature Certificate Legally valid class 3.

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

Email Id : <u>dscsupport@ncode.in</u> <u>dscsales@ncode.in</u>

DSC Support Toll Free Number: 7359-021-663

(n)Procure Bidding Manuals : <u>https://tender.nprocure.com/support</u>

(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:

The Bidder shall quote above/below/at par of total estimated cost in percentage (in Figure) in Financial Bid (Annexure-III). Bidder shall fill/quote value up to two decimal places only. Bidder shall also mention their quoted value in words in Financial Bid (Annexure-III). In case difference between value in Figure and in words, value quoted in Words will be Final. Bidder shall have to quote for the entire contract on Rate Contract basis. The bidder should quote the rates of all items mentioned in column "E" of Financial Bid (Annexure-III).

Bid Offer Covers Bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Providing Printing works, Photocopy (Xerox) and Related Works at GMRC. This includes all the liabilities of the Bidder to deliver items at GMRC's Depot, Offices of GMRC and station located at Ahmedabad/ Gandhinagar.

(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 items. The terms, conditions and notes under this chapter are guiding and thus bidder/s are advised to make its own assessment and after then to quote.

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

(13) BID OPENING AND EVALUATION:

(13.1) There shall be no change in technical bid submitted online & in physical form. In case of any change, then the submission made online will be considered for evaluation. (both physical and online)

(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 decided as mentioned below with reference to Annexure-III,

The Bidder shall quote rate for each items of Financial Bid (Annexure-III). Bidder shall fill quote value up to two decimal places only.

In case, two or more agencies quoting the same percentage of margin, then the agency having highest average annual turnover will be preferred for award of work.

Bid Offer Covers Bidder's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Providing Printing works, Photocopy (Xerox) and Related Works at GMRC. This includes all the liabilities of the Bidder to deliver items at GMRC's Depot, Offices of GMRC and station located at Ahmedabad/ Gandhinagar.

(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 21 (Twenty One) days from the issuance of LOA). Thereafter a contract in accordance with the tender terms will be executed between the successful bidder and GMRC 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 Twenty one days of issuance of LOA)

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

(16) POST BID CLARIFICATION:

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

(17) Clarification of Tenders

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

(18) MISCELLANEOUS:

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

(18.2) GMRC may terminate the contract if it is found that the contractor/agency is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, etc. If the work completion certificate submitted by the bidder contains any negative/adverse remark, in that case the bidder will not qualify for the technical evaluation and the bid will be summarily rejected. Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and the bid will be summarily rejected. The satisfactory work completion certificate submitted by bidder shall also include remarks of its respective clients/principal employer about not 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 anupam.gupta@gujaratmetrorail.com snehal.shah@gujaratmetrorail.com within 7 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.7 days from the date of issuance shall not be considered in any case.

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

Section – VI, TERMS & CONDITIONS OF CONTRACT:

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

1. RESPONSIBILITY & SCOPE OF WORK

- Agency shall provide photocopy and related services such as photocopy (Xerox), printing, book binding, rubber stamps and other items with standard quality as per item description given by GMRC. GMRC reserves the rights to assess and to decide the quality of paper, photocopy, stamps, binding, printing etcetera. If any of the delivered items is found to be of inferior quality, GMRC officials shall reject such items and all the expenses towards the same will be borne by agency only.
- 2. Agency shall deliver all the required items to GMRC offices at free of cost, No extra charges will be paid towards the delivery.
- 3. During the contract period, the agency has to ensure delivery of items within stipulated time and period including on Sundays and public holidays, if required by GMRC.
- 4. Agency should get the signed order slip by Admin before initiate the work. It shall be agency's responsibility to get the signed order slip before start any work. If agency fails to do so payment shall not be made to agency for that particular work.
- 5. If agency does not provide work as per instruction/advice given by GMRC, agency shall provide the work with correction at free of cost within the timeline decided by Admin, GMRC.
- 6. All the liabilities which may arise under the prevailing government acts related to these services will have to be fulfilled by the agency. GMRC and the Agency undertake that all the disputes, differences or questions at any time between the parties shall be resolved amicably by discussion between Chief Administrative Officer and the owner of agency.

