



Gujarat Electricity Regulatory Commission

6th Floor, GIFT One, Road 5-C,
Zone-5, GIFT City, Gandhinagar 382355, Gujarat, India
Phone: +91-79-23602000, Fax: +91-79-23602054/55
Email: gerc@gercin.org Website : www.gercin.org

TENDER

FOR

Housekeeping and Facility Management Services



Gujarat Electricity Regulatory Commission (GERC)

6th Floor, GIFT One, Road 5-C,
Zone-5, GIFT City,
Gandhinagar 382355, Gujarat, India
Phone: +91-79-23602000, Fax: +91-79-23602054/55
Email: gerc@gercin.org Website : www.gercin.org

TENDER No. GERC/ ADMN-26/22-24/HKFM2022

DATE: 30/08/2022

Last date of submission of Tenders: 22/09/2022

DISCLAIMER

1. This Tender document along with its Annexure and Schedule is not Transferrable.
2. This document is not an agreement or an offer by GERC to Tenderer any third party. The purpose of this document is to provide information to interested parties to facilitate the formulation of their Proposal for qualification and price Tender. This document does not constitute and will not be deemed to constitute, any commitment on the part of GERC. Furthermore, this document confers neither any right nor expectation on any party to participate in the Tender contemplated herein.
3. Neither GERC nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document.
4. Neither GERC nor its employees shall have any liability to any Tenderer or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this document, or any matter deemed to form part of this document, the award of the work, or the information and any other information supplied by or on behalf of GERC or its employees, any consultants or otherwise arising in any way from the selection process.
5. GERC reserves the right to change, modify, add, alter the document or cancel the Tendering process without assigning any reasons thereof, at any stage during the Tendering process before the Tender Submission.
6. The Tenderer shall not make any public announcements with respect to this Tendering process or this document. Any public announcements to be made with respect to this Tendering process or this document shall be made exclusively by GERC. Any breach by the Tenderer of this clause shall be deemed to be noncompliance with the terms and conditions of this document and shall render the proposal of qualification liable for rejection. GERC's decision in this regard shall be final and binding upon the Tenderer.
7. The Tenderer shall bear all costs associated with the preparation and submission of the proposal. GERC shall not, under any circumstances, be responsible or liable for any such costs.

NOTICE INVITING TENDERS

RefNo.: GERC/ADMN-26/22-24/HKFM2022

Date:30/08/2022

Sr. No.	Particulars	Information
a.	Name of the Work	: Tender for housekeeping and facility management services at GERC
b.	Cost of Tender document	: INR 1000/- (Rs. One Thousand only)
c.	Source of Tender Documents	: The Tender document can be downloaded from GERC websites at www.gercin.org respectively for study only.
d.	Earnest Money Deposit (EMD)	: INR 25,000 (INR Twenty-Five Thousand Only)
e.	Tender Purchase Date	: From Date: 01/09/2022 to Date 09/09/2022 till 5.00 Hours
f.	Schedule for request for clarifications	: Tenderer may request clarifications till 12/09/2022
g.	Last date of Tender Submission and time	: 22/09/2022 till 05.00 Hours
	Manner of Proposal submission	: Two-part Tender submission. Tenderer must submit proposal in the manner prescribed in this Tender Document. Price Offer shall be submitted to GERC by Speed Post only.
h.	Validity of Proposal submitted	: At least 90 (Ninety) days from the last date of submission of Tender.
i.	Performance Bank Guarantee	: 5 % of Contract value in INR
j.	Contact Person and Address for Communication	: Director (Admin & Accounts) 6 th Floor, GIFT One, Road 5-C, Zone-5, GIFT City, Gandhinagar 382355, Gujarat, India, Phone: +91-79-23602000, Fax: +91-79-23602054/55 Email: gerc@gercin.org Website : www.gercin.org

Further details can be seen on website www.gercin.org

Sd/-

Roopwant Singh, IAS
Secretary, GERC

Sign & Stamp of Contractor

Thursday, September 1, 2022

1. OBJECTIVE AND SCOPE OF WORK OF GERC

The Gujarat Electricity Regulatory Commission was constituted on 12th November, 1998 under provisions of Electricity Regulatory Commissions Act, 1998. The Commission has come under the purview of the Electricity Act, 2003, as the Electricity Regulatory Commissions Act, 1998 has since been repealed. GERC has the mandate to regulate the Electricity Sector in the state of Gujarat in a transparent, effective and efficient manner so as to safeguard the interests of consumers.

1.1. Objective: GERC wishes to appoint Contractor for Annual Maintenance Contract for housekeeping and facility management services at Gujarat Electricity Regulatory Commission 6th Floor, GIFT One, Road 5-C, Zone-5, GIFT City, Gandhinagar 382355, Gujarat, India.

1.2. Scope of Work: The scope of work for this Tender shall include but not limited to Housekeeping and Facility Management Services of the office building located at Gujarat Electricity Regulatory Commission 6th Floor, GIFT One, Road 5-C, Zone-5, GIFT City, Gandhinagar 382355, Gujarat, India for the period of two years.

A. Jobs to be carried out by the AMC Contractor

i. **Office Unit:**

Cleaning activity shall start at 9 AM and complete by 10 AM daily or as required by GERC representative in charge.

