

**ONLINE TENDER FOR ANNUAL OPERATION AND
PREVENTIVE MAINTENANCE CONTRACT OF
ELECTRICAL AND ALLIED SERVICES AT GVK EMRI
AHMEDABAD**

GVK Emergency Management and Research Institute

Gujarat-108 Emergency Management Centre, Naroda -Kathwada Road,
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General brief about GVK EMRI:

GVK Emergency Management and Research Institute (GVK EMRI) was established as a not-for-profit Organization. GVK EMRI is a Society, registered under the provisions of Andhra Pradesh Societies Registration Act, 2001, in February 2005 and provide services free of cost through a toll free number '108' to every citizen of our country under Public Private Partnership (PPP) frame work. Vision of GVK EMRI is to support and build capabilities to save one million lives per annum nationally and establish GVK EMRI as a premier Research and Training Institute.

GVK EMRI, under the Public-Private-Partnership, has made substantial progress over the last 10 years in providing Emergency Response Services across the country and presently operate over 10000 state-of-the-art ambulances in 15 States and 2 Union Territories viz Andhra Pradesh, Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, Dadra Nagar Haveli Daman & Diu, , Chhattisgarh, Assam, Meghalaya, Uttarakhand, Himachal Pradesh, Uttar Pradesh, Rajasthan and Arunachal Pradesh to provide pre-hospital care covering a population of 750 million. Everyday GVK EMRI is serving on an average 24,000 emergencies (41 million emergencies attended since inception) and saving over 750 lives every day and cumulatively have saved more than 15 lakh lives since the launch of the services and provide direct employment to over 42,000 associates while continuing to be a not-for-profit organization.

GVK EMRI's innovative approach has revolutionized the concept of Emergency Services in India. The organization to its credit has pioneered the first of its kind inventions in India such as providing a Single Toll-Free number (108) for initiating the emergency response and a comprehensive coverage of emergencies involving Medical, Police and Fire departments, In-ambulance Pre-hospital care to mitigate the effects of medical emergency of the victim under the guidance of a specially trained Emergency Physician, Research and Training etc. Today "108" is synonymous with the best-in-class emergency service and has been acknowledged as the most efficient, speedy, reliable and professional service provider in the category.

With increased focus on research and analytics and collaborations with internationally renowned institutions like Stanford School of Medicine, GVK EMRI has plans to significantly enhance the overall emergency management scenario - further reducing individual suffering.

Objectives:

GVK EMRI intends to enter in to Annual operation and preventive maintenance contract of electrical and allied services at GVK EMRI Ahmedabad.

Only online commercial bids will be accepted and Tender bids in other forms (physical) without online commercial bid submission will be rejected.

Important dates and deadlines for tender are given below.

TENDER REFERENCE : GVK EMRI/GJ/ET/ELE AMC/1819

Sr. No.	Description	Schedule
1	ON LINE SALE OF TENDER DOCUMENT	26/11/2018 onwards
2	PRE BID MEETING	04/12/2018 at 11.00 Hrs.
3	LAST DATE FOR ONLINE SUBMISSION OF TENDER DOCUMENT	17/12/2018 up to 18.00 Hrs.
4	LAST DATE AND TIME FOR PHYSICALY RECEIPT OF EMD AND SUPPORTING DOCUMENT AT OUR OFFICE	18/12/2018 up to 14.00 Hrs.
5	TIME AND DATE FOR OPENING OF TENDER TECHNICAL BID	18/12/2018 up to 16.00 Hrs.
6	TIME AND DATE FOR OPENING OF TENDER COMMERCIAL BID	After evaluation of technical bid
7	COST OF THE TENDER DOCUMENT (Tender Fee)	Rs.1500 + 18% GST = Rs.1770 (Non refundable)
8	EMD	Rs.30000 /- (Refundable)
9	VALIDITY OF TENDER	180 Days

Online tender are invited by **GVK Emergency Management and Research Institute**, a nodal agency for Govt. of Gujarat (Dept. of Health & Family Welfare) for providing emergency response services in the state of Gujarat from reputed contractors/ service agencies for the Annual operation and preventive maintenance contract of electrical and allied services at GVK EMRI Ahmedabad.

The online tender documents can be downloaded from GVK EMRI website <https://emri.nprocure.com> for online price bids.

Bidders who wish to participate in this tender will have to register on <https://emri.nprocure.com> Further Bidders who wish to participate in online tender will have to procure Digital Certificate as per Information Technology Act 2000 using which they can digitally sign their electronic bids. Bidders can procure the same from **(n) code solutions, A Division of GNFC Ltd.**, who is a licensed certifying authority by Govt. of India and they will assist them in procuring the same at below mentioned address. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Manager (Marketing),
(n) code Solution-A division of GNFC Ltd.
301, GNFC Infotower, S.G.Road, Bodakdev,
Ahmedabad-380054 (GUJARAT)
Phone: 079-26854511/12/13; 40007501
Fax: 079-26857321

A. TENDER GUIDELINES**1. Definitions**

PO –	Purchase Order;
GVK EMRI-	GVK Emergency Management and Research Institute,
Contract –	Terms informed in PO
EMD –	Earnest Money Deposit
DD –	Demand Draft
BG –	Bank Guarantee
BC –	Banker's Cheque
Purchaser –	GVK EMRI,Gujarat
Tenderer –	Bidders who have submitted Valid Tender Document
Supplier –	Successful Bidder (s), to whom, the tender quantity is distributed to
SBU –	Strategic Business Unit
Sample –	One Piece Manufactured by Bidder
Manufacturer	Original Equipment Manufacturer
Bidder –	MANUFACTURER or Authorized Trading partner such as dealers / distributors / Stockiest / Wholesaler
R.C.	Rate Contract
A.T.	Acceptance of Tender

2. The entire document should be properly page numbered, signed and should have appropriate and relevant contents.

3. A pre bid meeting will be conducted at the Conference hall of GVK EMRI, Naroda Kathwada Road, Ahmedabad 382330as per the schedule.

