

Tender Document
For
Vehicles Services
(Period 01/04/2018 TO 31/03/2019)
February, 2018

Through e-tendering process only

Tender Notice No. 01: GAIC/M&P&A/2018/ Services



GUJARAT AGRO INDUSTRIES CORPORATION LTD.

Gujarat State Civil Supply Corporation

Bldg. 2nd Floor, B-wing, Sector -10A,

Ch Road, Gandhinagar-382010

TEL: 079-23240208 ; FAX: 079 - 23240208

E-mail: gaicLtd@gmail.com

Website: www.gujagro.org

DISCLAIMER

The information contained in this Tender Document (hereinafter referred to as "Tender") provided to the bidders, by Gujarat Agro Industries Corporation Ltd. (hereinafter referred to as "GAICL"), or any of their employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the Bidders with information to assist the formulation of their bids. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for GAIC, their employees, consultants or advisors to consider the business / investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. GAIC, their employees, consultants, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document.

GAIC, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.

GAIC may at its sole discretion decide, without giving any reason whatsoever to cancel this tender and Earnest Money Deposited (EMD) in such an event would be refunded to the bidders.

DATE - 23/02/2018

PLACE - GANDHINAGAR

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SECTION - 1

Notice Inviting on-line Tender

Details about Tender: Tender Notice No GAIC/M&P&A/ 2018/ Services.

| | |
|-------------------------------------|--|
| Name of the Corporation | : Gujarat Agro Industries Corporation Limited, Gandhinagar |
| Contact Address | : Additional General Manger (M&P&A), Gujarat Agro Industries Corporation Ltd., Gujarat State Civil Supply Corporation Bldg. 2 nd Floor, B-wing, Sector -10A, Ch Road, Gandhinagar-382010. |
| Division | : M&P&A Division |
| IFB No. / Tender Notice No. | : GAIC/M&P&A/ 2018/ Services |
| Name of Project | : Vehicle Services |
| Name of Work | : Providing services of VEHICLES NOT OLDER THAN 01/01/2016 MODELS SUCH AS BOLERO, SCORPIO, XYLO FOR FIELD DUTIES OF GAICL; GANDHINAGAR. |
| Estimated Cost of Project | Rs. 85 Lacs |
| Period of Completion | : Maximum 11 months from the date of notification of award of contract or by the end of 31-03-2019 |
| Bidding Type | : Open |
| Bid Call (Nos.) | : 1 |
| Tender Currency Type | : Single |
| Tender Currency Settings | : Indian Rupee (INR) |
| Joint Venture / Consortium | : Applicable |
| Rebate | : Applicable |
| Bid Document Fee (Non-Refundable) | : Rs. 5,000/- (Rupees Five Thousand Only) in the form of Demand Draft/Pay order. |
| Bid Document Fee Payable to | : Gujarat Agro Industries Corporation Limited Payable at Ahmedabad. |
| Bid Security / EMD (INR) | : Rs. 3 Lacs/- (Rupees Three Lacs Only) in the form of Demand Draft. |
| Bid Security / EMD in favour of | : Gujarat Agro Industries Corporation Limited Payable at Ahmedabad. |
| Tender Dates | |
| Bid Document Downloading Start Date | : 23/02/2018 11.00 Hrs (IST) website: www.gaic.gujarat.gov.in & |

| | |
|--|---|
| | www.nprocure.com |
| Bid Document Downloading End Date | : 15/03/2018 18.00 Hrs (IST) |
| Pre Bid meeting | : 05/03/2018 12.00 Hrs (IST) |
| Last Date & Time for Receipt (Submission) of Bids | : 16/03/2018 18.00 Hrs (IST) |
| Submission of prequalification and technical bid documents | : Submission of EMD, Tender Fee and Other Documents on or before 16/03/2018 18.00 Hrs in the office of The Additional General Manager (M&P&A). Gujarat Agro Industries Corporation Ltd., C/o Gujarat State Civil Supply Corporation Bldg. 2 nd Floor, B-wing, Sector -10A, Ch Road, Gandhinagar-382010. |
| Date of Prequalification and Technical Bid opening | : 19/03/2018 12.00 Hrs (IST) |
| Date of Financial bid Opening | : 20/03/2018 13.00 Hrs (IST) |
| Bid Validity Period | : 90 days after opening of price bid |
| Remarks | : Tenderer shall submit their offer in electronic format on website, after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer received by GAIC will be out rightly rejected. |
| Other Details: | |
| Officer Inviting Bids | : Additional General Manager (M&P&A), Gujarat Agro Industries Corporation Ltd , C/o Gujarat State Civil Supply Corporation Bldg. 2 nd Floor, B-wing, Sector -10A, Ch Road, Gandhi Nagar-382010. |
| Bid Opening Authority | : Managing Director, Gujarat Agro Industries Corporation Ltd., C/o Gujarat State Civil Supply Corporation Bldg. 2 nd Floor, B-wing, Sector -10A, Ch Road, Gandhinagar-382010. |

General Terms and Conditions:

1. Bidders can download the tender document free of cost from the website. However at the time of submission of the documents tender fee of Rs. 5,000- MUST be submitted.
2. Bidders have to submit Price bid in Electronic form only on nprocure website till the Last Date and Time for submission specified.
3. Offers in physical form will not be accepted in any case.
4. Vender training camp are organized at (n) code solutions – A Division of GNFC Ltd. Bidders are requested to take benefit of the same
5. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act – 2000; using it they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) code solutions – A Division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate related work involved the below mentioned address should be contacted:

(n)Code Solutions
A Division of GNFC
301, GNFC Infotower, Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91-079-26857310 to 18, 40007300, Fax - +91 79 26857321
Email: nprocure@gnvfc.net, Web site: www.nprocure.com

Toll Free: 1800 – 233 – 1010 (Ext. 321)

Other Terms and Conditions as per detailed tender documents.

SECTION - 2

INVITATION OF BIDS:

Gujarat Agro Industries Corporation Limited, hereafter referred as GAICL has decided to invite sealed tenders from reputed contractors to provide services of Vehicles Not Older Than 01/01/2016 Models such As Bolero, Scorpio, Xylo For Field Duties Of GAICL, Gandhinagar for the period of 2018 - 19 up to 31/03/2019.

The additional requirement for a short period to meet the 'Peak Operational requirement, if any on day to day basis is also to be met with, at the pro rata basis at the same rates as quoted for regular work.

The qualified bidders may obtain further information from and inspect the bidding documents at the office of the Additional General Manager (M&P&A), Gujarat Agro Industries Corporation Ltd., C/o Gujarat State Civil Supply Corporation Bldg. 2nd Floor, B-wing, Sector -10A, Ch Road, Gandhinagar-382010 during office hours only.

A complete set of bidding documents may be downloaded from the web site.

Detailed terms and conditions as well as the technical specifications for all items as indicated in the invitation to financial bid are contained in the bidding documents. The bidder MUST QUOTE for all parts of tender.

GAICL shall not take the responsibility for any delay in receipt of the bidding document if it is sent by post.