- a) Cleaning of office working areas and pantries, removing dust and mopping of 6th floor, Glass doors, furniture, fixtures, telephones, cupboards, filing cabinets, computers and other office equipment, dusting of false ceiling, removing stains etc., with dry/wet duster and or with suitable cleaning agent.
- b) Room fresheners in all office area to be used daily in the morning and should be of ISI Mark or standard make.
- c) Cleaning of 6th floor Conference Room carpets, Court Room and Committee Room with fabrics as applicable without damaging the material every 7 days or as instructed by the GERC representative.
- d) The Contractor shall deploy for pantry services (10 am to 6.15 pm) for attending to tea/coffee and other snacks as and when requirement in meeting indicative; timings to be decided by GERC.

ii. **Washroom Unit total 8 Nos.**

- a) Cleaning of Washroom Unit thrice daily at 9 am, 3 pm Noon and 6 pm and maintain the toilet floors dry during office hours.
- b) Cleaning of windows, washbasins, urinals and water closets (WC) are to be with suitable cleaning agent. Flushing systems of all toilets are to be check at regular interval daily and should be maintained in working condition daily. Air purifiers, Naphthalene, Sunny Colour balls, liquid hand soap and paper rolls are to be provided by the Contractor regularly to ensure continuous availability of these materials in requisite containers/ places.
- c) Fortnightly acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls of Washroom Unit.

iii. General

- a) The Contractor shall maintain daily registers for all the activities envisaged in Scope of Work of this Tender and get them signed by the GERC representative at the respective shifts.
- b) Clearing of any choking/clogging in the pipes, drainage, manholes or sanitary disposal systems to be carried out by the Contractor as and when required and/ or instructed by GERC representative.
- c) The Contractor shall be responsible for pest control in the office and washroom units and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of mosquitoes, cockroaches, ants, rats, silver fish, crawling insects at library and carpeted rooms, etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
- d) Removal of beehives and cobwebs/honey webs from the office building and its premises as and when required.
- e) The Contractor shall make arrangements for power extension board, vacuum cleaners and other such electrical equipment as required by it to perform the housekeeping operations.
- f) All materials/ consumables to be used in the process shall be arranged by the Contractor and has to be of ISI mark or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with GERC representative in charge.
- g) The Contractor shall assess the quantity of consumables to be used and supply them in advance and store them at the GERC or as directed by GERC representative on fortnightly basis. The stores are to be replenished at least 5 days in advance.
- h) The Contractor shall ensure appropriate garbage disposal with proper segregation of bio-degradable and non-biodegradable and/or as required at the sites by the GERC representative
- i) The Contractor shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance and other applicable in future. GST and any other laws/Taxes etc., governing the matter.
- j) The Contractor shall employ adult and skilled manpower only and shall ensure their appropriate code of conduct or behavior. Any slippage in the code of conduct or behavior of the deployed manpower shall be dealt very seriously with monetary sanctions on the Contractor and/or other punishments even leading to termination of Contract as found suitable by GERC

2. ELIGIBILITY CRITERIA

The Tenderer should meet the following Eligibility Criteria in order to be considered for further evaluation processes:

Sr. No.	Basic requirement	Specific requirement	Documents required
1.	Legal entity	The Tenderer should be a Company registered in India under Indian Companies Act 1956 or 2013 or a Limited Liability Partnership under the Limited Liability Partnership Act of India, 2008 or a Sole Proprietorship Firm registered under applicable authority in India. The Tenderer must have a GSTIN and operating for the last five years in the similar housekeeping services in India as of 31st March 2022.	• Certificates of incorporation • Memorandum of Association & Articles of Association • Firm Registration Certificate Trade License GSTIN
2.	Technical capability	In the last five financial years ending on 31 st March 2022, the Tenderer should have performed at least 5 housekeeping service orders and provided services of 10 or more manpower for these orders.	Copies of Service Orders/ Work Orders clearly indicating details of Scope of work and duration along with copies of client certificate(s) stating completion of the project(s)
3.	Financial Capability	The Tenderer should have positive Net Worth as of 31 st March 2022 as per Company's Act definition and should have turnover of Rs.2 Crore in FY 2021-22.	• Extracts from the audited Balance sheet and Profit & Loss Account; OR • Certificate from the statutory auditor
4.	Black listing	A self-certified letter by the authorized signatory of the Tenderer that the Tenderer has not been blacklisted as on the Tender submission date by any Central / State Government (Central/State Government and Public Sector) must be submitted on original letter head of the Tenderer with signature and stamp.	• A Self Certified undertaking on Rs. 300 Stamp Paper as per format in annexures by an Authorized Signatory

3. INSTRUCTIONS TO TENDERERS

3.1 General Terms and Conditions

1. The interested Tenderer can submit their queries through speed post or email to gerc@gercin.org in writing on or before 12/09/2022 by 05:00 Hours. Queries received after the set time limit shall not be considered.
2. For any other clarifications related to Tender submission, Tenderer may contact GERC office or through e-mail before the last date of submission of the Tender document during working

hours. The Tenderer must write Subject as “Housekeeping and Facility Management services for Office of GERC” in all its communication to GERC.