4. Tender Fee, EMD and Supporting Documents must be physically submitted, signed by proper authority on each page of the Tender documents and the Annexure there in, to GVK EMRI Ahmedabad Office at Naroda Kathwada Road.
5. **Only Online commercial bids will be considered and no tender price bids in other (Physical) form will be accepted.**

Tenders not satisfying the procedure prescribed in the tender document will be treated as invalid and will be rejected summarily. Further, the GVK EMRI, Gujarat reserves the right to accept or reject the lowest or all offers without assigning any reason thereof.

For further details / clarification, please contact:

Mr. Ashish Muley

Supply Chain Management
GVK Emergency Management and Research Institute,
108 Emergency Management Centre,
Naroda-Kathwada Road, Ahmedabad - 382330.
Tel: 079 22814896 / E-mail: ashish_muley@emri.in

B. PROCEDURE FOR SUBMITTING TENDER DOCUMENT

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Tender Fee, [2] E.M.D. covers [3] Technical Supporting

All these covers are again put in single envelope super scribed with the tender no. GVK EMRI/GJ/ET/ELE AMC/1819 for Hiring of services for Annual operation and preventive maintenance contract of electrical and allied services at GVK EMRI Ahmedabad.

2. Online tender(s) without physical submission of tender fee, EMD and supporting documents duly signed will not be considered and will be summarily rejected.
3. Tender must quote their prices (On-line only) in the schedule format supplied in the online tender form. Tender received in any other form will not be accepted.

4. Tender fee and EMD Cover

4.1 Payment towards Tender Fee should be made by Demand Draft (DD) payable at Ahmedabad at any Nationalized / schedule bank.

4.2 EMD has to be submitted

in form of Demand Draft in favor of GVK EMRI drawn on any bank in Ahmedabad OR irrevocable Bank Guarantee issued by Nationalized Bank including the Public Sector Bank / Private Sector Bank / Regional Rural Bank of Gujarat / Co-operative Bank of

Gujarat mentioned in G.R.No.EMD/10/2018/18/DMO, Dt.16/04/2018 of Finance Department, Govt.of Gujarat as amended from time to time will be followed. (Copy attached with Annexure).The DD/BG should be issued by bank after the date of advertisement of tender enquiry.

4.3 Bank Guarantee will be accepted in case, where amount of EMD exceeds Rs.5000/- B.G. should be valid up to 6 month from the date of its issuance. E.M.D. in any other form will not be accepted.

4.4 Payment should be made in favor of "GVK Emergency Management and Research Institute"Ahmedabad, Gujarat, India.

4.5 Payment made toward Tender Fee will not be refunded.

4.6 Non-payment of the Tender Fee will make the tenderer liable for disqualifications.

4.7 EMD would be refundable under following conditions:

- a) Tender is closed at any stage of procurement
- b) Rejection of bid at primary or technical scrutiny level
- c) After issuance of Rate Contract/Purchase Order.

4.8 Non- payment of the EMD will make the tenderer liable for disqualifications.

4.9 Those tenderers who are exempted for payment of Tender Fee and EMD must enclose necessary documents like SSI Registration [of Gujarat State] along with NSIC / DGS&D / CSPO Registration for item under tender enquiry.

4.10 Wrong / Fraudulent data submission may lead to disqualification /debarment. Please ensure that you furnish correct data.

C. TENDER EVALUATION:

Tender will be evaluated in three stages:

a. Preliminary evaluation:

- I. Tenders will be scrutinized for their adequacies in terms of Tender Fee, EMD and required Documents with Tender as per Annexure I.
- II. All vendors are requested to strictly submit the documents in sequence as per preliminary evaluation criteria.

b. Technical evaluation :

- a) Technical evaluation of the item tendered will be done by a Technical Committee constituted by the COO GVK EMRI, Gujarat.
- b) Tender submitted with basic specifications mentioned in this tender form will only be considered.

All vendors who meet the preliminary criterion and submit technical bids conforming to the technical evaluation criterion will be shortlisted for commercial evaluation.

Tender committee may scrutiny the details provided by the vendor and will decide the eligibility of the vendor to next stage.

Eligibility Criteria:

Online Bid for Hiring of Security Services as mentioned in the tender details section is invited online (internet), Following being the eligibility criteria:

- (a) Tenderer must be an Indian Contractor having experience in electrical maintenance & allied services.
- (b) Tenderer should have experience of electrical erection, installation & maintenance for three financial years preceding the date of opening of technical bid. For this purpose, they have to submit Chartered Accountant's certificate in original/self-attested, showing year wise sales for quoted services for last three years.
- (c) Tenderers who have been blacklisted/ debarred by tender inviting authority or by any other State Government or Central Government department/Organization shall not be allowed to participate in the tender process during the period of blacklisting / debarment.

