



GUJARAT INDUSTRIES POWER COMPANY LTD.,

P.O. PETROCHEMICAL- 391 346, DIST. BARODA

PHONE: (EPABX) (0265) 2232768, 2232213, 2230159.

TELE: 2234252 (Direct) E- Mail: purchase@gipcl.com

Tender Ref.: Mat/ARC for Hiring of Vehicle/2019-20/

Dt.10.09.2019

Due Date.01.10.2019

SUB: TENDER FOR HIRING OF DIFFERENT TYPE OF PETROL / DIESEL VEHICLES ON ANNUAL CONTRACT BASIS.

Attached herewith following documents:

- (1) Annexure – I for Pre-Qualification Bid
- (2) Annexure – II for List of Clients
- (3) Annexure – III for Scope of Work & Terms and Conditions
- (4) Annexure – IV for Price Schedule of Regular Requirement
- (5) Annexure – V for Price Schedule of Casual Requirement

Technical bid shall be submitted in a separate sealed envelope super scribing **“ENQUIRY NO. & DATE, OFFER FOR HIRING VEHICLE”** and with the note **“QUOTATION DO NOT OPEN”**.

PRICE BID - Bidder has to submit through online (n) procure e-tendering only.

Your offer should reach to AGM (M&C) M/s. GUJARAT INDUSTRIES POWER CO. LTD., P.O. PETROCHEMICALS - 391346, DIST.: BARODA **latest by 01.10.2019 on or before 5.30 PM.**

GIPCL reserves the right to accept/consider/reject/prefer any of the offers or parts thereof without assigning any reason whatsoever in nature.

**GUJARAT INDUSTRIES POWER CO. LTD.
BARODA**

DETAILS FOR SUBMISSION OF TENDER

TENDER SHALL BE SUBMITTED IN TWO PARTS AS FOLLOWS:

PART- A: TECHNICAL BID:

Bidder has to submit following documents in Part- A i.e.-TECHNICAL BID.

- A) PRE QUALIFICATION BID:**
Annexure-I for Pre-Qualification Bid & Annexure-II for List of Clients to be submitted in the enclosed format, documents as per eligibility criteria defined at clause no. 03 of Annex-III should be submitted in separate sealed envelope super scribing **"PRE QUALIFICATION BID"**.
- B) SCOPE OF WORK, OPERATION AND TERMS & CONDITIONS BID:**
Detail scope of work, Detail of operation & Terms and Conditions duly signed & stamped (each pages) accepted by you as per Annexure -III along with **UNPRICED** copy of price bid for Annexure-V & VI shall be enclosed in separate sealed envelope super scribing **"TECHNICAL BID"**. Duly signed & stamped each paper by bidder as an acceptance
- C) EMD:**
You shall submit the EMD Rs.50,000/- (Rs. Fifty Thousand .only) by way of D.D in favour of **"GUJARAT INDUSTRIES POWER CO. LTD"** payable at Baroda (**GIPCL**). EMD will be refunded to unsuccessful bidder. Please note that offer without EMD shall not be considered. It shall be in separate sealed envelope super scribing **"EMD"**.

NOTE: Above documents A), B) & C) is required to be marked individually and bidder should submit the same in physical form in sealed envelope.

PART-B: PRICE BID:

Bidder has to submit PRICE BID through online (n) procure e-tendering only (Annexure- V & VI)

Price bid compulsorily needs to submit online through (n) procure e-tendering only. **NO HARD COPY OF PRICE BID SHALL BE CONSIDERED FOR EVALUATION.**

REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.

- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price (Excluding GST).
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat), Email: nprocure@gnvfc.net
Toll Free:1-800-419-4632/1-800-233-1010,Phone No. 079-26857315 / 316 / 317,
Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.

Note:

For your information annual business is approx. Rs. 40.00 Lcks per annum.

(C) ADDRESS FOR SUBMISSION OF TENDER:

Addl. General Manager (Mat & Cont)
GUJARAT INDUSTRIES POWER COMPANY LIMITED
P.O.PETROCHEMICAL-391346, DIST: BARODA
PHONE: (EPABX) (0265) 2232768, 2232213, 2230159
Direct Tele: 2234252, E- Mail: purchase@gipcl.com

GUJARAT INDUSTRIES POWER CO. LTD.