3. Any clarifications/corrigendum/addendum shall be uploaded on GERC websites. Tenderer are also advised to regularly check the above-mentioned websites regarding posting of Amendments, if any.
4. The Clarification (s)/ Corrigendum (s)/Amendment(s) issued by GERC will be binding on the Tenderer and it will be assumed that the information contained therein will have been taken into account by the Tenderer in its Tender.
5. Any Clarification (s)/Corrigendum (s)/Amendment(s) issued by GERC subsequent to the date of issuance of the tender document will also be considered an integral part of the tender Document.
6. No verbal clarifications and information provided by GERC or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on GERC unless subsequently confirmed through the issuance of Clarification (s)/ Corrigendum (s)/Amendment(s).
7. The Tenderer are advised to familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the proposed assignment and on the local conditions, Tenderer are encouraged to pay a visit to the sites before submitting a Proposal. GERC shall have right but not obligation to accompany the Tenderer for such Site visits by the Tenderers.
8. GERC reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.
9. The costs of preparing the proposal and of negotiating the contract, including visits to the GERC and site locations are not reimbursable by GERC. The Tenderer shall be deemed to have full knowledge of the role and responsibilities of the work.
10. The proposal and all the associated correspondence shall be written in English and shall conform to the prescribed format.
11. The proposal shall be signed by the Tenderer or duly authorized persons to bind the Tenderer to the contract.
12. A Tenderer that is under a declaration of ineligibility by Government of Gujarat or any other Government authority in India at the date of submission of the Proposal or during evaluation of Proposals shall be disqualified.
13. Any conditional Tender, Technical or Financial, may be rejected outright and no claim whatsoever in respect thereof shall be entertained. The management of GERC reserves the right to reject / cancel any or all Tenders without assigning reasons.
14. GERC reserves its right to waive non-substantial deviations without being bound to do so.
15. **Proposal Validity:** - Validity date is 90 days from last date of submission. A proposal valid for a shorter period may be considered nonresponsive and liable to rejection.

Cost of Tender Document: -

- A. The cost of Tender Document of amount Rs. 1000/- in favor of “Gujarat Electricity Regulatory

Commission” payable at Gandhinagar shall be in the form of Account Payee Demand Draft/Bankers Cheque from any scheduled commercial bank or nationalized bank or online payment by RTGS/NEFT, bank details are as under: -

Name of Account Holder	Gujarat Electricity Regulatory Commission,
Bank Name	Canara Bank
Account No	Branch Gift City, GIFT ONE, Gandhinagar
IFSC Code	70102150000041
	CNRB0017083
	Branch Code 17083 MICR Code 380015075

A proposal without the cost of Tender document shall be rejected, as non-responsive.

B. **Tender Security (EMD):** - The Tender Security of amount Rs 25,000/- (INR Twenty-Five Thousand only) in favor of “Gujarat Electricity Regulatory Commission” payable at Gandhinagar and shall be in the form of Demand Draft in the format provided in Annexures from any of the scheduled commercial bank or nationalized bank having its branch in Gujarat. GERC shall reject any Tender not accompanied by appropriate tender security, as non-responsive. Tender securities of the unsuccessful tenderer shall be returned to them at the earliest. EMD shall not carry any interest.

- The selection would be on the **Quality Cum Cost Based Selection** (QCBS) based on the final weighted score, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected agency.
- The Housekeeping and Facility Management Service provider Agency should be able to provide a Qualified servicing and skill/creative team, for the said work. The agency team would work closely with the GERC and should be available always at the call of the Management.
- All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.
- The Original Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
- The proposal shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/board resolution or in any other form demonstrating that the representative has been duly authorized to sign.
- The Agencies shall bear all costs associated with the preparation and submission of their proposals. GERC is not bound to accept any or all proposals, and reserves the right to annul the selection process at any time prior to award of contract, without any liability to GERC.
- Physical papers are to reach our office as per the date and time mentioned in this document. It is the responsibility of the participating agency to submit the Tender before the last date and time at the address as mentioned in the document above and GERC will not be responsible for any delay due to post/courier/any other reasons.
- At any time before the submission of Proposals, GERC may amend this document by issuing an addendum, which shall be binding on the agencies.

Proposal Evaluation

The respective weightage for the Composite Technical Score and the Composite Financial Score is set out in the table below:

Sr. No.	Description of Parameters for composite evaluation score
1	(A) Composite Technical Score - 70 marks
2	(B) Composite Financial Score- 30 marks

- The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score. The assignment shall be awarded to the Tenderer scoring the highest final weighted score as decided by selection committee.
- The Evaluation Committee appointed will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below. The maximum points/marks to be given under each of the evaluation criteria are:

Sr No.	Evaluation Criteria	Max Marks
1	Relevant Experience (Past & Present), Track Record & Sector Knowledge	25
2	Approach and Methodology	15
3	Technicalities & Strength	15
4	Advance Technology, Operational Aspects & others parameters	15
	Total Maximum technical marks	70

Agency has to score at-least of 49 marks (from 70 marks) from technical presentation to qualify for opening of financial Tender. Financial proposal of only those Agencies shall be opened who will be declared qualified in technical presentation.

3.2 Manner of Preparation of Tender Proposal: -

- Tenderer's Proposal (the Proposal) will consist of following components
 - Copy of tender document
 - Tender Security (EMD)
 - Technical Proposal including details of claim of qualifying criteria laid down in Notice inviting Proposal and tender to be submitted in hard copy, and
 - Financial Proposal (Separate Submission)
- The Technical Proposal shall not include any information related to financial proposal. Technical Proposals containing information related to financial proposal shall be declared nonresponsive.
- The Technical proposal shall contain:**
 - A brief description of the Tenderer's organization and an outline of recent experience of

the Tenderer, on works of similar nature. The information on each assignment should indicate scope of work, duration, firm's involvement, name of client, detailed services and manpower deployment etc. The details of assignments on hand shall also be furnished.