The legible and certified copies of the following Technical supporting documents must be submitted as mentioned in Annexure.

- i) License: Industrial license / I.S.I. Certificate / Factory Inspectors license / Product permission {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./ K.V.I.C./ N.S.I.C./ D.G.S.&D / MSME Part-II acknowledgment /SIS registration and Central Excise Registration /Udyog Aadhar acknowledgment of the Bidder or Principal manufacturer {whichever is applicable}.
- ii) Copy of the Partnership deed (if manufacturer) / Memorandum of Articles / Registration of Firm {whichever is applicable}.
- iii) GST registration copy.
- iv) Permanent Account number (PAN) copy.
- v) Empanelment form giving all financial / market / statutory details about firm / company (Annexure IV)

- vi) Audited Financial statements with all reports .In case of unaudited Financial Statements CA Certified Turn Over Certificate must be enclosed for the past 3 years as a compliance to **average turnover Rs.5 Lakhs / Annum.**
- vii) Only one bid will be accepted from a Group of companies and entities .
- viii) Documents mentioned in Eligibility criteria.
- ix) Affidavit in ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/ duly attested by First Class Magistrate / Notary public. (Annexure-VI)
- x) Performa For Performance Statement (Annexure – X)
- xi) All photocopies are required in self-attestation mode except Annexure-VI which needs to be attested by First Class Magistrate / Notary public.
- xii) Entire Tender Document with annexure duly signed & stamped

GVKEMRI shall consider the information furnished by vendor on technical requirements as sufficient and qualify the vendor for price bid opening. If, at any stage of pre-supply and post supply period, if it is found that any information furnished by the vendor is either false or hidden or fabricated, such vendor may be blacklisted by GVKEMRI and prohibited from participating in any of future tenders for a period of 10 years. GVKEMRI may at its sole discretion will use services of a third party to verify the authenticity of the data furnished by vendors

PERSONNEL, EQUIPMENT CAPABILITIES

a. Personnel Capabilities: The firm should have suitable qualified and experienced personnel for the providing the service during the contract period. List of employees and bio-data of key officials shall be submitted stating clearly how these would be involved in this work.

b. Equipment Capabilities: The Applicant should provide an undertaking regarding availability of equipments required for the providing smooth service, with list of equipments indicating owned or to be hired. In case equipments are to be hired then source of equipments may also be indicated.

All vendors who meet the preliminary criterion and submit technical bids conforming to the technical evaluation criterion will be shortlisted for commercial evaluation.

c. Commercial evaluation

Commercial Bids of the vendors, who qualify in the Technical Bid Evaluation, will be opened online. L-2 and other qualified vendors will be contacted only if L-1 vendors fail in delivery schedules/any other tender terms and conditions.

L1 will be decided on total landed cost. Please refer Commercial Bid format mentioned in Annexure – IX.

Commercial Bid :

- 1.1 The commercial bid submission should be done on the website only <https://www.nprocure.com>
- 1.2 The bids should be submitted on or before the time stipulated in tender notice at the website <https://www.nprocure.com>

1.3 Any type of price should not be disclosed in physical documents otherwise bid will be rejected.

Note:

No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.

D. GENERAL TERMS & CONDITIONS OF TENDER

1. Before submission of any tender, the tenderer must verify that they have submitted all relevant certificates / permissions / registration documents in proper format along with tender. No intimation of missing documents and no documents will be accepted thereafter and the tenders will be processed on the basis of available documents / certificates. If the requisite documents are not submitted or even if submitted are not in proper format, the tender is liable to be rejected.

2. **The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the,**
 - (a) Tender is rejected due to failure to supply the requisite documents inproper format or giving any misleading statement or submission of false affidavit or fabricate documents.
 - (b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.
 - (c) Party fails to supply the goods / items as per the orders / R.C. placed by GVK EMRI within the delivery period so stipulated time line.
 - (d) Party fails to replace/correct the supplied material declared to be wrong / different from specification and R.C. holder / successful bidder have to refund the cost of such goods.

3. **Back out from tender at any interim level during tender processing:** -Once the tenders are submitted it will be the responsibility of the tenderer not to escape halfway directly or indirectly by way of raising any problems.

4. In no case the certificate should be dated earlier than one year {unless otherwise specified} and should be in force and valid on the last date of the submission of the tender / signing of the agreement {as the case may be}. In case, the certificates / licenses / permission are outdated or the validity period is over, the proof of applying for renewal should also be attached. Such certificates will be considered if the renewal has been applied for within the time limit prescribed for the renewal of that permission / license /certificate under the relevant rules and further if such application for renewal is not specifically rejected by the competent authorities. In case any certificate is still awaited from the competent authority, the proof of making the application should also be attached which will be considered if the application is not specifically rejected by the competent authorities.