BARODA

**ANNEXURE – I to PRE-QUALIFICATION BID FOR SHORTLISTING VENDERS FOR
ARC OF PROVIDING VEHICLES TO GIPCL – VADODARA**

01	Name of Bidder and location of Head Office	
02	Local Office in VADODARA city with Telephone Nos. and Mobile Number is must.	
03	Name of the Proprietor with residential address and contact details.	
04	Date & Place of Registration of Agency / Bidder (Minimum Five Years experience).	
05	Income Tax PAN No. (with supporting document)	
06	GST No. (with supporting document)	
07	Bidder shall furnish Annual Audited Financial Statement along with Profit and loss account duly certified by Chartered Accountant for the last three financial years i.e. 2016-17, 2017-18 & 2018-19. Minimum average annual turnover required in the last three years Approx. Rs. 1 Crore.	
08	Total number of Branches in Gujarat with address.	
09	Total No. of vehicle on the name of Bidder (Please attach a separate copy) (Min. 05 vehicles required).	
10	Total number of Clients (Please provide details as per attached format).	
11	Work order and Performance certificates from three (3) different clients where more than five (5) vehicles have been provided in any year during last three years.	
12	Any other additional information	

Date: _____

Place: _____

Name & Signature of
Bidder / Official Seal

Name of Firm : _____

Phone No. : (O) _____ (R) _____

Mobile No. : _____

Email ID : _____

GUJARAT INDUSTRIES POWER CO. LTD.
BARODA
ANNEXURE – II to LIST OF CLIENTS

Sr. No.	Name & Location of Unit (Client) with Telephone No.	Total No. of Vehicles provided	Period		Name of head of Dept. of Client (with Telephone / Mobile No.) under whom your vehicles are provided
			FROM	TO	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Date: _____
Place: _____

Name & Signature of
Bidder / Official Seal

Name of Firm : _____

Phone No. : (O) _____ (R) _____

Mobile No. : _____

Email ID : _____

GUJARAT INDUSTRIES POWER CO. LTD.
BARODA
ANNEXURE – III to Scope of Work & Terms and Condition

**TECHNICAL BID FOR ANNUAL RATE CONTRACT (ARC) FOR PROVIDING
TRANSPORT SERVICES TO GIPCL – VADODARA.**

1. SCOPE OF WORK

- 1.1 The Bidder shall provide different types of vehicles in good roadworthy condition manufactured not earlier than year 2018 Model (for out station duty – out of Baroda), and not exceeded total running of 75,000 KM and manufactured not earlier than 2016 Model (for local-Baroda city), and not exceeded total running of 1.25 lacks KM, such as Diesel Indigo / Xcent (Taxi), close body jeeps, AC Ambulance Van with Ambulance Passing in RC Book and other vehicles including on casual basis to GIPCL as and when required on turnkey basis with entire responsibility.

- 1.2 Regular requirement of vehicle at present is as under:

Sr. No.	Description	Qty.	Duty Hours
1	Diesel – Xcent / Indigo – AC or equivalent	04 Nos.	Ten (10) Hours
2	Diesel – Xcent / Indigo - AC or equivalent	01 No.	Twenty four (24) Hours
3	Diesel Jeep (Hard Top) AC or equivalent	01 No.	Twenty four (24) Hours
4	Petrol Ambulance Van AC with Ambulance Passing in RC Book	01 No.	Twenty four (24) Hours

- 1.3 The vehicle engaged for ten (10) hours should report at 08:30 a.m. sharp for duty at GIPCL – VADODARA. Office working hours for vehicles will be from 08:30 to 18:30 hours. For duty more than the above prescribed hours, extra payment will be made as per the agreed rates.
- 1.4 The Bidder shall increase or decrease No. of vehicles in accordance with the requirement of GIPCL from time to time.
- 1.5 The Bidder shall provide Diesel Xcent / Indigo - AC or equivalent & other required vehicle up to date road-worthy and good condition in all respects.
- 1.6 The Bidder shall provide close body (hardtops) Jeep of Mahindra or Tata make up-to-date road-worthy and good condition in all respect with a capacity of seven (07) persons.
- 1.7 The Bidder shall provide petrol Ambulance Van with Ambulance Passing in RC Book up to date road-worthy and good condition in all respect with First Aid box, oxygen cylinder with attachment and stretcher at his own cost.
- 1.8 The vehicles are to be utilized for transportation of man & materials of GIPCL in local and / or outstation area.