2.Payment of Monthly Bills

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

- Order slips duly signed by admin officer
- Duly signed and stamped delivery challans by respective GMRC department, Admin Department and Agency's authorized person.
- Invoice duly signed and stamp by authorized person of agency with full item description name, quantity and contract rates.

3. Period of Contract:

The initial Contract shall be valid for a period of Two (02) Year which may be further extendable to one (01) year subject to review and satisfactory performance of the agency.

4. Performance Guarantee:

The Agency shall deposit Performance Guarantee of 5% of Contract amount within 21 calendar days from the date of issuance of LOA in the form of DD, PO, a bank Guarantee or Fixed Deposit from nationalised bank payable at Gandhinagar/Ahmedabad and should 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 Bank Guarantee is to be extended further as per the requirement of GMRC Ltd. This Bank Guarantee shall be released only after 90 Days from the date of expiry of the contract.

5. Confidentiality :

During the subsistence of contract, the agency may be provided with GMRC's proprietary information such as designs/ logos/ print-outs and other documents, embodying or referring to the 'confidential information'. It shall be the property of the GMRC and shall be used solely for assigned purposed and shall be handed over to GMRC upon completion of the Contract. The agency should not disclose such information to third parties and endeavor to protect it from being misused by itself as well as third parties. After the completion of the contract the agency shall cease / desist from further using such confidential information.

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. Change in Conditions of Contract:

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

8. Termination:

- a. If the Agency fails to supply items or to provide services satisfactory as prescribed by GMRC, GMRC reserves the right to terminate the contract with agency at any point of time. In no event shall the agency be entitled to any prospective profits or consequential losses because of such termination.
- 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 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 GMRC and its performance guarantee 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 performance guarantee will also be forfeited.
- f. Any repetition of penalty may be resulted into termination of contract as mentioned in penalty terms and conditions.

9. <u>Statutory Compliance with Laws, Regulations and Orders:</u>

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

In any arbitration proceeding hereunder:

- a) Proceedings shall, unless otherwise agreed by the Parties, be held in Gandhinagar.
- b) Decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- c) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.
- d) The cost of arbitration shall be borne by the respective Parties.
- e) Where recourse to a court is to be made in respect of any matter, subject to compelling compliance with the arbitration, the court at Gandhinagar shall have the exclusive jurisdiction to try all disputes between the Parties.
- f) The language of proceedings, which of documents and communication shall be English.
- g) Alternatively, in order to expedite the dispute resolution process, the parties may by mutual consent also resort to the dispute resolution guidelines as laid down by Ministry of Finance, Government of India vide O.M No No.F. 11212024-PPD dated 03.06.2024 or any other amendment or modification as carried out in the said O.M from time to time.
- h) Pursuant to Government Gazette Notification (yet to be notified), giving effect to implementation of Section 61 read with Sixth Schedule of Mediation Act, 2023, all reference to 'conciliation' procedures referred herein shall be replaced and referred to as 'Mediation' procedures as stipulated under the Mediation Act, 2023 or as per any other statutory amendment or modification or re-enactment thereof.

10. Applicable Law:

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

Annexure – I, Contact & Registration Details

	Name Address of Firm/Agency	
1	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	Shop & Establishment details	
7	Details of Tender Fees a) Amount b) Instrument No.	
	c) Date of Issue	
	d) Name of Issuing Authority	
8	Details of Tender Security/EMD	

Note

1. The agency is advised to necessary supporting documents with reference to details provided as above.

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, e- mail etc.	Value of Work Awarded	Completi on Date of work	Completi on Cost of Work in INR	Value of similar work in completed 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 work."
- 2. Separate sheet for each work along with Clients Certificate to be submitted.
- 11. The agency is also required to attach copy of letter of award, completion certificate etc. with respect to the experience claimed by the agency.

Annexure II (B)

(ii) Financial Detail

Description	scription FINANCIAL YEARS		
	2021-22	2022-23	2023-24
Annual Turnover (in INR)			
Average Annual Turnover (in INR)			
Name of Charted 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, UDI No. and membership number.