5. The tenderer must satisfy that they are in possession of the requisite permissions / licenses / permits required for the supply of the items for which the offer is made. Failure to enter into contract if selected or to execute the purchase orders after entering into contract for want of permission /license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification for 2 years without any further reference.
6. The tenders will be opened online on the date, time specified in tender notice. In the first instance, only "Technical bid" will be opened online on the date of opening the tender and taken into consideration for finalization. Subsequently, the "commercial bid" will be opened online only for those tenderers whose quotations satisfy the technical requirement of the indenter and are otherwise acceptable.
7. **The tender is liable for rejection due to any of the reasons mentioned below:**
 - i. Non-Submission of tender within stipulated time online.
 - ii. Submission of tender without Tender Fee.
 - iii. Tender is unsigned OR not initialed on each page or with unauthenticated corrections.
 - iv. Submission of tender documents in unsealed envelope.
 - v. Tender not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender enquiry and part enclosed.
 - vi. Non-payment of Earnest Money Deposit {if not exempted.}
 - vii. Non-submission of required documents as shown at Eligibility criteria section.
 - viii. Conditional and / or vague offers.
 - ix. Unsatisfactory past performance of the tenderer.
 - x. Rates have been shown elsewhere than Commercial bid.
 - xi. Items with major changes / deviations in the specifications / standard /grade / packing / quality are offered in Technical bid.
 - xii. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 - xiii. Tenders not filled up properly.
 - xiv. Non-submission of Turnover Certificate.
 - xv. Non submission of documents mentioned in List of Annexure wherever applicable.
 - xvi. Non submission of document mentioned above in Technical supporting documents.

E. TERMS OF SUPPLY

1. Terms & Conditions:-

(A) The contractor should undertake to be responsible for the services in satisfactory and without any loss or damage at the works place or other place of final destination.

(B) GVK EMRI shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Company / Firm / Agency in the course of their performing the functions/ duties, or for payment towards any compensation.

(c) The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into

a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining there to.

(D) Immediately, on receipt of intimation from the GVK EMRI the acceptance of tender, the successful tenderer will execute the work as per the instructions of Engineer In charge and the written acceptance of the tender will constitute a binding contract between GVK EMRI and the firm so tendering. It will be the responsibility of the contractor to thoroughly examine the electrical installations in all respects before taking over and bring to the notice of GVK EMRI any short coming or short supply in the installations being handed over. Once taken over it will become the sole responsibility of the contractor to guarantee completion and effective functioning of the systems.

(E) The material required for replacement of damaged electrical and other parts, bulbs, tubelights, fittings etc. shall be entirely supplied by GVK EMRI. The contractor shall however, be required to deposit the damaged / burnt parts with the Engineer In charge.

(F) Cost of any consumables and other components costing over **Rs. 100/-** shall be reimbursed to the contractor against produce of cash memo/invoice. The contractor has to take prior approval of GVK EMRI before doing such type of work.

(G) If it is observed that due to poor maintenance / unsatisfactory work any part or equipment is found damaged / required to be replaced, the same will have to be attended and replaced by the contracting agency/firm/company at his own cost. In this regard Engineer in charge's decision will be final.

(H) The contracting agency/firm/company and the user shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled under the Court of Law within its jurisdiction at Ahmedabad. The resultant contract will be interpreted under Indian Laws.

(I) It shall be the responsibility of the service providing Company / Firm / Agency to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Agency) at GVK EMRI and GVK EMRI shall have no liabilities in this regard.

(J) The Company / Firm / Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to workers engaged by them. GVK EMRI shall, in no way, be responsible for settlement of such issues whatsoever.

(K) The workers deployed by the service providing Company / Firm / Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/ confirmed employees during or after expiry of the contract period.

(L) In case of termination of this contract on its expiry or otherwise, the workers engaged by the service providing Company / Firm / Agency shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in GVK EMRI.

(M) The Company / Firm / Agency shall also be liable for depositing all taxes, levies, cess, service tax etc. on account of services rendered by it to GVK EMRI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

(N) If any worker wants to go on leave, they shall inform well in advance to the Engineer in charge of Maintenance at GVK EMRI and alternative proper arrangements shall be made by the Contract Agency.

(O) The successful Company / Firm / Agency shall provide two sets of uniforms and also the shoes to the staff deployed at GVK EMRI. It will be the responsibility of the Company / Firm / Agency to insist the staff to carry their Identity Cards while on the duty at GVK EMRI.

(P) The major complaints which cannot be attended and rectified within 24 hours, on that the contractor will be liable to the penalty of Rs. 200/-per hour excluding Force Major circumstances.

(Q) The contractor shall make sufficient arrangement of extra labour & supervision force in case of breakdown of any equipments or system to ensure efficient attending of complaints with least inconvenience to the occupants of the building.

(R) The contractor shall engage trained and qualified technical and skilled workmen as required to carry out the day to day requirements of maintenance and operation. The workmen shall have at least 2 years experience in similar work.

2. CONTRACTOR'S RESPONSIBILITIES:

1) The amounts specified hereinabove are inclusive of all costs, expenses, wages and other expenses including ex-gratia payment to workman or payment of their legal dues. That may be incurred by the agency and the agency shall not be entitled to make any other demands monetary or otherwise from the Academy (GVK EMRI) during the term of this contract. It is expressly agreed that in the event there is a revision of minimum wages or special allowance, then the amount payable in clause hereinabove shall be suitably modified.