The bids will be opened in the presence of those bidders or their authorized representative who choose to attend at the office of GAICL, Gandhinagar on the specified date and time.

GAICL at its sole discretion and without assigning any reasons thereof, reserve the right to accept and/or reject any or all bids. GAICL also does not bind to accept the lowest bid.

After the award of contract as per procedure envisaged in the tender, no consideration will be entertained for any addition of cost for any minor deviation.

Note:

Please address all queries and correspondence to:

**The Additional General Manager (M&P&A),
Gujarat Agro Industries Corporation Ltd,
C/o Gujarat State Civil Supply Corporation Bldg.
2nd Floor, B-wing, Sector -10A,
Ch Road, Gandhinagar-382010.**

If the Office of the GAIC happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office up to the same time and at the same venue.

There will be no change to the Deadlines (Tender dates) under any circumstances unless otherwise stated by GAIC Limited, Gandhinagar.

Reputed contractor providing services of Vehicles Not Older Than 01/01/2016 Models Such As Bolero, Scorpio, Xylo For Field Duties Of GAICL, Gandhinagar For The Financial Year 2018-2019 Up To 31/03/2019.

Please quote Ref. Number in all your correspondence.

SECTION - 3

INSTRUCTIONS TO BIDDERS / TENDERERS:

The period of completion shall be for a **maximum period of 11 months or 31-03-2019** as specified from the date of notification of award of the contract.

The bidder shall bear all costs associated with the preparation and submission of his bid and GAIC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The bidder shall furnish the appropriate price schedule along with all the applicable taxes, duties, Octroi, insurance, transport etc. The price schedule must be inclusive of all expenses so as to arrive at the total landed cost.

The determination of award of contract will take into account the bidder's financial, technical experiences. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as GAIC deems necessary and appropriate including details of experience and records of past performance.

Bids are invited in accordance with local competitive bidding procedures.

Bids containing deviations from bidding documents terms and other requirements may be rejected.

Bids not accompanied by bid security (Earnest Money Deposit) shall be summarily rejected.

Non-compliance with even a minor technical requirement should be specifically stated by the bidders.

Bidders should furnish their complete address for the purpose of further correspondence pertaining to bidding document.

Corrections in the bid should be noted over and initialed at the place of corrections.

All the bids, along with enclosures should be in English only.

Negligence of the bidder in preparing bid confers no right to withdraw the bid after it was opened.

All the bidders should submit qualifications application in the given formats with required documentation.

Bids should be kept valid for acceptance for a period of 90 days from the day bids are opened.

The bidding document shall be governed and interpreted according to the laws of the Union of India.

All bidders are urged to submit promptly written requests on matters where clarifications or additional information are desired, not later than the date of pre-bid meeting, if necessary.

All the bidders should quote for the items as per the specifications and details given in this bidding document only. Gujarat Agro Industries Corporation Ltd. reserves its right to accept or reject such alternative offers, without assigning any reasons thereof to the bidders.

The bidder has to complete the entire work within the stipulated time.

The bidder can be a individual business entity or a consortium of firms not exceeding two such business entities.

In case of consortium, there should be a lead member who will have overall responsibility and GAIC will deal with only the lead member for financial, administrative, contractual matters etc. The arrangement amongst consortium members shall be enclosed with the bid document clearly indicating share of each of consortium members in terms of role and responsibilities including financial share in the scope of work of each consortium member. However, such bills should be certified by the lead member. The lead member is solely responsible for the whole guarantee and warrantee of the project and lead member shall have to submit an undertaking on judicial stamp paper, duly notarized that he will be solely responsible for the whole project.

The bidder is required to provide vehicles to various offices, project offices, site offices, Depots etcetera of GAIC and is advised to visit all these offices and acquaint himself/herself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the bidder has undertaken a visit to GAIC and is fully aware about the functional/deployment part of it.

SECTION - 4

GENERAL TERMS AND CONDITIONS

Gujarat Agro Industries Corporation Limited, hereafter referred as GAICL has decided to invite sealed tenders from reputed contractors to provide services of Vehicles Not Older Than 01/01/2016 Models Such As Bolero, Scorpio, Xylo For Field Duties Of GAICL, Gandhinagar.

RESPONSIBILITY OF THE AGENCY:

- The Agency shall be solely responsible to comply with all the provision of Motor Vehicle Act and all other laws, rules, guidelines, etc. as applicable from time to time in respect of plying of providing hired vehicles services.
- The vehicle provided by the service provider should have valid registration certificate, full comprehensive insurance to cover third party and the occupants, vehicle fitness certificate, P.U.C., Road tax, permit and other relevant permits/ licenses essentially required by R.T.O. and other statutory bodies for operations of the cars/taxies and must be revalidated before the expiry of the due date during the tenure of the contract period.
- It will be responsibility of The Agency to provide well-dressed driver with valid licence and police verification along with corporate grooming standards and mobile phone in working condition. The driver must carry valid driving licence while on duty.
- The Agency shall pay all the taxes including toll taxes, parking charges etcetera as may be levied by any local or government bodies. If the said expenditure is in substantial amount on this account, that may be reimbursed on submission of original cash memos along with monthly/ other bills if found justifiable by GAIC authority.
- During the contract period, if the vehicles is seized / detained by Police / Motor Vehicle Authority or any authorities for any reason whatsoever, it will be at the contractor`s risk and responsibility. In such eventuality, contractor will immediately provide other vehicle of similar type.

- Agency has to make his own arrangements to procure fuel, lubricants, spare parts, repairs etcetera during the contract period. On account of this or any other reason, if the vehicle is sent to garage/petrol pump, Agency shall not claim for the vehicle running expense during the said trip and all the cost to be borne by agency only.
- It is expected from the Agency that all the drivers of vehicle deployed at GAIC have sufficient money so in case of any expenses during travels on duty, drivers should never ask money from GAIC official/representatives.
- The Agency shall be personally responsible for any theft, dishonesty or dissidence by the drivers. In such cases, GAIC shall have the authority to recover the cost of theft materials or valuables from the monthly bill of agency at its own discretion.
- Log book will be maintained for each vehicle on daily basis by drivers and it is the responsibility of the drivers/agency to get the daily signature of user promptly.
- The drivers shall not be treated as employees of GAIC under any circumstances. Drivers must be employees of the agency and the agency shall ensure that all statutory obligations, if any, with respect to their employees are successfully complied at its cost without fail.
- All the claims arising out of accidents including damages to the vehicle and injuries including death of the people travelling in the vehicle (including driver of the vehicle provided by The Agency) and any other third party all to be owned and settled by the Agency. GAIC will not be liable or responsible in any of such claims.
- GAIC is neither responsible nor liable to pay any compensation for injury/death caused to Agency's operating staff in the event of any accident on duty. The Agency shall make his own arrangements to meet such eventualities as per existing Government norms.
- For all outside destination, arrangement of accommodation of driver, food, parking of vehicles will be arranged by The Agency.

- In case of exigencies/emergencies, if GAIC requires vehicles/taxies, Agencies shall be abiding to provide the same on short notice even at late night or on public holidays.