3. Audited P&L statement and Balance sheet for last Three years i.e 2021-22, 2022-23 & 2023-24.

4. In case audited balance sheet of the last financial year (i.e. 2023 - 24) 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.

Annexure – III, Financial Bid

PRICE BID

(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 two year .It may vary from time to time and solely depends on requirement of GMRC.

	Grand Sum	mary Sheet				
NAME OF	Tender for Photocopy/Xerox & Related se	ervices at GI	MRC Offices			
WORK TENDER						
No.	GMRC/ADMIN/XEROX/2024					
SN.	Item Description	UOM	Approximate Qty (per Year)	Rate to be quoted by bidder (INR)	Total Amount (INR) for 2 years excluding GST	
			Α	В	C= 2*A*B	
1	A4 B/W Xerox {On 75 GSM paper)	Page	5000			
2	A3 B/W Xerox (On 75 GSM paper)	Page	1000			
3	A3 B/W Xerox (On 100 GSM Paper)	Page	1000			
4	A4 Colour Xerox (On 75 GSM paper)	Page	500			
5	A4 Colour Xerox (On 100 GSM Paper)	Page	500			
6	A4 Colour Xerox (On 250 GSM Paper)	Page	500			
7	A3 Colour Xerox (On 75 GSM paper)	Page	500			
8	A3 Colour Xerox (On 100 GSM Paper)	Page	500			
9	A3 Colour Xerox (On 250 GSM Paper)	Page	500			
10	A4 B/W Print (On 75 GSM paper)	Page	350000			
11	A4 B/W Print (On 100 GSM Paper)	Page	10000			
12	A4 B/W Print (On 100 GSM Colour Paper)	Page	500			
13	A3 B/W Print (On 75 GSM Paper)	Page	5000			
14	A3 B/W Print {On 100 GSM Paper)	Page	500			
15	A3 B/W Print (On 100 GSM Colour Paper)	Page	500			
16	A4 Colour Print (On 75 GSM Paper)	Page	2000			
17	A4 Colour Print (On 100 GSM Paper)	Page	8000			
18	A4 Colour Print (On 250 GSM Paper)	Page	200			
19	A3 Colour Print (On 75 GSM Paper)	Page	1000			
20	A3 Colour Print (On 100 GSM Paper)	Page	3000			
21	A3 Colour Print (On 250 GSM Paper)	Page	100			
22	Colour Plotting Print	SQ.FT.	5000			
23	A4 8/W Scan	Page	1000			
24	A3 B/W Scan	Page	600			
25	AA Colour Scan	Page	600			

26	A3 Colour Scan	Page	600	
20	Colour Plotting Scan	SQ.FL	3000	
27	A4 Lamination 125 GSM		10	
28	12 x 18 Lamination	Page	10	
		Page		
30	Plan Lamination	Sq.Inch	10	
31	1 - Line Rubber Stamp	Each	60	
32	2 - Line Rubber Stamp	Each	80	
33	3 - Line Rubber Stamp	Each	50	
34	4 - Line Rubber Stamp	Each	50	
35	5 - Line Rubber Stamp	Each	60	
36	6 - Line Rubber Stamp	Each	60	
37	7 - Line Rubber Stamp	Each	40	
38	8 - Line Rubber Stamp	Each	30	
39	9 - Line Rubber Stamp	Each	30	
40	10 - Line Rubber Stamp	Each	30	
41	11- Line Rubber Stamp	Each	30	
42	12 - Line Rubber Stamp	Each	30	
43	13- Line Rubber Stamp	Each	30	
44	Rubber Stamp Round	Each	40	
45	Auto Ink Stamp -Type-A (23x63 mm)	Each	20	
46	Auto Ink Stamp -Type-A (20x20 mm)	Each	20	
47	Auto Ink Stamp· Type·R (30x30 mm)	Each	20	
48	Auto Ink Stamp Type-F (12x45 mm)	Each	20	
49	Auto Ink Stamp Type-F (12x45 mm)	Each	20	
50	Auto Ink Stamp Type-T (60x90 mm)	Each	20	
51	Auto Ink Stamp Refiling	Each	30	
52	A4 Spiral Binding (1-100 Pages)	Each	300	
53	A4 Spiral Binding (101-300 Pages) Jumbo	Each	300	
54	A4 Spiral Binding (301-500 Pages) Jumbo	Each	300	
55	A4 Spiral Binding (501-700 Pages) Jumbo	Each	200	
56	A3 Spiral Binding (1-100 Pages)	Each	200	
57	A3 Spiral Binding (101-300 Pages) Jumbo	Each	100	
58	A4 Book Binding	Each	100	
59	A3 Book Binding	Each	50	
60	Colour Plotting (On Thick Paper)	Sq.Ft.	600	
61	Colour Plotting (On Photo Paper)	Sq.Ft.	250	
62	Digital Plan Xerox B/W	Sq.Ft.	400	
63	Digital Plan Xerox (On Tracing Paper)	Sq.Ft.	20	
64	Digital Plan Print B/W	Sq.Ft.	500	
65	Digital Plan Print Colour	Sq.Ft.	300	
	0	1 •.		