2) The agency shall at all time indemnify the Academy (GVK EMRI) against all claims for compensation under the provisions of any law for the time being in force / brought into force, by or in respect of any workmen employed by the agency in carrying out the contract and against all costs and expenditure incurred by the Academy (GVK EMRI) in connection therewith. The Academy (GVK EMRI) shall be entitled to deduct any amount due, from all the money paid or payable by way of compensation as aforesaid and costs or expenses in connection with any claim thereto. For this purpose, an indemnity bond will have to be executed.

3) The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Engineer In charge. In case of breach of these conditions, GVK EMRI will serve a notice in writing on the contractor rescinding the contract where upon the security deposit shall stand forfeited to GVK EMRI without prejudice to his other remedies against the contractor.

4) The contractor himself must be a qualified electrical engineer (either **DEE or BE in Electrical Engineering**) and should have 05 years working experience of handling such jobs. The contractor and his Supervisors / Electricians must hold a valid government license to carry out electrical works throughout the tenure of the contract.

5) The agency shall be responsible for taking good care of all equipments. They will employ only those electricians who have qualified ITI's electrician trade with NCVT and worked at least for two years. The agency will have to intimate the details of persons employed at GVK EMRI along with a passport size photograph.

6) The agency shall employ required number of employees as mentioned for carrying out the jobs specified in the tender and as per following shifts for rendering satisfactory services:

Worker	1st Shift	2nd Shift	3rd Shift	General
Timings	7am to 3 pm	3pm to 11 pm	11pm to 7 am	9am to 6 pm
Electrical Engineer (DEE or BE)	-	-	-	1
Electrician	1	1	1	-
Helper ITI fresher with/without license	1	1	-	-
Total	2	2	1	1

As GVK EMRI is in to an emergency services, the contractor has to deploy technically qualified manpower throughout the year . I.e. 365 days and 24 x 7 hours.

8) The employees engaged by the contracting agency/firm/company should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.

9) The contracting agency/firm/company should furnish the maintenance schedule every week.

10) All personnel employed by the contracting agency/firm/company shall be medically fit at the time of employment.

11) The contracting agency/firm/company's employees will be supplied with proper uniforms at its own cost. Any employee found improperly dressed or unsatisfactory in performance would be asked to leave the premises. The contracting agency/firm/company will provide immediate replacement in such cases.

12) All the licenses, permits etc. from statutory authorities required for running of this contract will be in the name of GVK EMRI. However all formalities required for obtaining / renewing them will be done by the agency on behalf of GVK EMRI.

13) The contracting agency/firm/company shall regularly make payment to the Provident Fund, Family Pension, Employees State Insurance Contribution, and Deposit Linked Insurance.

14) The contracting agency/firm/company shall ensure that it fully complies with and observe all the provisions of the Contract Labour Act (Regulation and Abolition Act) 1970, the Minimum Wages Act, 1948, Under minimum wage act 1948, Payment of Wages Act, 1936, Employees Provident Fund and Miscellaneous Provisions Act 1952, the E.S.I. Act and such other statutory enactments, rules and regulations laid down by the government or local body in force / coming into force which may apply to this agreement and any liability on account of non-compliance or violation thereof shall be the agency's responsibilities.

15) The employees employed by the contracting agency/firm/company shall be, its Employees and the Academy (GVK EMRI) shall in no way be responsible or liable for their wages, salaries, bonus, gratuity or any other allowance, leave salary, wages for holidays or any other compensation notice pay etc.

16) The contract will be for a period of one year. However same can be extended further as per Tender terms.

17) During the currency of this agreement, the Academy (GVK EMRI) shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it 30 days notice in writing. For this purpose the Academy (GVK EMRI) shall be the sole judge to decide whether the performance of the agency is satisfactory or not and such decision of the Academy (GVK EMRI) shall be final,conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore, if on account of non-renewal of the contract and / or termination of this contract, the agency has to terminate its employees, and then it shall be the sole responsibility of the agency to pay the legal dues to his employees. In the event of noncompliance of legal provisions or nonpayment of dues the agency itself shall be liable for all costs and consequences.

18) Re-Allocation / Cancellation of tender:In case of failure or on the part of the successful tenderer to execute the contract within the stipulated date mentioned in the purchase order, GVK EMRI may cancel the purchase order is full, or part, and re-allot the same to next lowest tenderer who otherwise fulfills all conditions. and any extra expenditure involved due to this change will be recovered from un successful vendor deposit /out standing

19) The quoted rate of the contracting agency / firm / company shall be deemed to have taken into account all the conditions mentioned above.

20) In matter of interpretation / disputes in regard to this contract the authority of GVK EMRI will be final.

21)In the event of the contract being terminated or upon its expiry, the contractor shall relocate his employees to any other site which he may have. In the event the contractor

terminates the services of the employees on account of non renewal of this contract or on account of termination of this contract for any reason whatsoever, then it shall be the responsibility of the contractor to terminate the services of his employees in a legal manner by paying them notice salary and retrenchment compensation along with other legal dues. Any liability on account of non payment of the aforementioned dues would rest exclusively upon the shoulders of the contractor and the Academy (GVK EMRI) shall not be liable for consequences arising therefore.

3. MAINTENANCE SCHEDULE:

Contracting agency/firm/company has to submit a maintenance schedule to GVK EMRI, giving all details indicating maintenance activity and its frequency for all the equipments /installations mentioned above.