TENDER FORM:

- Tender form must be completed with the specifications including signed copy of this form, technical bids as per technical specifications and price bids along with Earnest Money Deposit (EMD) of Rs. 3,00,000/- (Rupees Three Lacs Only) in the form of Demand Draft, as prescribed in tender notice. The EMD must be in the form of Demand Draft drawn in favour of Gujarat Agro Industries Corporation Ltd., payable at Ahmedabad on any nationalized or scheduled bank.
- The tenderer should have at least Three years experience certificate of satisfactory performance in similar services preferably with Government /Public Sector or reputed Private Ltd. Companies / Firms.
- The tenderer should own or have on company lease sufficient number of vehicles registered as taxis with permit from RTOs in the name of proprietor/company/partners/firm/director, and not older than 01/01/2016 . The full details of the vehicles and with a clear declaration, that the firm will be able to supply vehicles of model not older than 01/01/2016 shall be provided.

MODE OF SUBMITTING TENDER:

Bidders have to submit technical bid in physical mode as well as bid in Electronic Format mode only (E-tender).

(a) Tender fee and EMD amount and other relevant documents to be submitted physically as per the date and time indicated in the tender form. However, details must be filled in e-tendering.

(b) bid and other tender details must be submitted through on-line tender system only.

(c) Supporting document of any other firm / company shall not be permitted. Non submission of the documents may attract disqualification from the Tender.

The average turnover of the tenderer for last two year i.e. 2015-16 and 2016-17 should be **Rs 50.00 Lakh**. Please attach CA audited balance sheet for last 2

years i.e. 2015-16 and 2016-17. Please attach audited balance sheet and turnover certificate duly certified by C.A. For turnover in the format given in Annexure 7: B.

VALIDITY OF TENDER:

The tender must be valid for 90 days from the date of opening of price bid. The accepted rate / offer shall be valid up to 31/03/19 or extended time limit mutually agreed upon by the tenderer and GAICL, Gandhinagar. The tender shall not be entitled during the period without the consent in writing of GAICL, Gandhinagar to revoke or cancel the offer or to vary the terms thereof. In case of the tenderer revoking or canceling the offer or varying any terms in regards thereof during the period, the EMD received with the technical bid shall be forfeited by GAICL, Gandhinagar.

ACCEPTANCE OF TENDER:

GAICL reserves its right to accept/reject any offer/ tender either in whole or in part irrespective of whether it is lowest or not without assigning any reason whatsoever. GAICL also reserves its right to select one or more suppliers and award contract for whole or part of its requirement. GAICL reserves its right to negotiate or seek clarifications before accepting any offer/tender. Where negotiations are carried out, then the purchaser(s) have the right to call only the first three lowest bidders for negotiation.

If the quantity required is more than the quantity offered by L1 Party, then for the remaining required quantity, GAICL can place the orders to other qualified L-2, L3...Parties at L1 Rate and any objection by L1 party will not be considered.

Right to Accept or Reject:

- GAICL shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any tender or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected tenderer(s) for the action of GAICL.
- GAICL, Gandhinagar reserves the right to reject any or part of tender or all without assigning any reason. The documentation submitted by tenderers shall not be returned in case the technical offer is not acceptable unless the tenderer expressly states his request at the time of

submission of their tender that tender documentation be returned. The cost for returning the document shall be borne by the tenderer. GAICL, Gandhinagar also reserves the right at its sole discretion not to award any order under the tender call. This decision does not commit GAICL, Gandhinagar to pay any costs or loss incurred in the preparation and submission of any requisite tender or technical proposal or to procure or contract for any of the items described herein.

- If the tenderer deliberately gives wrong information in his tender, GAICL, Gandhinagar reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the earnest money and invoke performance guarantee.
- Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection.
- Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- Even after award of contract, GAIC reserves the right to decrease/increase the requirement of vehicle without assigning any reason by giving one month notice.

Address:

All completed bid documents and enquiries regarding clarification in connection with this tender as specified in the E Tendering procedure shall be addressed to:

**The Additional General Manager,
M&P&A Division
M/s Gujarat Agro Industries Corporation Ltd
Gujarat State Civil Supply Corporation Bldg.
2nd Floor, B-wing, Sector -10A, Ch Road,
Gandhinagar-382010**

Language:

The tenderer shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of the order / contract being awarded,

the language of all services, manuals, instruction, technical documentation etc. provide for under this contract will be in English.

CONTENTS OF TENDER

The tender will be in three parts:

Part -I - Tender Fee & EMD:

Power of attorney/authorization: with a seal of the company of the person signing the bid documents. In case of consortium the arrangement amongst the consortium members including share of each member of consortium, role of each member of consortium. Further each member of consortium shall furnish all the details about their firm especially those indicated in Part-I of the tender.

Tender fee – Rs.5,000/- in the form of Demand Draft in favour of Gujarat Agro Industries Corporation Ltd., payable at Ahmedabad.

EMD – Rs. 3,00,000/- in the form of Demand Draft in favour of Gujarat Agro Industries Corporation Ltd., payable at Ahmedabad.

Part -II - Technical Bid:

Year wise list of projects executed/being executed giving technical details & cost of each project with certificate from each project client to this effect, during the last three preceding years.

Both the parts I & II above will be submitted in SEPARATED SEALED ENVELOPES with the tender no., name of work and part no. as appropriately indicated on the top of envelope.

Part - III - Financial Bid:

Bidder shall submit the Financial Bid online only and physical form will not be acceptable

ELIGIBILITY CRITERIA:

PROCEDURES FOR OPENING OF TENDER DOCUMENTS

Part-I & Part-II containing and Technical bid documents, tender fee and EMD will be opened on the date & time as specified in Section 1 of the e-tendering procedure and scrutinized. The Bidder shall be qualified on the basis of criteria laid down thereof.

Tenders shall be scrutinized on the basis of the information available. It shall, therefore, be in the tenders interest to give complete & comprehensive technical particulars/description & details as per Specification in this tender document.

After the evaluation of technical bids, financial bids of qualified bidders will be opened.

No correspondence shall be entertained from the tenderers after the opening of financial bids.

The Bidder should be fulfilling the following minimum eligibility criteria and must also submit documentary evidence in support of fulfillments of these criteria while submitting the technical bids.

In case bidder is a company- Certified copy of Certificate of incorporation or in case the Bidder is a society- Certified copy of registration deed or in case of Trust- Certified copy of the Trust Deed Or in case of Firm- Certified copy of the Registration Deed.