- b. Clause by clause Compliance statement for Tender document including annexures to be submitted.
 - c. All deviations and / or non-compliance clauses shall be listed separately & submitted.
 - d. Letter of Authority for signing the Tender.
 - e. All Annexure/Table, duly filled-in with necessary proofs, as required and stated in the Tender document.
 - f. All Eligibility forms, authorized certificates & supporting document related to Technical Stage.
 - g. A concise, complete, and logical description of approach and methodology as proposed by the Tenderer in compliance to the Terms and conditions of Tender and Scope of Work.
 - h. Any comments or suggestions on the Scope of Work and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.
4. Financial proposal must be submitted by the Tenderer in the prescribed format provided in the Annexure.
- a. All information provided in Tenderers' Financial Proposal will be treated as confidential.
 - b. The Financial Proposal is to be submitted in the requisite annexure enclosed.
 - c. The rates to be quoted shall be in the format given in Annexures and it shall include all costs/expenses and statutory taxes (if any) excluding GST. GERC shall pay GST additionally as may be applicable. All the costs shall be in INR.
 - d. The price quoted above are inclusive of cost of visiting GERC office at Gandhinagar for meetings and presentations.

3.3 Submission, Receipt and Opening of Proposals

1. The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." The EMD and Tender Fee shall be placed in separate sealed envelopes clearly indicating "EMD" and "TENDER FEE" respectively on the envelopes. The envelopes containing the Technical Proposal, EMD and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the Name of the tender, tender reference number, submission address and be clearly marked "DO NOT OPEN, BEFORE" [insert the time and date of the submission deadline indicated in the Tender Document]". GERC shall not be responsible for misplacement, losing, or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted online within due date, this will constitute grounds for declaring the Proposal non-responsive.
2. At no circumstances, the technical proposal shall have any mention of the Tenderer quoted price. The proposal would be summarily rejected for any such incidence.

3.4 A. Evaluation of Technical Proposals

1. The members of the Tender Committee of GERC will carry out the evaluation of proposals on the basis of their responsiveness to the TENDER.
2. Tenderer who meets the eligibility criteria shall be declared as Eligible Tenderer and shall be considered for Financial Proposal opening stage.
3. During Technical Proposal evaluation, the GERC may, at its discretion, ask the Tenderer for a clarification on any information provided in the Tender. The tenderer shall provide the requisite clarifications within the prescribed timelines asked in the clarifications. In case Tenderer does not respond within time provided by GERC, its proposal shall be liable to disqualification or be evaluated based on information available with GERC, as found suitable by the Tender Committee.

B. Steps for Financial Tender Evaluation:

The quote for service charge must include the applicable TDS.

3.5 Opening of Financial Proposals

- a. The Eligible tenderer shall be communicated through email regarding the date and time of opening of Financial Proposals.
- b. The tenderer who has submitted the lowest financial quote in %age among the eligible tenderer shall be get 30 marks. Other eligible tenderers will get marks out of 30 in pro-rata basis.

Composite Evaluation: -

- a. The tenderer who gets higher marks i.e., technical score from 70 marks + financial score from 30 marks among the eligible tenderers shall be declared as the successful tenderer.
- c. The Tenderer who gets highest score among the Eligible tenderer shall be declared as the Successful Tenderer.
- d. GERC shall reserve the right to negotiate with the Tenderer(s) whose Tender has been ranked first by the evaluation committee on the basis of best value to the work. If GERC is unable to finalize a service agreement with the Tenderer ranked first, GERC may proceed to the next ranked Tenderer, and so on until a contract is awarded. However, the GERC reserves the right to further negotiate the prices quoted by the L1 Tenderer and distribution of the total work while awarding the contract.

3.6 Issuance of Work Order: -

- a. GERC shall determine the Successful Tenderer through the tender process outlined in Section hereof. GERC shall issue Work Order to the Successful Tenderer confirming that it has been accepted by GERC. Before issuance of the Work Order, GERC reserves the right to conduct due diligence on the Tenderer including seeking clarification pertaining to any of the proposal elements.
- b. The Successful tenderer shall be issued Work Order by GERC for executing the scope given in the Work Order. Written acceptance and acknowledgment of the Work Order shall be provided by the Tendering Entity (Authorized Representative submit under Common Seal) within 07 (seven) days of issuance of such Work Order.

4. GENERAL TERMS AND CONDITIONS

The Contractor shall start work within 7 days of acceptance of Work Order, subject to Commissioning and acceptance of the by or as directed by GERC.

4.1 Duration of Contract

The duration of the Contract shall be two years from the date of Commencement of Work, which can be extended further on mutual agreement between the Contractor and GERC.

4.2 Performance Bank Guarantee

The Successful Tenderer will be required to furnish Performance Bank Guarantee (PBG) in favor of Gujarat Electricity Regulatory Commission payable at Gandhinagar for an amount equivalent to Five (5%) per cent of the contract value towards Performance for the satisfactory performance of the contract, within 15 (fifteen) days of the written acceptance of the Work Order or Commencement of Work whichever is earlier. The PBG should be valid for the entire period of the Contract. GERC will have the right to invoke the PBG without assigning any reasons if performance of the successful Tenderer is not found satisfactory by GERC.

4.3 Payment Terms

For housekeeping and Facility Management services of GERC Office, the Contractor shall raise valid monthly invoices along with the supporting documents for each completed month of services, duly accepted by GERC representative.