Total Contract price for period of two years, excluding GST (in INR)	System Calculate
--	---------------------

Note:

- 1. The rates for all material above are excluding of all applicable taxes. Applicable taxes will be paid extra at prevailing rates at the time of supply of work.
- 2. The quantity as mentioned above of photocopy/Xerox requirement are estimate only. This may increase or decrease.
- 3. The payment will be made as per actual.
- 4. Bidder should submit Tax Bifurcation at Annexure-XV (online format only)

Declaration: I/We have read and understand the terms and condition and scope of work of the Tender and I/We have quoted the rates accordingly.

Place :

Date :

(Signature of authorized signatory)

Name & Designation

Seal of the Firm/Agency

Annexure – IV

Deleted

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 all applicable laws for supplying printing stationery items to your esteemed organization.
- 4. I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our client/principal employer and also declare that our firm/agency/company doesn't have any existing litigation, never blacklisted and terminated by any client in India in last 3 (three) years.
- 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://tender.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://tender.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.

Annexure- VI, 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: GM (Contract)] 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 Agency) (hereinafter called "the Agency") has undertaken, in pursuance of LOA No.: _______ for "Tender for Photocopy/Xerox & Related services at GMRC Offices" (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by the Client in the said Contract that the Agency 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 Agency such a Bank Guarantee.

NOW THEREFORE

- 1. We hereby affirm that we are the Guarantor and responsible to the Client, on behalf of the Agency 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 Agency 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 Agency has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Agency shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Client without the consent of the Agency and without referring the matter to the Agency.

- 3. The Bank further agrees that the Client shall be the sole judge as to whether the Agency is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Client and the Agency, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency 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 06 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 Agency'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 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 Brach 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 S	EAL OF THE GUARANTOR
NAME OF BANK	
ADDRESS	
DATE	

Annexure – VII, Check list

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

<u>Sr</u> <u>No.</u>	Document to be Submitted (i.e. Technical Bid) in Physical & Online								
1	Technical Bid								
a.	Envelope – 1 (i.e. Tender fees and Tender Security)								
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.	months.								
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								
k.	Annexure V (Undertaking)								
Ι.	Annexure VI (Form of Performance Security by (Guarantee) Bank)								
m	Annexure VII (Check List)								
n.	Annexure VIII to Annexure-XV								
о.	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.

Annexure – VIII

FORM OF BANK GUARANTEE FOR TENDER SECURITY / GUARANTEE

(To be stamped in accordance with relevant Stamp Act, if any, of the country of issuing bank) B.G.No.

, Dated:.....

- 1 In consideration of you, Gujarat Metrorail Corporation (GMRC) 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 "Tender for Tender for Photocopy/Xerox & Related services at GMRC Offices" [hereinafter referred to as "the Works"] pursuant to the Tender No: GMRC/ADMIN/XEROX/2024 , 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 and one of its branches at (hereinafter referred to as the "Bank"), at the at 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 (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 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, not withstanding any differences between the Employer and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.
- 6 The Tender Security shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.
- 7 In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Acceptance by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tender Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
- 10 It shall not be necessary for the Employer to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- 11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

- 12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 13 For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR. *** ------ (Indian Rupees ***** ---- only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 60 days after the Tender Validity Date)].