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

Submission of Undertaking by the Bidder on the following:

- No existing litigation
- Never blacklisted, terminated by any client in India
- The bidder never filed any law suits or requested arbitration with regard to any Contract within the last five years
- Bankruptcy was never filed by the bidder, its subsidiaries or its parent companies

Claim without documentary evidence will not be considered. Consortium shall be allowed for maximum two agencies for implementation of the project. The eligibility criteria and documentary evidence required are as follows:

| Sr. No. | Eligibility Criteria | Documentary Evidence to be attached |
|----------------|---|---|
| 1.0 | The Bidder should have a minimum average annual turnover of Rs. 50.00 Lac from similar projects during the last three financial years ending March 31 st , 2017. | Audited financial statements duly certified by chartered accountant for the last three financial years ending March, 31 st , 2017. |
| 2.0 | The Bidding Firm should be experience in providing vehicles to Government /Public Sector or reputed Private Ltd. Companies / Firms | Certificate from the project client for award of contract and stage of satisfactory project completion (in terms of value) in original or its notarized copy for each project claimed. TDS should be submitted against above completed works, if works executed in Non-Government organization. |
| 3.0 | The Bidder should have minimum three years experience in similar field, means providing vehicles to Government /Public Sector or reputed Private Ltd. Companies / Firms | Documentary evidence of experience for the last three years ending March, 31 st , 2017. |
| 4.0 | The Bidder should submit a solvency certificate from banker for a minimum value of Rs 1.00 Cr. | Solvency certificate from the Nationalized / Scheduled Bank. |
| 5.0 | The Bidder (Lead member in case of consortium) should submit certified copy of GST Registration, Provident fund (P.F.) | Certified copy of appropriate authority. |
| 6.0 | Bidder must have a Net worth of Rs. 1.00 Crore as on the last date of year for which audited accounts are available. | Audited Financial Statements duly certified by Chartered Accountant for the last financial year ended on 31st March 2017, along with a net worth certificate signed by the Auditor. |

| | | |
|-----|--|---|
| 7.0 | No Black Listed from Any Govt. Agencies/Department. | Self Attested Certificate on Letterhead |
| 8.0 | The bidders must own minimum 25 vehicles registered in the name of agency/proprietor under prevailing motor vehicle act with comprehensive insurance cover of each vehicles. | RC book and insurance copy of each vehicle. |

Managing Director, GAIC reserves the right to verify the claims made by the Bidder and to carry out the capacity assessment of the bidder and his decision shall be final in this regard.

STANDARD CONDITIONS

Standard printed conditions of the tenderer if attached to the offer will not be accepted and only those mentioned in body of the tender will be considered. All entries in the tender shall preferably be typed. All cancellations and insertions shall be duly attested by the tenderer.

Tenderers offers, remarks etc shall be with reference to sections and clause numbers given in the tender schedules.

In the case of Indian companies, the consent of the concerned foreign company (IES) and the relevant experience of the foreign company (IES) should be clearly mentioned. The consent of the foreign associates should also be submitted along with tender documents. Change of the foreign company association will not be allowed at a subsequent stage without prior approval of GAIC, Gandhinagar.

SECTION-III SERVICE PROVIDER'S OBLIGATIONS

- 1) Service to be provided is supply on demand vehicles with licensed drivers, registered as vehicles on hiring basis for running within the jurisdiction of GAICL, Gandhinagar. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality Service.
- 2) Quantity of Vehicles to be hired under is shown in the Scope of Work.
- 3) Duty Hours of vehicles are normally twelve hours per day on all working days except Sundays & occasionally more than 12 hours per day. However actual duty hours / days shall be specified by actual users of vehicle.
- 4) Notice period for supply of vehicles shall be one day in advance for Regular Requirements. One hour in advance for additional requirement during office hours. Telephonic intimation shall be considered as notice.
- 5) Reporting Place for vehicles is within the jurisdiction of GAICL, Gandhinagar which also includes the various centers of GAIC spread over whole Gujarat. Actual place of reporting shall be specified by users of vehicles. Location of centers is as indicated in ANNEXURE-7A.
- 6) The computing of Distance will be from the starting point of the user and closing at the point wherever user completes his / her travel.
- 7) Accuracy of Meters will be checked periodically by any authorized officer of GAICL, Gandhinagar and reserves the right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/fault in the meter being noticed, the bill for the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by Managing Director, which may even lead to termination of Contract.
- 8) Miscellaneous Conditions for Service Provider that should comply with the following:
 - **Telephones-** Telephones, where requisition of vehicles can be conveyed all the 24 hrs. Telephone Numbers must be specified in the tender.
 - **Identity Cards-** Proper Identity Cards after verifying the antecedents of his drivers' thro' Local Govt. offices.
 - **Documents of vehicles-** The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be

submitted to the authorized person of the GAICL, Gandhinagar and will be subject to scrutiny.

- **Uniforms-** provide his employees uniforms as required under the rules that shall be worn by them all the time while on duty.
- **Statutory Requirements-** It is desirable to have the Registration with EPF, ESI Code, Service Tax, PAN etc. However, if the Service Provider does not possess all the above, they should obtain the same within one month if required by law to execute this service.
- **Govt. Tax / Levy / Duty / GST** and all necessary Taxes for plying the vehicles in GUJARAT will be borne by the Service Provider.
- **Parking / Toll Charges**, if any, for plying the vehicles will be borne by the Service Provider which will be subsequently reimbursed.
- Drivers attested copy of driving license should be submitted during the contractual period. Driver should bear all moral character and conduct. Even if any misbehavior or misconduct or any act/omission found on the part of driver by actual users of vehicle and on the basis of oral complaint of actual user of vehicle, driver must be replaced within 24 hours.
- Consumables like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc. will be to the Service Provider's liability.
- Assign driving to only qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials.
- Duty Slips in duplicate copy to be printed and serially numbered by the Service Provider as per prescribed format of GAICL, Gandhinagar (Annexure -6) and should ensure that at the end of duty; the duty slips are completed and get them signed by the users.
- Vehicles Up-keep shall be in good condition along with good and clean Seat covers & curtains. Vehicles so hired may be inspected by a pre-designated committee of GAICL, Gandhinagar officers with reference to good/properly maintained vehicle including cabin, upholstery, seats etc.
- The unused KM of the vehicle can be utilized at the same or the different places with no additional cost.

9) Debarring Conditions

- No vehicle should be supplied having registration in the Name of employee of GAICL, Gandhinagar or their close relative and a Certificate to this effect be given on the body of bill while submitting claim.
- No sub-contracting of the Service allotted is permissible by GAICL, Gandhinagar. However, a consortium of maximum three suppliers may be formed for bidding. Formation of consortium will not be allowed after

bidding. However the member of consortium must own the vehicles and should not have procured the vehicles on contract basis.

- The tampering of meter reading, vehicle usage timings, overwriting of Summary / log sheet and misbehavior of driver while on duty shall be viewed seriously, leading to even cancellation of contract.
- Service Provider shall not engage any person below 18 years of age.

10) GAICL, Gandhinagar will not have obligation:-

- Liability whatsoever for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the Govt. in this regard and the Service Provider shall indemnify GAICL, Gandhinagar against any/all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.
- Direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to GAICL, Gandhinagar have to be suitably compensated by Service Provider.
- Responsible for theft, burglary, fire or any mischievous deeds by his staff.
- Service Provider shall be the employer for his workers and GAICL, Gandhinagar will not be held responsible fully or partially for any dispute that may arise between the service provider and his workers.