4.4 Modifications

GERC shall have the right to make changes/modifications with regards to services mentioned in the TENDER. The Contractor shall comply with such a written request or make alternative suggestion. Any such changes or modifications shall be at the cost, if any, of GERC. As soon as possible after receipt of the written request for changes, the Contractor shall furnish in writing to GERC, an estimate of cost for the changes & modifications. On receipt of GERC's written authorization, the Contractor shall promptly proceed with the changes/ modifications.

4.5 Confidentiality

The contractor shall take all necessary steps to keep the information and work related to working at GERC as confidential and should not disclose any details to third party.

4.6 Limitation of Liability

The Contractor's liability under the TENDER will be limited to the total Contract Value it will receive from GERC under this mandate.

4.7 Liquidated Damages

In case of delay in commencement of work or non-conformance to activities and conditions mentioned in Scope of work in Work Order, GERC shall charge Liquidated Damages at the rate of 0.5% (zero-point five percent) of Contract Value proportionate to the respective month per week of delay, capped individually at 5% of the Contract Value for the respective month. However, if the subsequent activities are completed or services are performed to make good of the delay/ non-conformance to the satisfaction of GERC, then the Liquidated Damages so claimed and collected by GERC, if any, from the Contractor will be refunded to the Contractor. In case of delay causing the applicable liquidated damages to reach the abovementioned cap

of 5% of the proportionate Contract Value individually, GERC shall have the right to take action against the Contractor and/or terminate the services with the Contractor, and /or to forfeit the PBG and get the remainder of work completed by any other party at the cost of the Contractor.

4.8 Delays due to Force Majeure

If at any time during the continuance of the Contract, the performance in whole or part by either party of any obligation under the contract shall be prevented or delayed by reasons of war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as events) then provided notice of the happenings of any such events if given by either party or the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the contract nor shall either.

Party has any claim for damage against whether in respect of such non-performance or delay in performance. Services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of GERC as to whether the services have to be so resumed or not shall be final and conclusive provided further if the performance in whole or part or any obligation under the contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the contract.

Termination of Contract

The Contract can be terminated by written notice of 30 days from GERC in case of non-conformity to Scope of Work or terms and conditions mentioned in the TENDER. However, during the currency of contract, all parties will discharge their due obligations.

4.9 Forfeiture of EMD

The EMD is liable to be forfeited if:

- a. The Tenderer modifies or withdraws his offer after due date and time for submission of Tenders.
- b. The Tenderer increases the prices unilaterally after the opening of Tender and during the validity period of the Tender.
- c. The successful Tenderer does not commence the work as specified in Work Order.
- d. The successful Tenderer does not submit the duplicate copy of Work Order issued within 7 days from the date of issue as a token of acceptance, unless any other period has been agreed in writing.

4.10 Settlement of Disputes

- i. **Amicable Settlement:** - The Parties must use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.
- ii. **Dispute Settlement:** - In case the dispute is not resolved amicably, the matter will be settled by the arbitrator under the Arbitration and Conciliation Act, 1996 and its decision would be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or re-enactments thereof, will apply to the arbitration proceedings. The venue of the arbitration will be Gandhinagar, Gujarat. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Contractor must continue to perform all its obligations under agreement without prejudice of final adjustment in accordance with such award.

Legal Jurisdiction: - Any legal dispute arising out of the Work Contract will be settled at the Court of Law located at Gandhinagar, Gujarat.

Governing Law: - This Contract will be governed by and construed in accordance with the laws of India. Neither GERC nor the Contractor will have the right to transfer or assign their responsibilities resulting from this Contract.

4.11 Indemnification

The Contractor will indemnify and save harmless GERC, Gujarat from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost which are, or may be required with respect to any breach of the Contractor's obligations under the contract, or for which the Contractor has assumed responsibility under the contract, including those imposed under any contract, local or national laws, or in respect of all salaries, wages or other compensation of all members employed by the Contractor in connection with performance of any work covered by the contract. GERC will not be in any way held responsible for any accident or damages incurred or claims arising there from during discharge of the obligations by the Contractor under this Contract. The Contractor shall indemnify GERC against any damage or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the execution and completion of the works and the remedying of any defects by the Contractor.

For information purpose only...

5. ANNEXURES

5.1 Annexure 1: Format for Covering Letter (On letter head of the Tendering Entity)

Proposal Ref. No. and Date:

From:

Tenderer's Name and Address:

Authorized Representative Name:

Designation:

Tel. Nos:

Mobile No.:

Fax No.:

Email Address:

To,
Secretary,
Gujarat Electricity Regulatory Commission (GERC)
6th Floor, GIFT One, Road 5-C, Zone-5, GIFT City,
Gandhinagar 382355, Gujarat, India
Phone: +91-79-23602000, Fax: +91-79-23602054/55
Email: gerc@gercin.org Website : www.gercin.org

Sub: Annual Maintenance Contract for housekeeping and Facility Management
Services at Gujarat Electricity Regulatory Commission (GERC)

Dear Sir,

We, the undersigned Tenderer having read and examined in detail the Proposal requirements for the above stated subject hereby submit our response. Our Techno-Commercial Proposal in response to the Tender Document issued by GERC vide reference No.....dated (Tenderer to specify date of issue of Tender Document by GERC) and its subsequent corrigendum No (s) (Tenderer to insert corrigendum number issued, if any by GERC subsequent to issue of Document) is enclosed.