- 1.9 In case contractor intends to hire limited vehicle from other party/person, he will have to produce a power of attorney from owner of the vehicle, and an affidavit from owner duly attested by a notary public. Authorizing the contractor to ply the vehicle(s) on hire and covering all liabilities under various central / state / municipal Acts / rules & regulations and by laws.
- 1.10 The driver should be educated enough to write the Log Book properly. He shall fill up the logbook for every trip and shall be required take signature of authorized user / representative of the Company everyday. If the logbook is incomplete, charges will not be paid.
- 1.11 **The condition of the taxis provided shall be up-to-date and in tip-top condition including facilities such as seat covers, car tape, Air condition unit, spare wheel, tool kit, wipers etc. The Driver must possess a Mobile Phone in working condition & the details thereof shall be intimated to the concerned officers well in advance. Fueling of hired vehicle shall be carried out prior to reporting for duty and there must be adequate arrangement for fuel-lubricant with the driver of the hired vehicle.**

2. DETAILS OF OPERATION:

- 2.1 The Bidder shall provide & operate all types of vehicles in a good running condition with driver.
- 2.2 The Bidder shall operate all vehicles at his own cost with full responsibilities whatsoever, including fuel, maintenance, RTO taxes, Insurances, interstate permission, charges. However, toll tax, parking & GST shall be reimbursed by GIPCL at actual on submission of original paid challan / receipts.
- 2.3 Vehicles normally shall ply in VADODARA City and outstation trips as may be required from time to time.
- 2.4 In case of change in requirement of number of vehicles by GIPCL, the Bidder shall execute the requirement within twenty four (24) hour's notice i.e. Bidder shall provide additional vehicle or withdraw vehicle during this stipulated time.
- 2.5 The Bidder shall provide casual vehicle as per GIPCL's requirement for which a booking will be given by 5.30 p.m. for next working day by GIPCL authorized person.
- 2.6 Sundays & holidays observed by GIPCL will be treated as holiday for the bidder. If, in case, vehicle/s used on that day, charges as per casual rate will be applicable. **These do not apply to vehicles hired for twenty four (24) hours duty.**
- 2.7 In case of emergency, GIPCL may intimate for vehicles required after office hours by intimating over contact phone no. given by the Bidder. The Bidder has to give timely response in such emergency situation.
- 2.8 The Bidder shall employ drivers having minimum experience of Five years and having a valid driving license to drive commercial / taxi throughout the period of the contract.

- 2.9 Contractor will not assign or subcontract the work awarded to them without the Company's written permission. Contractor shall ensure that the drivers engaged by them for driving the taxies are competent, knowledgeable about RTO regulations, holds appropriate valid licence as per rules, the drivers will be co-operative, amicable, clean, well dressed, well behaved, well mannered ("Standard of Performance") and shall promptly carry out instructions given by the representatives or authorized users of the Company from time to time. In case of any failure on the part of the driver to adhere to the Standard of Performance and to carry out these instructions, the contractor shall promptly replace him to the satisfaction of the Company or in case of failure to do so, Company will be free to engage any other taxi for that day at contractor's costs and risks, the contract shall be determined immediately and can become ground for termination by the Company with no further payment.
- 2.10 Driver should be sufficiently experienced to drive on highways and city, he must be in possession of Taxi and driving license while driving. The Contractor shall deploy his personnel after verifying their credential. Contractor will also issue photo identity card to his personnel.
- 2.11 The Bidder shall see that the drivers on duty wear neat & clean clothes / uniform and if GIPCL finds the services / conduct of the driver unsatisfactory, the Bidder will replace the driver within forty eight (48) hours as per the advice of GIPCL.
- 2.12 The Bidder shall assume all liabilities and responsibilities arising out of the act, commission / omission or negligence on the part of driver and GIPCL will not be liable at all in these respects. If required by GIPCL, Bidder shall unconditionally and immediately replace driver/s. The bidder shall indemnify and keep indemnified GIPCL for any and all such cost, expenses, charges and liabilities incurred or suffered by GIPCL on account of any such eventuality.
- 2.13 The Bidder shall ensure that vehicles provided and operated in a battery area should be fitted with a spark arrestor / safety muffler and PUC certificate etc.
- 2.14 The Bidder's drivers shall observe all rules and regulations relating to discipline, safety and such other norms of GIPCL which are in force from time to time.
- 2.15 The Bidders shall provide mobile phones of the drivers which shall be in working condition at all the times.
- 2.16 The Bidders shall provide water bottle & news paper in all outstation vehicle trips.