It may please be noted that any major breakdown, repairs, overhauls of the equipments, filtration of transformer oil, rewinding of ceiling fans and motors, testing of all relays and protective devices, specialized servicing of breakers will be carried out separately according to its necessity and time schedule and the expenditure will be borne by GVK EMRI.

4. **Authority of signing document:** A person signing the Tender Form or any document, forming part of the contract on behalf of the supplier, shall carry the authorization letter stating his / her authority to sign such documents from the respective organization.

5. Performance Security Deposit:

The successful bidder, shall be required to submit **Performance Security Deposit of 5% of the order value** in the form of Demand Draft/Fixed Deposit/Performance Bank Guarantee in favor of "GVK Emergency Management Research Institute", payable at Ahmedabad valid for a period of 1 year from the date of completion of order. The Bank Guarantee shall be returned on completion of the Contract period .

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee shall be en-cashed & the amount forfeited.

6. **Liability of GVK EMRI:** As the payment against the supplies under this agreement will be made by GVK EMRI on behalf of and upon release of funds from respective State Government, It is expressly understood and agreed by, between the SUPPLIER and the GVK EMRI that the GVK EMRI is entering into this Agreement solely on behalf of respective State Government. In particular, it is expressly understood and agreed that though the respective State Governments / Government of India are not a party to this Agreement and have no liabilities, obligations or rights hereunder, any delay in the release of vendor payments, for the supplies made under this tender, solely depend on timely receipt of funds for the same from the respective state governments. The SUPPLIER expressly agrees, acknowledges and understands that the GVK EMRI is not responsible for any delays in the release of funds from respective state governments for what so ever reason it may be and shall not hold GVKEMRI responsible for delayed payments and

GVKEMRI shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the SUPPLIER hereby, expressly waives releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the GVK EMRI arising out of this Agreement and not to sue GVKEMRI for any reason, as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement. However, GVK EMRI will persuade with respective State Government to enable the timely payment to respective Supplier

7.Ethics:Any attempt by a tenderer to obtain confidential information, enter into unlawful agreement with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall make the tender submitted by that tenderer liable for rejection.

8.Jurisdiction:All disputes arising out of or in connection with this tender shall be referred to law courts with Ahmedabad Jurisdiction only.

9.Power of Cancellation:GVK EMRI reserves the right to cancel the tender notification and reject any or all the tenders, at any time during the process of receipt, evaluation, and finalization of tenders, without assigning any reason what-so-ever.

10.Force Majeure: If at any time during the validity of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed shall be final and conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

11.Fraud & Corruption:

The bidders, suppliers and contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices.

- “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
- “Fraudulent Practice” means misrepresentation or omission of facts in order to execution of contract.

- “Collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
- “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.
During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

In the bid document itself, an undertaking from the bidders may be obtained in the format at ANNEXURE- II.

12. Saving Clause

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

13. Waiver

Failure to operate or to enforce any condition under this Contract shall not operate as a waiver of the condition itself or any subsequent breach thereof.

14. Governing Law

The Contract entered into between the Company and the Supplier shall be governed by and interpreted in accordance with the Laws of India. The place of jurisdiction shall be the place where the Purchaser is located, unless otherwise specified.

15. Local Conditions

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

16. Arbitration Clause:

In case of any dispute, the decision of COO GVK EMRI Gujarat will be final and honored.

17. Termination:

17.1 Termination: GVK EMRI reserving right to terminate this contract without cause by issuing 30 days prior notice to supplier.

17.2 The supplier can also terminate this contract by issuing 60 days prior notice to the purchaser, however, there shall be no termination by supplier within initial six months of this contract.

GVK EMRI, Gujarat

Annexure I

Pre Qualification Check List

Sr. No.	Document	Submitted (Yes/No/NA)
1	Tender Fee	Yes/No/NA
2	EMD	Yes/No/NA
3	License: Industrial license / I.S.I. Certificate / Factory Inspectors license / Product permission {if applicable}/ Registration certificate with C.S.P.O./ S.S.I./ K.V.I.C./ N.S.I.C./ D.G.S.&D / MSME Part-II acknowledgment /SIS registration and Central Excise Registration /Udyog Aadhar acknowledgment of the Bidder or Principal manufacturer {whichever is applicable}.	Yes/No/NA
4	Copy of the Partnership deed (if manufacturer) / Memorandum of Articles /Registration of firm {whichever is applicable}.	Yes/No/NA
5	GST registration copy	Yes/No
6	Permanent Account number(PAN) copy	Yes/No
7	Affidavit in ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/-duly attested by First Class Magistrate / Notary public. Annexure-VI	Yes/No
8	Entire Tender Document with annexure duly signed & stamped	Yes/No
9	Empanelment form giving all financial / market / statutory details about firm / company (Annexure IV).	Yes/No
10	Audited Financial statements with all reports .In case of unaudited Financial Statements CA Certified Turn Over Certificate must be enclosed for the past 3 years as a compliance to average turnover Rs.5 Lakhs / Annum.	Yes/No
11	Document asked in eligibility criteria	Yes/No/NA
12	Performa For Performance Statement	Yes/No/NA

ANNEXURE II

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply ofunder tender reference no. Dt We shall strictly observe the laws against fraud and corruption in force in the country.