Signed and Delivered by	Bank	
By the hand of Mr./Ms	., its and a	uthorised official.
(Signature of the Authorised Signatory) (Officia	al Seal)	

Annexure – IX

(Affidavit for Unaudited Balance Sheet)

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

(To be filled by the bidder^{*} in case their Balance Sheet for F.Y. 2023-2024 has not been audited. If the Balance sheet for F.Y. 2023-24 has been audited then the bidder need not to fill this form or may simply write "NOT APPLICABLE")

l,	. (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.

2023-24 has actually not been audited/ or under finalization so far.

Signature of authorized signatory on behalf of Tenderer

Annexure – X

(Undertaking as per Clause 1.1.3)

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 90% (as specified in Clause 1.1.3.1). <u>The details including name of vendor, location and percentage of local content is</u> <u>enclosed as Annexure-11</u>.

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

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

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

This appendix need to be submitted only if bidder wants to avail the purchase preference as specified in Clause 1.1.3.1 of NIT.

Annexure – XI

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

Description of Items (Goods/Works/Services)	Vendor	Location	% of Local content
		Description of Items (Goods/Works/Services)	

ANNEXURE-XII

(Undertaking as per clause 1.1.3.1 of NIT)

We do hereby undertake that GMRC/ Any Other Metro Organization (100% owned by Govt.)/ Ministry of Housing & Urban Affairs/ Order of Ministry of Commerce, applicable for all Ministries has not banned business with us as on the date of tender submission. Also any work of the value more than 10% of NIT cost of work executed, has not been rescinded/ terminated by GMRC/ Any Other Metro Organization (100% owned by Govt.) after award of contract to us during last 3 years (from the last day of the previous month of tender submission) due to our non-performance.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

The undertaking shall be signed by authorized signatory of the tenderer

ANNEXURE-XIII

(Undertaking as per clause 1.1.3.1 of NIT)

(UNDERTAKING FOR NOT BEING PENALISED IN A CONTRACT)

We do hereby undertake that we have been neither penalized with liquidated damages of 10% (or more) of the contract value in a contract due to delay nor imposed with penalty of 10% (or more) of the contract value due to any other reason in works awarded by GMRC/ any other Metro Organisation (100% owned by Govt.) of value more than 10% of NIT cost of work executed either individually or in a JV/Consortium during last three years (from the last day of previous month of the tender submission).

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

ANNEXURE-XIV

(Undertaking as per clause 1.1.3.1 of NIT)

(UNDERTAKING FOR FINANCIAL STABILITY)

We do hereby undertake that we have not suffered bankruptcy/insolvency during the last 5 years.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note :

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

Annexure – XV

Tax Breakup as in the Rate DETAILS OF TAXES AND DUTIES INR: Indian Rupees

SN	Custo	oms Du	tv <i>i</i>	GST (Goods and Services Tax)										Total		
	Cusio		(y	CGST			SGST			IGST		Any other Tax			Amount of Taxes	
	(1)			(2)		(3)		(4)		(5)		and				
	Amount on which tax/ duty levied	Rat e (%)	Amo unt (INR)	Amoun t on which tax/ duty levied	Rate (%)	Amount (INR)	Rate (%)	Amount on which tax/ duty levied	Amount (INR)	Amoun t on which tax/ duty levied	Rate (%)	Amount (INR)	Amount on which tax/ duty levied	Rate (%)	Amount (INR)	Duties in INR (6) = sum of (1) to (5)
Total																

Note :1 Contractor at any point of time shall be bound to share the details pertaining to the Input Tax Credit availed or to be availed along with thesupporting documents.

Note:2 In the Tax Schedule Contractor shall require to furnish component wise tax details.

Note:3 GST will be reimbursed at prevailing rate against the submission of valid challan supported by the calculation of Input Tax Credit availed along with the CA Certificate.

Note:4 GST TDS, TDS labour cess etc. will be deducted from the invoice considering the prevailing rates.

Note 5 : It shall be sole responsibility of contractor to pass all the accrue or to be accrued Input tax credit to GMRC as per Section 171 of CGSTAct