This Techno-Commercial Proposal is being submitted for the express purpose of qualifying as a Tenderer for the above referred Tender Document. We are herewith enclosing the information with duly signed formats, containing all the information submitted, as desired by you, for your consideration.

We believe that we/our proposed consortium (as applicable) satisfy(s) all the Eligibility Requirements as specified in the tender document and are/is qualified to submit a Tender. Our offer is valid for 90 days from the date of Tender Submission Date.

Yours sincerely,

Name:

Designation:

Signature & Company's Round Seal Dated the ----- day of ----- of 2022

5.2 Annexure 2: Compliance with Eligibility Criteria

(A) Legal Entity details as per Clause 1 of Section 3.

Sr. No.	Particulars	Brief details
a)	Brief Profile of the Tendering Entity/ Consortium	
b)	Name of the Tendering Entity/Consortium members 1. Contact Details: – Name of the Contact Person – Address for communication – Phone/ Fax/ Email – 2. Signature of Authorized Signatory Round Rubber Seal of the Company	
c)	Details of Documents in support of being a legal entity as per Clause 1 of Section 3 submitted in this proposal	Details along with page reference No.

(B) Details of Technical Capability as per Clause 2 of Section 3

Sr. No.	Name of the Client	Details of the Services	Documents provided in support of the work	Page reference number of the documents
a)				
b)				
c)				

(C) Financial Capability as per Clause 3 of Section 3

Sr. No.	Financial Year	Turnover (in INR)	Networth (in INR)	Documents provided in support	Page reference number of the documents
a)					
b)					
c)					

(D). Format for Declaration against blacklisting as per Clause 4 of Section 3

(To be executed on Company/firm's letterhead)

The Tendering entity for this assignment is.....which is a legal entity..... (Specify the details) as per Clause 1 of Section 3 of the Tender.

ΩI.....(Authorized Representative), bearing position In (Name of the Contractor), do hereby declare to the best of our knowledge and information available with us as on.....(date) that we have not come across any written directive by any Government Public Sector Undertaking in India, blacklisting against providing such professional services/works/ supply as mentioned in the tender.

Name
Designation
Seal

5.3 Details of manpower, equipment to be used

The details of manpower categories such as cleaners, caretakers, supervisors and other staff to be deployed at office of GERC to carry out the services are to be mentioned by the Tenderers. Additionally, the list of all the equipment, tools and materials, their details, make and purpose are also to be given by the Tenderer such as brooms, dusters, detergent, drymop, wetmop, room fresheners, amount of Naphthalene, Sunny Colour balls, brush, spray, etc.

Manpower

Sl. No.	Category	Nos. proposed
1	Supervisor	2
2	Housekeeper	9

Equipment and tools

Sl. No.	Name of the material	Unit (Nos./ Kgs etc.)	Specification/ Application	Make
1				
2				

5.4 Financial Proposal:

(Give the following details in separate sheet(s), if needed)

S.No.	Break-up of Cost		Housekeeper (9 Nos.)	Supervisor (2 Nos.)
Manpower Category >>>			Unskilled	Skilled
1	Basic		359.30	367.30
2	VDA		0.00	0.00
3	Wage per day		359.30	367.30
4	Total (A)- Wages per Month	26 days	9341.80	9549.80
5	PF	13.00%	1214.43	1241.47
6	WC Policy	3.25%	0.00	0.00
7	Bonus	8.33%	778.17	795.50
8	Leave Salary	4.80%	0.00	0.00
9	HRA		-	-
10	Uniform Cost	Monthly	227.27	227.27
11	Others (If any)	Monthly	2250.00	8874.10
12	Total (B)		4469.88	11138.35
13	Grand Total (A + B)		13811.68	20688.15

Take Home Salary = Gross Salary - [(Employees PF Contribution i.e., 13% of basic) - Professional Tax] - Bonus [8.33% of (Basic + DA)] - Uniform Cost If applicable or not....

Service Charges of the tenderer on over Total rate. : _____ (in %)

Note:

- The price quoted above includes cost/ expenses incurred by the Contractor incidental to the execution of scope of work under this Tender.
- GST, if applicable and payable by the successful Tenderer, will be reimbursed by GERC at actual subject to submission of documentary proof of having remitted/Adjusted the GST and to the extent directly related to the services rendered by the successful Tenderer under the contract. This will be subject to submission of documentary proof clearly mentioning the name of work and respective RA Bill No.
- We confirm that our Financial Proposal is FINAL in all respects and contain no conditions. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

Name of Authorized Signatory:

Signature & Seal of the agency & Date:

Bank Guarantee format for EMD

(To be executed on the Non-Judicial Stamp Paper of appropriate Value)

(To be prepared in the name of Tendering Entity)

No. ____

B.G.