11) Penalty for breach of terms & conditions:

1. In case of break down, after it's reporting for duty, the vehicles will have to be replaced by same type immediately or not more than one hour. In case of non-availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs.300/- per break down shall be imposed.
2. The penalty for absence during extra Hour duty will be Rs.100 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.75 per hour of absence.

3. In case of non-availability of vehicles for any particular day penalty of Rs.500/- per day shall be imposed in addition to deduction of hire charges on pro-rata basis for the period.
4. If the vehicle provided by the Service Provider is found to be not in good condition or without proper document; the vehicle may be rejected and sent back. No payment shall be made on account of such rejection. However in case of dispute the decision of Managing Director, GAICL, Gandhinagar would be final.
5. No payment will be made for vehicles supplied by the Service Provider older than 01/01/2016 Model.
6. Service provider has to provide vehicles as per GAICL, Gandhinagar requirement and in case of refusal/inability, a penalty of Rs. 1000/- per day will be levied.

12) AWARD OF CONTRACT

- The acceptance of the tender will be intimated to successful tenderer by GAICL, Gandhinagar either by email / fax or by letter.
- The management will also be at liberty to award the contract either wholly or partially, as may be the case for the timely and efficient completion of the project.
- The successful tenderer/s will have to enter a separate agreement as part of award of contract.

13) CORRESPONDENCE

All correspondence with GAIC, Gandhinagar would be directly by the tenderer or his authorized representative only. Correspondence through agents or unauthorized representative will not be allowed.

14) STANDARDS

In addition to any other information/description, the tenderers may wish to provide the features/performance figures specified /indicated with supporting documents/calculations. All figures indicated by the tenderers must be fully qualified and subject to co-ordinate performance.

15) TIME OF COMPLETION

Please confirm that you would be able to provide the services as per the contract.

16) DELAY AND NON PERFORMANCE

- In case of implementation schedule not being adhered to, GAIC, Gandhinagar has the right to cancel the order wholly or in part without any liability to pay cancellation charges and engage the services elsewhere in which case the successful tenderer shall make good the difference between the cost of engaging the new services elsewhere and price set forth in the order with the successful tenderer.
- The successful tenderer shall be solely responsible for supplying the vehicles in time.

17) TERMS OF PAYMENT

- The terms of payment shall be as per the details given below. The payment shall be released after verification & certification by GAICL's officers / representative.
- The payment shall be made within 30 days of time from the date of receipt of bill in the O/o the GAICL, GANDHINAGAR.
- Monthly bills of the vehicles engaged on monthly basis or daily basis shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user by the 5th of the following month for payment.
- The copy of Service Tax paid Challan for the previous month / quarter as the case may be should be produced along with the bills for payment. In case, the bills are not submitted to GAICL, Gandhinagar as per above schedule, GAIC will not take responsibility for delay in payment.
- The triplicate copy of the bill will be returned to the Service Provider duly acknowledged. The bills should be sent to GAICL, Gandhinagar for payment, vehicle-wise. It should be ensured that there is no overwriting in the duty slips. In no case, duty slips without signature will be accepted for payment and if it is found so, the amount will be disallowed.

- In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.

18) Termination for Insolvency:

GAICL, Gandhinagar may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

19) Insurance:

The Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. GAICL, Gandhinagar shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on GAICL, Gandhinagar the same shall be reimbursed /indemnified by the Service Provider.

20) Prices:

- a. The rates should be on monthly basis. The rate for extra per Hour detention and extra per km running is to be indicated in both the cases.
- b. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in his tender.
- c. In case of any reduction of taxes and statutory levies (if any) during the contractual period, GAICL, Gandhinagar shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/taxes.
- d. In case of increase in taxes/ duties during the contractual period, GAICL, Gandhinagar shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.
- e. **Price Revision:** No escalation is admissible on any account whatsoever during the period of the contract.

21) Security Deposit

5% of the contract value shall be retained by GAIC as a security deposit for the period of operation and maintenance warranty/guarantee period i.e. for 11 Months. However GAICL may consider release of this amount against the submission of performance Bank guarantee of Nationalized **Bank of equivalent value for the same period.**

Rates:-The rates quoted by the tenderer, shall be firm and inclusive of all taxes, duties and levies and all charges for packing, forwarding, insurance, freight & delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risk, overhead charges, general liabilities / obligations and clearance from local authorities, if any. The department will not issue Octroi exemption certificate.

22) Taxes and Duties

Any customs duty and other taxes, if any, levied by the Government of India, shall be to the tenderers account with 15% service charges for clearing these liabilities on account of works contract Act and any other laws shall be borne by the contractor.

23) Earnest Money

- (i) The Earnest Money Deposit (EMD) as prescribed in terms & conditions as specified shall accompany each tender. The EMD shall be furnished in the form of a crossed Demand Draft in favor of Gujarat Agro Industries Corporation Ltd., payable at Ahmedabad from any nationalized or scheduled bank in India.
- (ii) The EMD of all the tenderers except first, second and third lowest tenderers will be returned within fifteen days of opening of the price bid. The EMD amount of all other unsuccessful tenderers will be returned only after the contract has been awarded to the successful tenderer (whose EMD will be retained).
- (iii) The EMD of the successful tenderer shall be returned after the successful tenderer provides the performance guarantee as per Annexure-I enclosed.
- (iv) If the successful tenderer fails to submit the performance guarantee and fails to enter into a contract with GAIC, Gandhinagar within 15 calendar

days after the acceptance of bid and award of contract, the EMD amount shall be forfeited.

- (v) Any tender not accompanying with EMD in the said form will be considered non-responsive and rejected.
- (vi) No interest or any other expenses, whatsoever, will be payable by GAIC on the EMD by the tenderer in any manner.

24) Performance Guarantee or Security Deposit

The tenderer, whose tender has been accepted, shall within 15 calendar days of the issue of the letter of acceptance of bid, shall submit the unqualified performance guarantee of 5% of the total cost of contract to GAIC, Gandhinagar in the form of an irrevocable and unconditional bank guarantee of a Nationalized Bank in India, or international bank of repute supported buy back to back guarantee of a Nationalized bank in India as per Proforma attached at Annexure -I. The Bank guarantee shall be valid till the expiry of 90 days after the end of the contract period.

The performance guarantee amount shall be payable to GAIC, Gandhinagar without any condition whatsoever and the guarantee shall be irrevocable.

The performance guarantee shall be deemed to govern the following guarantees from the successful tenderer, in addition to the other provisions of the guarantee;

Guarantee against non performance of contract as per agreement.

Successful and satisfactory operation of the equipment supplied in accordance with the performance guarantee is intended to secure the performance of the entire equipment. However, it is not to be construed as limiting the damages stipulated in any other clause.

The performance guarantee will be returned to the successful tenderer at the end of the period of liability without interest.

25) Set Off (Recovery of Sum Due)

Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by GAICL, Gandhinagar and set off the same against any claim of GAICL, Gandhinagar for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with GAICL, Gandhinagar.

In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with GAICL, Gandhinagar. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to GAICL, Gandhinagar, on demand the balance amount, if any, due to GAICL, Gandhinagar within 30 days after intimation given by GAICL, Gandhinagar.