3 **ELIGIBILITY CRITERIA:**

The following criteria shall be adopted for qualifying the Bidders for further proceeding.

- 3.1 Bidder should possess **Three years** of experience (as per following Cl. No.3.2) in similar nature of jobs and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

Note: For evaluation of the bid, the executed value mentioned in the work completion certificated will be considered.

- 3.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **Three years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. One similar completed work each costing not less than the amount equal to Rs.28.00 lacks.

OR

b. Two similar completed work each costing not less than the amount equal to Rs.21.00 lacks.

OR

c. Three similar completed work each costing not less than the amount equal to Rs.14.00 lacks.

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.

- 3.3 Bidder should have minimum average turnover of **Rs. 1.00 Core** per annum for last three financial years. Bidder shall furnish annual audited financial statement along with Profit and loss account duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.

- 3.4 Bidder shall have to submit satisfactory work completion certificate from the client of above submitted orders. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.

- 3.5 The EMD shall be accompanied in the form of DD in favor of GIPCL, Baroda, as per clause no.10.

- 3.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents mentioned at Pre-qualification criteria & eligibility criteria will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 3.7 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN no. of the firm. Copies of the same shall be submitted.
- 3.8 Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 3.9 Bidder should submit registration certificate of the company under Companies act 1956 or register partnership deed for partnership firm. In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry / property where similar job is executed by the Bidder. GIPCL reserves the right to accept/cancel/reject any / all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

4 Bid Evaluation: Evaluation of qualified price bid shall be done based on rate / total value of rate of Annexure-IV.

5 OFFER VALIDITY: The rates quoted by you shall remain valid for acceptance up to 90 days from the due date of tender.

6 TAXES

- 6.1 GST as applicable shall be paid by GIPCL extra at actual basis. Please submit the copy of GST registration along with invoice.
- 6.2 Income Tax shall be deducted from your bills as per IT rules prevailing from time to time. Please submit the copy of PAN Card with your invoice.

7. TERMS OF PAYMENT

- 7.1 GIPCL shall pay the bill every months as per agreed rate plus Government taxes applicable from time to time for providing transport service effectively and efficiently for the fulfillment of this agreement.

- 7.2 The Bidder shall submit the bills with original logbook within five (5) working days after completion of each calendar month and shall be paid within twenty (20) days after receipt of the bills by GIPCL.
- 7.3 Vehicle hired for a continuous period of fifteen (15) days or more will be considered as hired on monthly basis, whereas, if, hired for less than fifteen (15) days, it will be considered as hired on casual basis and payment for that vehicles will be made accordingly. Where the vehicle is used / detained for less than half an hour, for the purpose of calculation of charges, it will be ignored and if it exceeds half an hour, then one hour charge shall be payable.
- 7.4 The Bidder shall maintain a separate logbook for each vehicle provided to GIPCL and shall make entry of start / close kilometer with time in logbook for every trip undertaken with the certification of user. Entry of kilometers made into the logbook, but not certified by the user shall not be admissible for payment.
- 7.5 The Bidder's invoicing to be based on total Kms. from GIPCL Office for all vehicles, reporting directly at GIPCL Office at Vadodara.
- 7.6 If the vehicle is given duty to pick-up from city, directly before Office hours, the Kms., will be accounted from Bidder's Office to pick up point and back to GIPCL.
- 7.7 If the vehicle is given duty to release point from GIPCL at the time of closing hours, the Kms., will be accounted from GIPCL to release point and back to Bidder's Office.

8. PRICE VARIATION

- 8.1 The rates quoted by the Bidder shall remain firm throughout the contract period. At present the **price of petrol has been considered @ Rs.68.93 per ltr. & for Diesel @ Rs.67.88 per ltr.**, for this bid purpose. If the price of petrol / diesel is increased / decreased, the formula will be based on 1 ltr. of petrol / diesel for over 14 Kms. average.
- 8.2 The formula is considering fuel average as 1 ltr fuel either petrol / diesel = 14 KM mileage.
- 8.3 The increase / decrease will be given on per kms., basis. For e.g. if the price of diesel / petrol is increase by 28 paisa per ltr then 28 divided by 14 kms. = 02 paisa per kms. Price variation will be on actual kms. usage only.

