

**Tender for Construction of Store  
Expansion & Parking Shed Work in GVK  
EMRI Campus at Ahmedabad.**

**GVK Emergency Management and Research Institute**

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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 12000 state-of-the-art ambulances in 14 States and 2 Union Territories viz-Telangana, Tamil Nadu, Karnataka, Goa, Gujarat, DadraNagar Haveli Daman & Diu, Chhattisgarh, Assam, Meghalaya, Himachal Pradesh, Uttar Pradesh, Rajasthan and to provide pre-hospital care covering a population of 840 million. Everyday GVK EMRI is serving on an average 20,000 emergencies (69 million emergencies attended since inception) and saving over 760 lives everyday and cumulatively have saved more than 32 lakh lives since the launch of the services and provide direct employment to over 48000 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 into execution of Store Expansion & Parking Shed work as per specifications of Tender Documents.

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/INFRA/S&P/1920**

Sr. No.	Description	Schedule
1	ON LINE SALE OF TENDER DOCUMENT	20/09/2019 onwards
2	PRE BID MEETING	27/09/2019 at 15.00 Hrs.
3	LAST DATE FOR ONLINE SUBMISSION OF TENDER DOCUMENT	10/10/2019 up to 18.00 Hrs.
4	LAST DATE AND TIME FOR PHYSICALY RECEIPT OF EMD AND SUPPORTING DOCUMENT AT OUR OFFICE	11/10/2019 up to 15.00 Hrs.
5	TIME AND DATE FOR OPENING OF TENDER TECHNICAL BID	11/10/2019 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.2,500.00+ 18% GST = Rs.2,990.00 (Non refundable)
8	EMD	Rs.1,08,000.00(Refundable)
9	VALIDITY OF TENDER	180 Days

Online tender is 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 Contractor or dealer or supplier for the execution of Store Expansion & Parking Shed work as per tender terms and conditions as stated in tender document.

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.**

14<sup>th</sup> Floor, GIFT One Tower, GIFT City,  
 Road 5 C, Zone 5, Gandhinagar - 382 355 (Gujarat)  
 Phone: (079) 66743300, 66743329, 66743311.  
 Toll Free : 1800 419 4455, 1800 419 4632.

**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 manufacturer
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.

**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](mailto: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/INFRA/S&P/1920 for Construction of Store Expansion and Parking Shed work.

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. Tenderer must quote their prices (On-line only) in the schedule format supplied in the online tender form. Tender price 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 months 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 Construction of Store Expansion and Parking Shed work as mentioned in the tender details section is invited online (internet), Following being the eligibility criteria:

- (a) Tenderer must be an Indian Contractor / Dealer/ Supplier for Construction of Store Expansion & Parking Shed work.
- (b) 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.
- (c) Please refer attached Annexure – A.

**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 or Valid Certificate/License issued by Govt. Authority for contractor. {whichever is applicable}.
- ii) Documents mentioned in attached Annexure – A.
- iii) Copy of the Partnership deed / Memorandum of Articles / Registration of Firm {whichever is applicable}.
- iv) GST registration copy.
- v) Permanent Account number (PAN) copy.
- viii) Supplier Information Form Empanelment (Vendor information) form giving all financial / market / statutory details about firm / company (Annexure V).
- ix) 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.50 Lakhs / Annum.**
- x) Only one bid will be accepted from a Group of companies and entities.
- xi) Affidavit in ORIGINAL on Non-Judicial Stamp Paper of Rs. 100/-duly attested by First Class Magistrate / Notary public. (Annexure-VIII)
- xii) Performa for Performance Statement (Annexure – XII)
- xiii) All photocopies are required in self-attestation mode except Annexure-VIII which needs to be attested by First Class Magistrate / Notary public.
- xiv) 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

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

MSME unit of Gujarat State may be given benefits as per Gujarat Government, Industry & Mines Department, GR No. SPO/102015/691093/CH, Dt.03/06/2016.

**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 – XI.

**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.

GVK EMRI may seek any clarification / explanation / documentary evidence related to offer at any stage from tenderers if required. However, any clarification / explanation or documentary evidence leads to implication on quoted price, it shall be considered only for technical evaluation but not for price evaluation.

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.