If any amount due to the company is so set off against the said security deposit, the service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

26) Substitution And Wrong Supplies

Unauthorized substitution of vehicles pressed into services in error of wrong description or quality or supplied in excess quantity or rejected services shall be dealt with as per penalty clauses.

27) Force Majeure

- GAIC may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force major beyond the contractor's control, subject to what is stated in the following sub-paragraphs and to the procedures detailed there in being followed. Force major is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.) acts of Govt., The direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days). The successful tenderers right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures :-
- That within 10 days after the occurrence of a case of force major but before the expiry of the stipulated date of completion, the seller informs GAIC, Ahmedabad in writing that the successful tenderer considers himself entitled to an extension of the time limit.
- That the successful tenderer produces evidence of the date of occurrence and the duration of the force major in an adequate manner by means of documents drawn up by responsible authorities.

- That the successful tenderer proves that the said conditions have actually been interfered with the carrying out of the contract.
- That the successful tenderer proves that the delay occurred is not due to his action or lack of action.
- Apart from the extension of the time limit, force major does not, entitles the successful tenderer neither to any relaxation nor to any compensation of damage or loss suffered.

28) Settlement of Disputes And Arbitration

- Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter :
- If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Additional General Manager (M&P&A), GAICL on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Additional General Manager (M&P&A) in writing for written instruction or decision. Thereupon, the Additional General Manager (M&P&A) shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.
- If the Additional General Manager (M&P&A) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Additional General Manager (M&P&A), the contractor may, within 15 days of the receipt of Additional General Manager (M&P&A)'s decision, appeal to the Managing Director, GAIC, Gandhinagar who shall afford an opportunity to the contractor to be heard, if the latter so desires, and within 30 days of receipt of contractor's appeal.

- Except where the decision has become final, binding and conclusive in terms of sub paragraph(I) above disputes of difference shall be referred to the sole arbitrator namely Managing Director, GAIC, Gandhinagar. The provisions of Indian Arbitration Act, 1940 and the rules made there under or statutory modifications thereto for the time being enforced.
- The contractor shall not have any lien on the site on the work in process for his dues. In case of dispute of any nature the contractor should handover the site/work in progress, if so directed to the party irrespective of pending settlement of his dues so as to enable the party to get the work completed from some other contractor of his choice.

29) LAWS GOVERNING THE CONTRACT

All questions, disputes or differences arising under the out of, or in connection with the contract if concluded shall, if required to be referred to any court of law, be referred to the courts at Gandhinagar and the said court only shall have the jurisdiction and decide matters according to the laws of India.

30) FORFEITURE OF EARNEST MONEY/SECURITY DEPOSIT:

If any Tenderer subsequently withdraws his offer/tender or refuse to supply/provide service at offered rate, or makes any modification/alteration unilaterally after opening or delay supply, shall be subjected to the forfeiture of Earnest Money Deposit. If any document is found manipulated/ false, EMD may be forfeited.

31) SCOPE OF WORK

The Tenderer is required to provide vehicles fully conforming to RTA/RTO regulation along with fuel, driver etc and carryout periodical maintenance and execute the work through their Supervisor.

The work consists on Monthly Slab Rate, GAIC's requirement.

(Scheduled Works)


Monthly KM Hire Slab:

As per monthly requirement the vehicles will be requisitioned. The Monthly KM hire slab on which cars/ Jeep are required and the 3 (three) numbers of such **hiring per Month** are tentatively indicated below:

| Qty. | Quantity of vehicle , up to 20 number | | |
|--|--|--------|--------------|
| Vehicle Type | | Bolero | Scorpio/Xylo |
| Period of Hiring | Yearly Basis | | |
| K.M. | Rate / one vehicle | | |
| Per month Rate for 12 Hrs duty daily and 2500 KMs in INR | A.C. | | |
| | Non A.C. | | |
| Per month Rate for 12 Hrs duty daily and 3000 KMs in INR | A.C. | | |
| | Non A.C. | | |
| Extra KM charges above 2500 / 3000 KMs (Rates to be quoted per KM) | A.C. | | |
| | Non A.C. | | |

The above is only indicative and for regular work. The actual deployment may vary from time to time depending on work schedule, Govt's policy, intensity of maintenance and interruption duties and developmental activities etc.

The additional requirement for a short period to meet the 'Peak Operational requirement' if any on day to day basis is also to be met with at the pro rata basis as same rate quoted for regular work.

 *GAIC will be free to select a L1 on the basis of total requirement of 2500 km or 3000 km.*

Definition: Month means a period of 30 or 31 days.

- The agency shall pay all kind of taxes and charges including toll taxes, parking charges etcetera as and when levied by any local or government bodies in respect of vehicles deployed by agency for providing service. The substantial expenditure on this account may be reimbursed on submission of original cash memos after validation of GAIC authority.
- The Agency shall give full Bio-data of the drivers who shall be deployed at GAIC for services, which should contain their address, photograph, license copy, contact number, employee number along with police verification report for record purpose.
- The agency shall intimate about newly recruited Drivers with documents prior to respective deployment, similarly, details of

resignation/termination of the drivers deployed at GAIC shall be required to be submitted by the agency with prior intimation and consent from GAIC.

- All the Drivers must be in possession of valid driving license (at least 3 years old) issued by the R.T.O. and must carry the same with them while on duty. The drivers should be well literate, mannered, groomed, well dressed and should behave courteously with the officials / official guests of GAIC. The drivers should be able to atleast speak Gujarati and Hindi languages as well as they should have working Knowledge of English.
- The required vehicle will be made available at place directed by GAIC. **Kilometres will be counted from pick up point to drop point decided by GAIC. GAIC is not liable to pay any payment of kilometre consumed from the place of the Agency to the destination decided by GAIC or from the destination decided by GAIC to the place of the Agency.**

32) SUCCESSFUL TENDERER

The successful tenderers (called Service Provider) shall be informed by GAIC, Gandhinagar in writing before the date of expiry of validity. The Service Provider shall be required to return the duplicate of the same within seven days from the date of the letter, in token of acceptance. If letter of acceptance does not reach suppliers for the reason of incomplete postal address given by the supplier or postal delay, Purchaser (s) shall not be held liable and, will have right to forfeit Earnest Money Deposit.

33) SECURITY DEPOSIT:

- The successful Tenderer shall be required to pay security deposit @ 10% on total basic value of Order. Earnest Money Deposit of successful bidder would be converted into Security Deposit and balance amount of SD. The SD will be refunded at the end of the contract period. All Govt. / necessary Taxes must be borne by the Service provider. The bidder shall pay the any kind of taxes as per prevailing legislation separately for the transactions carried out with GAIC and shall submit the copy of challans along with declaration of C.A. (Stating that he has paid all the taxes dues

for the transaction with GAIC and no dues are pending).Only then the security deposit shall be refunded.

- If the tenderer(s) who is/are called for negotiations do not remain present during negotiations, their original tendered rate shall be taken into cognizance.
- Successful bidder will have to make an Agreement with GAIC on 100 rupees stamp for legal liabilities and other general terms and conditions.