Signature of proprietor/Partner/Director

Designation:

Seal:

ANNEXURE III

Performance Security Bank Guarantee

.....(*Insert: Bank's Name and Address of Issuing Branch or Office*)

Beneficiary: (*Insert: name and Address of Purchaser*)

Date:

PERFORMANCE GUARANTEE No:

We have been informed that (*insert: name of Supplier*) has entered into Contract No. (*Insert: reference no of the contract*) dated With you, for the supply of (*insert: description of goods*).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we (*insert: name of bank*) hereby irrevocably undertake to pay you ant sum or sums not exceeding in total an amount of (*insert: amount in figures*) (.....) (*insert: amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the Day of, 2..... , and any demand for payment under it must be received by us at this office on or before that date.

** The guarantor agrees to extension of this guarantee for a further period in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Annexure IV

Supplier Information form (SIF)

1. Name of Organization: _____

2. Permanent Account Number (PAN): _____

(Pls. enclose Copy)

3. Registered Address: _____

4. Correspondence Address: _____

5. Deal in kind of Services/Products: _____

6. GST Registration:- _____

7. Bank A/C Details

Name of Bank : _____

Bank A/C No : _____ (Current/Saving)

Branch & Add : _____

IFSC code : _____

MICR code : _____

8. Contact Details

Contact Person : _____

Telephone No : _____

Mobile No : _____

E-Mail ID : _____

9. Name of sister concern or any _____

Interdependent Entity (If Any) _____

(Signature of Authorized Person) Date:

[Name _____ : Designation _____]

ANNEXURE- V**ANNUAL TURN OVER STATEMENT**
(CA Certified)

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sr. No.	Year	Turnover in Lakhs (Rs.)
1		
2		
3		
Total		Rs. _____ Lakhs
Average turnover per annum		Rs. _____ Lakhs

Date :**Place :****Name & Signature of****Chartered Accountant****Seal**

Annexure –VI
Affidavit**(TO BE SUBMITTED PHYSICALLY)****(To be submitted IN ORIGINAL on Non - Judicial Stamp Paper of Rs.100/ - dulyattested
by First Class Magistrate / Notary Public)**I/We _____ Age _____ years residing at _____
_____ in capacity of _____

M/s. _____ hereby solemnly affirm that

1. All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
2. I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender.

Sr. No.	Name of the Document
1	
2	
Onwards	

3. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4. It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
5. I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
6. I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
7. My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
8. I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted

document. Important information in each document is "highlighted" with the help of "marker pen" as required.

9. The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
10. I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____ which is issued on the name of _____ [kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable].
11. I / We understand that giving wrong information on oath amounts to forgery and Perjury, and I/We am/are aware of the consequence thereof, in case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract, in this event. This office reserves the right to take legal action on me/us.
12. I / We have physically signed & stamped all the above documents along with copy of tender documents (page no _____ to _____).
13. I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specification mentioned in the bid document.
14. My / Our company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.
15. I / We hereby commit that we have paid all outstanding amount of dues / taxes / cess / charges / fees with interest and penalty.
16. In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for Disqualification will be accepted by us.
17. Whatever stated above is true and correct to the best of my knowledge and belief.

Date :

Stamp & Sign of the Tenderer

Place :

(Signature and seal of the Notary)

ANNEXURE- VII

Government of Gujarat
Finance Department
GR No: EMD/10/2018/18/DMO
Dt.16/04/2018

{A} Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

- All Nationalized Banks including the Public Sector Bank – IDBI Ltd.

{B} Guarantee issued by following Banks will be accepted as SD/EMD for period up to March 31, 2019. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- *Rajkot NagarikSahakari Bank Ltd.*
- *The Mehsana Urban Co-operativeBank Ltd.*
- *The Surat District Co-Op. Bank Ltd*
- *The Ahmedabad Mercantile Co-Op. Bank Ltd.*
- *Nutan Nagarik Sahakari bank Ltd*
- *The Kalupur Commercial Co-Op. Bank Ltd*
- *Saurashtra Gramin bank*
- *Baroda Gujarat Gramin Bank*
- *RBL Bank*
- *Karur Vysya Bank*
- *AXIS Bank*
- *ICICI Bank*
- *HDFC Bank*
- *Kotak Mahindra Bank*
- *IndusInd Bank*
- *DCB Bank*
- *FEDERAL Bank*
- *YES Bank*

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

Sd/-
(J G Shelat)
Section Officer
Finance Department.

Annexure VIII**SCOPE AND STYLE OF WORK**

A brief list of works to be carried out under contract of operation and maintenance of Electrical and allied installations within the GVK EMRI campus (Day to Day maintenance)

1) Operation and maintenance of the entire electrical and allied installations on 3 shifts basis. Contractor will employ workmen with qualifications and experience as mentioned in Contractor's Responsibilities at Item No.7.

2) Day to day maintenance of entire electrical equipments, machines, motors, UPS, water pumps, panels, cables, earthing system, replacement and repairs of small components, wires, glands, fire fighting system, fire protection system[ELECTRICAL], softening plant, water supply system, DG set, lightning control, BMS equipments, lightning arrester, CCTV camera monitoring, control access, AC's, Lift's and AV and etc. Checking in day to day maintenance, get work done from electrical and other contractor, packing and all sort of hardware's.