Date:

Bank

Valid up to

(Any Nationalized/Scheduled Bank)

1. In consideration of Gujarat Electricity Regulatory Commission, Gujarat having its office at Gandhinagar, (hereinafter referred to as the "Authority" or "GERC", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Tender of....., a Corporate Entity registered under the (Name of relevant Law/ Act) registered under the laws of _____(Name of the Country)and having its office at (and acting on behalf of its Consortium) (hereinafter referred to as the "Tenderer" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for "[Name of the Tender]" in Tender No..... (hereinafter referred to as "the Project") dated issued in respect of the Project and other related documents (hereinafter collectively referred to as "Tendering Documents").
2. We____(indicate the name of the bank) having its office at__ (Herein after referred to as the "Bank") at the request of____(Tenderer) do hereby irrevocably, unconditionally and without reservation, guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tendering Documents (including the Tender) by the said Tenderer and undertake to pay GERC an amount not exceeding INR_(INR__Lakhs Only) against any loss or damage caused to or suffered or would be caused or suffered by GERC by reasons of any breach by the said Tenderer of any of the terms or conditions contained in the said Tendering Documents.
3. We (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur and without assigning any reason or reference to the Tenderer or any other person and irrespective of whether the claim of GERC is disputed by the Tenderer or not merely on demand from GERC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the GERC by reasons of breach by the said Tenderer of any of the terms or conditions contained in the Tendering Documents or by reason for the Tenderer's failure to perform the obligations stipulated in the Tendering Documents. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR. _____ (INR _____ Lakh Only).
4. GERC shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and performance of its obligations contained in the Tendering Documents and the decision of GERC that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between GERC and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. We undertake to pay to GERC any amount so demanded immediately/ forthwith notwithstanding any dispute or disputes raised by the Tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.
6. We____(indicate the name of the bank) further agree that the guarantee herein contained shall

remain in force until __, unless a demand or claim under this guarantee is made on us within six months from the date of expiry of guarantee in writing, all your rights under this guarantee shall be forfeited and we shall be discharged from all liabilities under this guarantee thereafter.

7. The Guarantee is absolute, unconditional and irrevocable, irrespective of the value, genuineness, validity, regularity or enforceability of the work contract and shall not be affected by any change in the constitution, insolvency or winding up of GERC, the Tenderer or the Bank or any absorption, merger or amalgamation of GERC, the Tenderer or the Bank with any other person or any change in the ownership of GERC/the Tenderer, or any purported assignment by GERC/the Tenderer/the Bank.
8. In order to give full effect to this Guarantee, GERC shall be entitled to treat the Bank as the principal debtor. GERC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tendering Documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Tendering Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tendering Documents or the securities available to GERC, and the Bank shall not be released from its liability under these presents by any exercise by GERC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of GERC or any indulgence by GERC to the said Tenderer or by any change in the constitution of GERC or its absorption, merger or amalgamation with any other person or by release or variation of any guarantee or security for any of the obligations of the Tenderer or by any failure by GERC to pay or perform any of their obligations, or any waiver of any of such obligations or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability GERC.
9. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
10. All payments under this Guarantee shall be paid free and clear of and without any deduction on account of any present, future taxes, levies, imposts, duties, charges, commissions, deductions or withholdings of any nature whatsoever.
11. The courts in Gandhinagar shall have exclusive jurisdiction to decide any dispute arising under this Guarantee.
12. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
13. It shall not be necessary for GERC to proceed against the said Tenderer before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which GERC may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
14. We undertake to renew the Guarantee promptly and before the expiry of the term of the Guarantee on the same terms and conditions as contained herein.
15. The Bank declares that it has power to issue this Guarantee and discharge the obligations

contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

16. We____(indicate the name of the bank) lastly undertakenot to revoke this guarantee during its currency except with the prior consent of the GERC in writing.
17. This Bank Guarantee is payable at par in _____.Notwithstanding anything contained herein,
18. Our liability under this Bank Guarantee shall not exceed INR____(INR Lakhs Only).
19. This Bank Guarantee, in case of EMD, shall be valid up to a period of _ from_i.e., the Tender Due Date.
20. We shall be liable to pay any amount under this Bank Guarantee or part thereof only if we receive (if you serve upon us) a written claim or demand under this guarantee on or before_____at._____

Signature
Signatories Bank

Authorized

Witnesses: -

1: _____ Signed _____

2: _____ for _____ Bank

5.6 Format for Performance Bank Guarantee (for Successful Tenderer)

(To be executed on the Non-Judicial Stamp Paper of appropriate Value)

WHEREAS on or about the _____ day of _____ M/s _____ (Tenderer's name & address), having its registered office situated at _____ (Postal address) (herein after referred to as 'The Tenderer') entered into a contract bearing reference no. ___ Dtd. _____ titled ___ with Gujarat Electricity Regulatory Commission (GERC), having its office at _____, (hereinafter referred to as "GERC", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) for _____ (details of order) (herein after referred to as 'The Contract').

AND WHEREAS under the terms and conditions of the contract the tenderer is required to keep with GERC a security deposit of Rs. ___ (Rupees _____ only) or submit a Bank Guarantee in lieu of cash deposit for the fulfillment of the terms and conditions of the contract, and whereas the Contractor has chosen to submit a Bank Guarantee.

We ___ Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from GERC stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by GERC by reason of breach of any of the terms and conditions of the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. The payment will be released within three working days from the date of demand for payment.

We undertake to pay to GERC any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal.

The payment made by us under these guarantees shall be valid discharge of our liability for payment thereunder and the tenderer shall have no claim against us for making such payment.

We ___ Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of GERC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till GERC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said tenderer and accordingly discharges this Guarantee. Our Guarantee shall remain in force until ___ and unless a demand or claim under this guarantee is made on us in writing within three months from the expiry of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter.

We ___ Bank, further agree that GERC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by GERC against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contract or for any forbearance, act or omission on the part of GERC or any indulgence by GERC to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer.

We ___ Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of GERC in writing.

Dated the ___ day of __ YEAR

___ Bank

(Signature with name in Block letters with designation,

Attorney as per power of Attorney No. _dt.