**The special terms & conditions mentioned& attached in tender shall supersede over the general terms and conditions.**

## **E. TERMS OF SUPPLY**

1. The accepted tender / rate contract (RC) holder should supply the items as per specifications approved by GVK EMRI, otherwise the supplies will not be accepted and penalty/ liquidated damages action will be taken against the AT/RC Holder. All supply orders issued by us on or before the last date of the AT / R.C. will have to be accepted by the AT / R.C. Holder and the delivery for all such orders will have to be effected as per the Schedule specified in the order, even though the date of actual supply may fall beyond the last date of the AT/ R.C.
2. AT / RC holder needs to follow the delivery scheduled as mentioned in PO / Order form strictly.
3. In the event of damage or loss of supplies during transit against requisition order the said quantity will have to be replaced by the AT / R.C. Holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the supplies as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the AT / R.C. Holder of any loss or damages to the stores that might / should have occurred during the transit.
4. Quantity shown or proposed here in, is tentative requirement, it may increase or decrease. The rates should not vary with the quantum of requirement.

5. **Delivery Period:** Successful Bidder has to execute the work order within eight weeks from the date of issue of Purchase order. The delivery period will be counted from the next working day after the actual date of posting the order.
6. The bills / invoices are required to be submitted specifying the following details in appropriate places of the invoices
  - a) Number and date of bills or invoice.
  - b) Number and date of AT/R.C.
  - c) Number and date of order.
  - d) Name and specification of item.
  - e) Name of manufacture & Model / Make / Brand.
  - f) Quantity.
  - g) Total cost; and
  - h) Other details like batch #, Mfgdate, packing, unit etc.
  - i) No. & date of challan (If supply made by challan)
  - j) HSN Code
  - k) GST Nos.
  - l) GST Breakup
7. Invoice shall be in the name of GVK EMRI, Naroda-Kathwada Road, Ahmedabad and needs to be submitted along with copy of delivery challan. The supplies shall be allowed by AT/RC Holder only as per Contract.
8. The AT / R.C. Holder shall submit Invoice showing Basic Price and applicable GST rate with HSN code.
9. **Payment Terms:** The payment against Construction of work shall be made **within 30 days subject to availability of fund** from the date of completion of work in good and acceptable conditions at the destination along with clear receipt of Invoice. However, no interest will be chargeable by the contractor, if the payment is delayed.
10. The payment of the bill shall be made after deducting Government dues, if any.
11. The payment of the bills shall be withheld in the following circumstances:
  - a) The goods are found sub-standard or in non-acceptable conditions:
  - b) Breach of condition of any terms and condition of AT/RC by the AT/R.C. Holder.
12. **Penalty / Liquidated Damages:**
  - a. In case the work is not completed within the delivery period the AT/ R.C. Holder shall have to pay the penalty (L.D) at the rate of 0.5% of Supply item value (delivered late) per week maximum up to 10%.
  - b. Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.  
**Alternative Purchase** If the successful Bidder fails to execute the order within the stipulated time, the Tender Inviting Authority will be at liberty to make alternative arrangements for purchase of the items for which the purchase orders have been placed, from any other source or from the open market, at the risk and cost of the

supplier. This would be in addition to any other penalties including forfeiture of security deposit

**13. TRANSPORTATION**

Transportation of goods and transit insurance up to the specified destination will be by road or as specified in the PO and shall be in supplier's scope.

**14. Inspection:** Inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the AT/R.C. Holder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party, if any.

**15. RISK PURCHASE**

The risk purchase of the items ordered at the cost and risk of the party will be carried out when the party fails to:

- (a) Sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.
- (b) Supply the goods / items as per the order placed by GVK EMRI, Gujarat in accordance with the main / parallel / substitute rate contracts, either during the prime / extended validity period or within the delivery period per PO.
- (c) The Risk Purchase will be done at anytime after the delivery period is over.
- (d) The Risk Purchase will be done from Main / Parallel or Substitute R.C. holder for undelivered quantity of the Stores & the supplier shall be penalized to the extent of 10% of PO value or difference whichever is higher and can be recovered from dues without any intimation.

Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:

- (a) From any pending bills of the party;
- (b) From any security deposit of the party; and

If an amount at (a) and (b) are not sufficient to meet an amount of recovery of dues shall be recovered as arrears of land revenue dues under provision of relevant act.

**16.** Breach of any clause of the certificate will be viewed seriously and action will be taken against vendor which may include forfeiture of E.M.D. / S.D., termination of the contract and disqualification from participating in future business.

**17. Standard Breach Clause:** GVK EMRI, Gujarat, shall in addition to his powers other clause to terminate this contract have power to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed): notice in writing to



R.C. Holder of his desire to do so and upon expiry of notice the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the GVK EMRI decided to put an end to the business relations on breach of any conditions of the contract, no such notice shall be necessary in terminating the contract immediately.

18. The Contract can also be terminated by GVK EMRI, Gujarat in the following circumstances:

- a) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.
- b) If the quality of the material supplied is found not up to the standard quality.
- c) If supply position of the firm is not satisfactory.