3) Maintaining daily log sheet, recording performance of each equipment. To maintain all documents required to be maintained by GVK EMRI as HT consumers.

4) Arranging all major components requiring repair/replacement with prior consent and approval of the authorized GVK EMRI engineer. (Only cost of the components shall be reimbursed. The effort involved in procurement and replacement charges shall be deemed to have been included in the contracted amount of this contract).

5) The contracting agency/firm/company shall guarantee prompt repairs/replacement of components referred under (4) above to minimize interruption. In all probability the contractor will be required to arrange repair and/or replacement of such damaged components the same day.

6) Attending and solving all the day-to-day complaints received from the Engineer in Charge within the campus.

7) In case of development of faults in the system anywhere in the campus; finding out the reasons of faults by using necessary test meters and other equipments (required special, if any) owned by the contractors.

8) Adjusting timer switches/photocells of streetlights from time to time.

9) Checking of all electrical equipments and gadgets owned by the Institute whenever instructed and changing of minor parts like burnt coils, thermostats, switches etc.

10) In case of power failure due to UGVCL / torrent line faults dropping off of D.O.fuses at GVK EMRI's four-pole structure etc. contacting UGVCL and getting the power restored.

11) All the wiremen's and electrician's jobs shall normally be carried out as and when instructed by the Engineer In charge without charging any extra amount under the maintenance contract although the work asked to be carried out is new. Refusal to carryout any such or other works

shall mean violation of contract terms and GVK EMRI shall be free to terminate the contract and the extra expenditure incurred by the Institute due to such refusal shall be recovered through the security deposit of the contractor.

12) Periodical cleaning of all the electrical light fixtures, ceiling and exhaust fans, Street lights, DG set, water supply pumps etc., and periodical checking, testing of all the electrical equipments owned by the Academy (GVK EMRI).

13) Any type of minor electrical works within the Academy (GVK EMRI) premises as and when instructed by the Engineer In charge shall have to be attended without any extra cost.

14) Starting and stopping of water pumping sets to maintaining uninterrupted water availability in entire complex round the clock at efficient level so as to minimize the cost of electricity.

15) To visit each department and note their complaint about switches, sockets, fans, tube lights, geysers, TVs, telephones & other instrument's electric supply etc. and attend to these complaints and take the signature of the occupants.

16) They should have full knowledge of Operating and maintaining of all system like GEB 11 KV feeder to HT-LT panel system /750KVA transformer / Capacitor bank system/Bore well system/ LPDB/MLDB/ 450KVA DG set operation and building and campus related all electric supplying and lighting system.

They should have full knowledge to identify faults or breakdown reason and able to sort out the fault and restore the system /power supply in minimum time period.

17) Misuse/mismanagement/mishandling of equipments or systems may be penalized.

18) Any operator or electrical engineer should not leave the work place or substation Area without prior intimation or permission from GVK EMRI infra authorized person.

19) Any kind of break down/tripping or major incident it should be immediately reported to GVK EMRI infra authorized person.

Annexure –IX
COMMECIAL BID FORMAT
MONTHLY CHARGES TOWARDS OPERATION AND MAINTENANCE OF ELECTRICAL AND ALLIED INSTALLATIONS.
MINIMUM WAGES AS PER SHOPS AND ESTABLISHMENT ZONE

S.N	Particulars	Amount in Rs. Per person	No of Persons	Total Amount
A	ELECTRICAL ENGINEER (Skilled)		1	
1	Basic Pay			
2	Special Allowance			
3	House Rent Allowance			
4	Employee s state Insurance - Employer s contribution			
5	Provident Fund - Employer Contribution			
6	Leave with Wages			
7	Gratuity (as per payment of Gratuity Act).			
8	Bonus (as per payment of bonus Act)			
9	Pay on National Holidays			
10	Sub - Total – A			

S.N	Particulars	Amount in Rs. Per person	No of Persons	Total Amount
B	Electrician (Skilled Labour)		3	
1	Basic Pay			
2	Special Allowance			
3	House Rent Allowance			
4	Employee s state Insurance - Employer s contribution			
5	Provident Fund - Employer Contribution			
6	Leave with Wages			
7	Gratuity (as per payment of Gratuity Act).			
8	Bonus (as per payment of bonus Act)			
9	Pay on National Holidays			
10	Sub - Total – B			

S.N	Particulars	Amount in Rs. Per person	No of Persons	Total Amount
C	Helpers (Unskilled Labour)		2	
1	Basic Pay			
2	Special Allowance			
3	House Rent Allowance			
4	Employee s state Insurance - Employer s contribution			
5	Provident Fund - Employer Contribution			
6	Leave with Wages			
7	Gratuity (as per payment of Gratuity Act).			
8	Bonus (as per payment of bonus Act)			
9	Pay on National Holidays			
10	Sub - Total – C			

Sr. No	Monthly package	Details
1	Total of A+B+C	
2	Agency Service charge (in %)	
3	Agency Service charge (in Rs.)	
4	GST as applicable with SAC code (in %)	
5	GST as applicable (in Rs.)	
6	Monthly Gross total	

Annexure – X**Performance Statement****(FOR A PERIOD OF LAST 3 YEARS)**

Name of Firm _____

Sr. No.	Name of Work	Year	Scope of work	Value	Name and full address of the Employer
1					
2					

Date :

Sign & Seal of Tenderer :