34) Right to vary quantities

GAICL reserves the right at the time of award of contract to increase or decrease the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

35) BID EVALUATION PROCEDURE

a. TENDER EVALUATION:

The evaluation and comparison of the bids shall be done for the technical as well as financial aspects.

Evaluation shall be carried out based on the data and documents provided by the Bidders in support of their claims. The tender committee shall have the right to verify the claims made by the bidders, in whichever way it deems fit. Based on the bid evaluation, only technically qualified bidders shall be short listed.

The evaluation committee may call for the presentation by the bidders if required and the bidder should support the facts with proper documents.

b. Financial Bid Opening

The financial bid of only the short listed Bidders shall be opened. The technically qualified bidder with lowest total cost of the project would be the preferred bidder.

c. Selection Methodology

- The Financial Offers of those Technically qualified Bids would be opened and then ranked in ascending order based on the Total price quoted, with the Bidder quoting the lowest price being ranked first and the Bidder quoting the Second Highest ranked as second and so on.

- The Bidder ranked first in accordance with the above procedure would be declared as the Preferred Bidder.
- GAIC reserves the right to reject any Bid, if:
 - At any time, a material misrepresentation is made or discovered; or
 - The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Bid.
- Rejection of a Bid by GAIC as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then GAIC reserves the right to:
 - Either select the next best Bidder, or
 - Take any such measure/s as may be deemed fit in the sole discretion of GAIC, including annulment of the bidding process.
- The preferred bidder's financial offer may be compared with Estimated Project cost and also with other bidders and in case the financial offer is found to be not in conformity/ in the range/ in line, then GAIC reserves the right to negotiate with preferred bidder and may ask for additional guarantee in whatever manner it may deem fit and even after negotiations, if the final offer is found to be differing widely with Estimated Project cost, then GAIC reserves the right to cancel the tender. GAIC's decision in this context shall be final and binding on all bidders.
- In the event of acceptance of the Preferred Bidder with or without negotiations, GAIC shall declare the Preferred Bidder as the Successful Bidder. GAIC will notify the Successful Bidder through a Letter of Intent (hereinafter referred to as "LoI") that its Bid has been accepted.
- The Successful Bidder shall execute the Contractual Agreement with GAIC within period specified by GAIC of the issue of LoI or within such further time as GAIC may agree to in its sole discretion.
- Failure of the Successful Bidder to comply with the requirements of Clause 24.4.6 shall constitute sufficient grounds for the annulment of the LoI, and forfeiture of the EMD. In such an event, GAIC reserves the right to either invite the next best Bidder for negotiations or
- Take any such measures as may be deemed fit in the sole discretion of GAIC, including annulment of the bidding process.

- Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders would not be disclosed to any person not officially concerned with the process. GAIC would treat all information submitted as part of the Bid in confidence and will ensure that all who have access to such material treat it in confidence. GAIC would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure.
- To assist in the examination, evaluation, and comparison of Bids, GAIC may utilise the services of consultant(s) or advisor(s).

d. Bid Evaluation Committee

A tender evaluation committee nominated by MD, GAIC shall do the above evaluation. The committee shall determine the approach and methodologies for the issues, which may arise during the above, referred evaluation exercise and have not been addressed in this Tender Document. The decision of the committee shall be final and binding on all the bidders.

22.The successful bidder shall be responsible for training of the working personnel of GAIC or their representative for the operation and maintenance of the entire plant and Machinery for at least one month or more for Hand Holding till intricacies regarding operation and maintenance are resolved.

e. Annulment of Award

Failure of the successful tenderer to comply with the requirement of clause 8 shall constitute sufficient ground for the annulment of the award and forfeiture of the tender security in which event MANAGING DIRECTOR may make the award to any other tenderer at the discretion of MANAGING DIRECTOR or call for new tenders.

Annexure - I

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

To,
The Managing Director,
Gujarat Agro Industries Corporation Ltd.,
Gujarat State Civil Supply Corporation Bldg.
2nd Floor, B-wing, Sector -10A, Ch Road
Gandhinagar-382010

Dear Sirs,

In consideration of GAIC, Gandhinagar (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and dated _____ and the same having been unequivocally accepted by the contractor resulting in a Contract bearing No. _____ dated _____ valued at _____ for agreed to provide contract performance guarantee for the faithful performance of entire contract equivalent to the said value of the contract to the owner.

We _____ (name and address) having its head office at _____ (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include the successors administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any and all money payable by the contractor to the extent of as aforesaid _____ at _____ any _____ time _____ up to

_____ without any demur, reservation, contest, recourse or protest and /or without any reference to the contractor. Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court tribunal or any authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee here in contained shall continue to be enforceable till the owner discharges this guarantee. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the contractor, and to exercise the same at any covenants, contained or implied, in the contractor between the owner and contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its

obligations under these presents y any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the affect of relieving the bank. The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as principal debtor, in the first instance without proceeding against the contract and notwithstanding and security or other guarantee that the owner may have in relation to the contractors liabilities.

The bank further agree with the owner that the owner shall have the fullest liberty without our consent any 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 of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercised by the company against the said contractor and to forbear or enforce any of the terms and conditions relating the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted by the said corporation to the said contractor or y 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 contractor.

The bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the owner in writing.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to a sum of Rs. _____ and the guarantee shall remain valid till _____ unless a claim or action to invoke the guarantee is received in writing by us on or before _____ all your rights under the guarantee shall be forfeited and the bank will be relieved and discharged of its liabilities there under.

FINANCIAL TENDER

Tender No.....

Date

A : (Name & Address of the Purchaser)

Dear Sir,

1. Having read the conditions of contract and services to be provided the receipt of which is hereby duly acknowledged, we, undersigned, offer to provide vehicles in conformity with the conditions of contract and specifications for the sum shown in the Schedule of Requirement & Hire Charges attached herewith and made part of this Tender.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
3. If our Tender is accepted, we will obtain the guarantees of a Scheduled Bank for a sum described in tender of the contract sum for the due performance of the Contract.
4. We agree to adhere by this Tender for a period of 30 days from the date fixed for Tender opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
5. Until an agreement is signed and executed, this Tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Tender submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated thisDay of2018-19.

Signature of
In capacity of

Duly authorized to sign the tender for and on behalf of

Witness

Address

Signature

Encl.: Schedule of Requirement & Hire charges

ANNEXURE-2

SUB: HIRING OF VEHICLES FOR FIELD DUTIES OF GAICL,GANDHINAGAR.