19. The GVK EMRI, Gujarat or our authorized representative(s) shall have the right to inspect the factories / manufacturing unit of the manufacturer who have quoted the tender before accepting the offer quoted by them or before placing any order(s) or at any point of time during the finalization of tenders / tenure of AT/R.C. and has also the right to reject the tender or terminate the AT/R.C. / cancel the orders issued or not to reorder based on the facts brought out during such inspections & action deemed fit will be taken against them.

20. **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.

21. **Performance Security Deposit:**

The successful bidder shall be required to submit **Performance Security Deposit of 5% of the order value** in the form of Performance Bank Guarantee/Endorsed Fixed Deposit/DD in favor of "GVK Emergency Management Research Institute", payable at Ahmedabad valid for a period of Warranty and additional 3 months claim period from the date of issuance of order. The Bank Guarantee shall be returned on successful Construction of order.

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 Performance Security Deposit shall be encashed & the amount shall be forfeited.

22. **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

23. **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.
24. **Jurisdiction:** All disputes arising out of or in connection with this tender shall be referred to law courts with Ahmedabad Jurisdiction only.
25. **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.
26. **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 nonperformance 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.

## 27. 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 Construction.
- “Fraudulent Practice” means misrepresentation or omission of facts in order to Construction 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 Construction 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- III.

**28. 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.

**29. Arbitration Clause:** In case of any dispute, the decision of COO GVK EMRI Gujarat will be final and honored.

**30. Termination:**

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

**30.2** 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.

**31. Contract continuation:**

Upon expiration of this agreement, provided the service provider makes such service generally available to other commercial customers, the customer may elect to extend the terms and conditions of this agreement for not more than two additional consecutive six-month terms without liability for conversion fees. The customer agrees to pay service provider rates, charges and fees as prescribed in the pricing section of this agreement and to give the service provider 30 days' notice of such election to continue services.

**32. Transition cooperation:**

The service provider agrees that upon termination of this agreement for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the customer or another service provider.

**33.** Selected bidder has to work under supervision of GVK EMRI or any representative appointed by them.

**GVK EMRI, Gujarat**

**Annexure I**
**Pre-Qualification Check List**

<b>Sr. No.</b>	<b>Document</b>	<b>Submitted (Yes/No/NA)</b>
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 or Valid Certificate or Valid Certificate/License issued by Govt. Authority for contractor{whichever is applicable}.	Yes/No/NA
4	Copy of the Partnership deed / 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-VIII	Yes/No/NA
8	Entire Tender Document with annexure duly signed & stamped	Yes/No
9	Empanelment form giving all financial / market / statutory details about firm / company (Annexure V).	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 compliance to <b>average turnover Rs.50 Lakhs / Annum.</b>	Yes/No
11	Performa For Performance Statement	Yes/No
12	Copy of Solvency certificate in Nationalized bank/Scheduled Bank approved by RBI.	Yes/No/NA
13	Should have completed project work of similar nature Minimum value of work carried out shall be <b>Rs.18/- lacs or above</b> of Single work during last three financial years. Similar nature means any Shed works completed by prime contractor. Contractor should submit Copy of (Form3-A) verified by Engineer/Manager/Owner ofProject.	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 of .....under 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 any 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/-duly attested 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	
<b>Onwards</b>	

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 compliment 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 no 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 Nagarik Sahakari Bank Ltd.*
- *The Mehsana Urban Co-operative Bank 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

**COMMERCIAL BID FORMAT FOR THE TENDER FOR CONSTRUCTION OF STORE EXPANSION  
AND PARKING SHED WORK**

Please refer attached Annexure - B

**Annexure – IX****Performa for Performance Statement****(FOR A PERIOD OF LAST 3 YEARS)**

Name of Firm \_\_\_\_\_

<b>Sr. No.</b>	<b>Name of Product</b>	<b>Year</b>	<b>Quantity supplied</b>	<b>Value</b>	<b>Name and full address of the purchaser</b>
1					
2					

Date :

Sign &amp; Seal of Tenderer :

**Annexure – X**

**General Technical Specification for Building Works**

**Please refer attached Annexure –C**

**Annexure – XI**

**Civil Make List**

**Please refer attached Annexure - D**

**Annexure – XII**

**Electrical Make List**

**Please refer attached Annexure – E**

**Annexure – XIII**

**Detailed Specifications for Civil work**

**Please refer attached Annexure – F**

**Annexure – XIV**

**Design**

**Please refer attached Annexure – G 1 & G 2**