Bank's Common Seal

Cleaning Consumables to be used on monthly/ Bi Monthly basis.

Sr. No	Name of the Material	Scale	Specification / Application	Make
1	Soft Broom	No.s	Sweeping Floors	BRW
2	Hard Broom	No.s	Sweeping External & Wet Areas	BRW
3	Glass Duster	No.s	Glass & Other Polish Surface	UNGER
4	Floor Duster	No.s	Floor Spillages & Smirks	BRW
5	Yellow Duster	No.s	Peripherals, Furniture, Fixtures etc.	BRW
6	Chex Duster	No.s	Utensils	BRW
7	Nirma Powder	Kg.	Wet Mops, Dusters, Ezee Washing	NIRMA
8	Wetmop Refill	No.s	Floor	EZEE/ JONSHON
9	Drymop Refill	No.s	Floor	
10	Scotch Brite	No.s	Manual Scrubbing of any Tiled areas	
11	Nepheline Ball	Kg.	Toilets	
12	Odonil (50gms)	No.s	Toilets	
13	Sticks	No.s	Mops	
14	Feather Brush	No.s	Ceilings, Grills, Verticals	
15	Floor Wiper	No.s	Floor	
16	Gun Spray	No.s	Glass, Tables, Verticals	
17	Glass Squeeze Wiper	No.s	Glass	
18	Mug	No.s	Support Equip.	
19	Tall Brush	No.s	Floor Sweeper	
20	Toilet Brush	No.s	WC & WB	
21	Bathroom Cleaner Concentrate – R6	Litre	Toilets	
22	Hygienic Hard Surface Cleaner Concentrate (R-2)	Litre	Floor /Multipurpose	
23	Glass Cleaner (R-7) Concentrate	Litre	Glass & Other Polish Surface	
24	Floor Cleaner	Litre	External & Internal Floors	
25	Hand Wash Shampoo	Litre	Dettol	
26	Utensil Cleaner	Litre	Drain Choke up	
27	Bleach	Litre	Mops cleaning & Wall Spotting	
28	Tissue Paper	Nos		
29	Tissue Roll	Nos		
30	Urinal Screen	Nos	Oxygen By Fdt	
31	Air & Room Freshner (R5)	Nos	Water base Air Freshner Korchem/Schevran	
32	Ro softener chemical	Litre		
33	Plastic Scrubber	Nos		
34	Floor Polish Terranova Glaze	Litre		Tasky/Johnson Divercy
35	Garbage Big & Small	Nos		
36	Dettol – Liquid	Litre		
37	Mop Set	Nos		

38	Z Fold Paper			
39	Hand Gloves	Nos		
40	Plastic Dust Pan	Nos		
41	Micro Fiber Duster	Nos		
42	Pest Control Treatment	Litre		
43	R-4 Furniture Polish	Litre		
44	Fingered Pump	Nos		
45	Black Hit	Nos	625 Grams	Godrej
46	Red Hit	Nos	625 Grams	Godrej
47	Hand Sanitizer	Litre	5 Litre	
48	Cotton Mask	Nos		N-95
49	Carpet Shampoo	Litre	5 Litre	Tasky
50	R-1	Litre	5 Litre	Tasky
51	R-9	Litre	5 Litre	Tasky
52	Air Week Spray	Nos		
53	Cotton Gloze	Nos		
54	Carpet Detergent	Kgs		Tasky
55	Mopping Buquet	Nos	300 Wash Red/Yellow/Green	Sprintus
56	Micro Fiber Dusting Patti	Nos.	275 Grams	Odour Clear Technology
57	Multipurpose Microfiber Ceiling Duster	Nos	(Multicolor)	VRCT
58	Medics Alcohol – Disinfectant Wipes Safe on Skin and Surface	Nos.		

- The contractor must supply all the above-mentioned materials/ Consumables/equipment as and when required and instructed by GERC representative.
- If the above-mentioned items are not required at any particular month GERC may ask the contractor to supply other items within the same price range.
- If the contractor fails to supply above-mentioned material/consumables within the mentioned time a penalty would be imposed/levied as per the M.R.P. of the particular material/consumable

Machinery Details statement

Sr.	Description of Machine	Nos.	Technical Specifications
1	Wet & Dry Vacuum cleaner	1	15 to 30 liter – Sprintus or clean fix
2	Wet & Dry Vacuum cleaner with carpet cs7 by shampooing machine	1	Lava by ipc or puzzi by karcher or Sprintus
3	High-pressure water jet machine	1	160 bar comac or clean fix
4	Auto Scrubber Machine,	1 pcs	battery operated I mop xxl – 350 rpm with Lithium-ion battery
5	Single disc Machine square	1	2850 rpm excentr scrubbing machine by excentr

- Equipment's/tools/ accessories other than machines (From reputed manufacturers/ agencies)
- The Tenderer are required to deploy the necessary machinery / equipment's (by owning/hiring/leasing) for the execution of work as specified. The Tenderer will be considered for award of work; he shall have to produce enough evidence of having above-mentioned machinery by owning or hiring or leasing at the time of technical submission.
- The contractor needs to deploy all the above-mentioned Machinery/equipment's within 7 days of the signing of the contract.
- If the contractor failed to deploy any of the above-mentioned Machinery/equipment will be charged a penalty of minimum INR 2000/per Machinery for the first month and the penalty will be increased by INR 500/- every month till the machinery/equipment is provided.