Tender Ref:

Date:

TECHNICAL TENDER

To be filled in by the Tenderer (enclose copy of documents to support your statement)

| | | |
|---------|---|--------------------------------------|
| 1. | Name and Postal Address of the Tenderer: _____ _____ _____ | Phone: Mobile: Fax: E-Mail: |
| 2. | Is your concern Recognized / Registered No <input type="checkbox"/> Yes <input type="checkbox"/> (Attach Photocopy as a proof) | |
| | Tick as applicable a. Recognized by Govt. of India as Tourist Transport operator b. Registered under Companies Act c. Registered under Shops and Establishment Act d. Registered as firm e. Proprietorship / Any other category (please specify) f. Sister concern of (please specify name) | |
| 3. a | Income Tax Permanent account Number (PAN): (Attach Proof) | |
| 3. b | GST Certification Number : (Attach Proof) | |
| 3. c | Registration/Allotment Number of ESI (Attach proof) : EPF (Attach Proof) : Any other social security scheme for workers: (Like group insurance/personal accident insurance/pension etc for Drivers) (Give details) : | |
| 4. | Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms.: _____ Years | |
| 5 | C.A. certified audited balance sheet and turnover certificate for last 2 years i.e. 2015-16 and 2016-17. | |
| 6. | Tender fee of Rs.5000/- by DD in favor of Gujarat Agro Industries Corporation Ltd., payable at Gandhinagar | |
| 7 | EMD (Rs. 3.00 Lakhs through D.D.) | |
| 6 | Detailed Statement of Registered vehicles NOT OLDER THAN 01/01/2016 as per format at Annexure-2A. | |

DATE

SIGNATURE

SEAL

ANNEXURE-2A
Statement of Vehicles owned by the Tenderer

TENDERER'S NAME: _____

COMPANY'S NAME: _____

Details of **"OWNED"** Vehicles which are not older than 01/01/2016 in our fleet of operation as on date:

| Sl. No. | Registration Number | Model (Year) | Date of Regi. | Vehicle Owner's / Name | Vehicle Type (Bolero, Scorpio, Xylo etc. Please specify) | Validity Details | | | |
|---------|---------------------|--------------|---------------|------------------------|--|------------------|---------|----------|-----------|
| | | | | | | Permit | Fitness | Road Tax | Insurance |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |

Note: Use additional sheets if required.

Declaration:

The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.

DATE

TENDERER'S SIGNATURE

OFFICE SEAL

**ANNEXURE-3
TENDER SECURITY BOND**

Whereas (Hereafter called “the Tenderer”) has submitted its tender dated For hiring contract of vehicles Tender No.....

.....**KNOW ALL MEN** by these Presents that We of having our registered office at (Hereafter called “the Bank”) are bound untoManaging Director, Gandhinagar the sum of Rs. ----- For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligations is:

1. If the Tenderer withdraws its tender during the period of tender validity specified by Tenderer on the Tender Form; or
2. If the Tenderer, having been notified of the acceptance of its tender by the purchaser, During the period of Tender Validity.
 - (a) Fails or refuses to execute the Contract, if required, or
 - (b) Fails or refuses to furnish performance security, in accordance with the instructions to tenderer.

We undertake to pay to, Managing Director (Gaicl), Gandhinagar up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, Managing Director (Gaicl), Gandhinagar will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 12.1 of **section IV** of the Tender Document up to and including thirty (30) days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of Witness
Name of Witness
Address of Witness

Signature of the Bank
Name
Signed in Capacity of
Full Address of Branch
Tel. No. of Branch
Fax No. of Branch

ANNEXURE-4

PERFORMANCE SECURITY BOND

In consideration Managing Director (Gaicl), Gandhinagar (here in after called the MANAGING DIRECTOR. Gandhinagar,) having agreed to exempt _____(here in after called the said Service Provider(S) from the demand of security deposit / earnest money of Rs. _____on production o Guarantee for Rs. _____For the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____we, (name of the bank) _____(here in after referred to as "the Bank") at the request of _____Service Provider's do hereby undertake to pay to the MANAGING DIRECTOR., _____an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the MANAGING DIRECTOR., _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MANAGING DIRECTOR., _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the MANAGING DIRECTOR., _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the MANAGING DIRECTOR., _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the MANAGING DIRECTOR., _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/supplier(s) shall have no claim against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the MANAGING DIRECTOR., _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till MANAGING DIRECTOR., _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) further agree with the MANAGING DIRECTOR., _____ that the MANAGING DIRECTOR., _____

shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the MANAGING DIRECTOR, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & 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 Service Provider(s) or for any forbearance, and or any omission on the part of the MANAGING DIRECTOR, _____ or any indulgence by the MANAGING DIRECTOR, _____ to the said Service Provider(s) 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by MANAGING DIRECTOR.

Dated : _____

For _____
(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE-5

**LETTER OF AUTHORISATION FOR ATTENDING TENDER OPENING
(To reach on _____ or before date of tender opening)**

To

The
MANAGING DIRECTOR

Subject: Authorization for attending tender opening on _____ (date) in the
Tender of _____.

Following persons are hereby authorized to attend the tender opening for the
tender mentioned above on behalf of _____ (Tenderer) in
order of preference given below.

| Order of Preference | Name | Specimen Signature |
|----------------------------|-------------|---------------------------|
|----------------------------|-------------|---------------------------|

I.

II.

Alternate Representative

Signature of tenderer

Or

Officer authorized to sign the tender
Documents on behalf of the tenderer

- Note: 1. Maximum of two representatives will be permitted to attend tender opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where tenders are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-6

FORMAT OF DUTY SLIP

(Print Name of the company & address)

Sl. No.....

Date.....

(to be filled by contractor)

1. Regn. No of Vehicle:
2. A/C or Non-A/C, Model & Year, Diesel
3. Name, Designation & address of user
-
-

(to be filled by user)

4. Purpose of Journey (detail)
5. Places visited..
6. Meter Reading at Starting Point at closing Point
7. Total KMs Run
8. Time at Starting Point. at closing Point
9. Extra Detention Hours (beyond duty Hrs.)
10. Charges for Parking/Toll Tax etc.....
11. Number of Night Halts (for outstation journey only)

Driver's Name & Signature

Signature of User

ANNEXURE-7 (A)

Location of centers of Gujarat Agro Industries Corporation Ltd, Gandhinagar is as under:

| Sr | Centre location | District |
|----|-----------------|---------------|
| 1 | Naroda | Ahmedabad |
| 2 | Mahesana | Mahesana |
| 3 | Himmatnagar | Sabarkantha |
| 4 | Deesa | Banaskantha |
| 5 | Kanajari | Anand |
| 6 | Baroda | Baroda |
| 7 | Godhara | Panchmahal |
| 8 | Bharuch | Bharuch |
| 9 | Surat | Surat |
| 10 | Navasari | Navsari |
| 11 | Valsad | Valsad |
| 12 | Surendranagar | Surendranagar |
| 13 | Rajkot | Rajkot |
| 14 | Junagadh | Junagadh |
| 15 | Bhavanagar | Bhavnagar |
| 16 | Jamnagar | Jamnagar |
| 17 | Amreli | Amreli |
| 18 | Bhuj | Kutch-bhuj |
| 19 | Gandhinagar | Gandhinagar |

Annexure 7 (B)

Annual income/Turnover of the firm/company in Rs in lakh certified by Chartered Accountant

| year | Turnover/Income from services (Rs in lakh) |
|---------|--|
| 2015-16 | |
| 2016-17 | |