9. VALIDITY

- 9.1 **This rate contract shall be valid for a period of two years i.e. from 1st December, 2019 to 30th November, 2021**, and on completion of contract period it will stand as terminated, however, performance shall be reviewed after three (3) months from the date of award of the contract. If, the performance is not found satisfactory then the GIPCL shall have right to terminate the same, otherwise the same shall be continued for a further period of twenty one (21) months the same rates, terms and conditions.

- 9.2 GIPCL reserves the right to extend the contract for further period of three months on the same terms & conditions.
- 9.3 GIPCL also reserve the right to extend the contract for further period of 01 year (after extension of three months period) with mutually agreed upon by both GIPCL & contractor.

10. EMD / SECURITY DEPOSIT

- 10.1 Bidder has to submit the EMD of Rs. 50,000/- (Rs. Fifty Thousand only) along with your offer by way of Demand Draft in favour of GIPCL payable at Vadodara from any schedule bank. Please note that offer without EMD shall not be considered. Please note that The EMD of the successful bidder will be returned after payment of Security Deposit/Performance Bank Guarantee by successful bidder. EMD amount of unsuccessful bidder shall be refunded within one week from the date of finalization of contract without interest. No interest shall be payable on EMD.
- 10.2 In case of any liabilities arising to GIPCL on account of the default on your part in carrying out various functions, the same will be deducted while refunding security deposit or monthly running bills or shall be recovered by any other legal means available as per the law.

11. RIGHT OF REJECTION OF TENDERS:

- 11.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 11.2 Any Tender without EMD will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 11.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

12. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

- 12.1 As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG) / Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at **05%** of the "Annual Contract Price" from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-III**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date.
- 12.2 The Performance Bank Guarantee will be returned to the Vendor / Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

13. PENALTY

- 13.1 In case of breakdown of any vehicle/s or if the vehicle is not found roadworthy condition than the same shall be replaced by the Bidder within two (02) hours of time of failure. GIPCL shall impose penalty @ Rs.900/- (Rupees Nine Hundred Only) per such occasion per vehicle. If, GIPCL incurs any additional expenditure on account of alternate arrangement for that day, the same shall also be recovered from the contractor bills / Bidder's Security Deposit (SD) / monthly pending bills.
- 13.2 GIPCL shall deduct from Bidder's bill Rs.200/- (Rupees Two Hundred Only) per occasion by way of penalty for any type of error or defect in providing services.

14. LEGAL ASPECTS

- 14.1 The Bidder shall keep all vehicles in operational condition adequately insured, duly registered with concerned RTO, renew PUC, license valid at all times during the period of contract. Copies of each document shall be maintained in the vehicle all times and the same shall be submitted to GIPCL Authorised officer.
- 14.2 The Bidder shall obtain necessary comprehensive insurance policies for all vehicles in respect of all the insurable liabilities under the Motor Vehicles Act., the Employees' Compensation Act (for drivers and conductors), Fatal Accident Act, Personal Injuries Act., Natural Hazardous, Riots / arson etc and copy of the policy shall be submitted to GIPCL Authorized officer.
- 14.3 The Bidder shall at all times indemnify and keep indemnified GIPCL and its Officers, Servants, Guests and their family members, assignees, heirs and agents against all third party claims, whatsoever, including but not limited to property losses / damages, personal accident, injury or death of persons of any subcontractor and / or servants or agents of the Bidder and / or damage to property of GIPCL arising out of the use of the hired vehicles.
- 14.4 The Bidder shall also obtain necessary license, registrations as may be required under the applicable laws.
- 14.5 This being a job contract for providing transportation services, the Bidder shall be the principal employer for all purpose for drivers, conductors and any other employees employed by the Bidder for the purpose of providing services under this contract.
- 14.6 GIPCL shall be entitled to recover full amount with all other consequential cost, charges and expenses from Bidder, which GIPCL incurs, on account of compliance of any statutory provision for breach of any terms and condition of the contract.
- 14.7 The Bidder shall submit a copy of RTO book and insurance policy and each requisite license and registration certificate with respect to Motor Vehicle Act within one week time from the award of the contract. The Bidder shall also be responsible to maintain necessary record & register required as per various acts.

- 14.8 No employee, agent or sub-agent of the Bidder shall smoke or light anything within the premises of GIPCL and carry matchbox / lighter or any other explosive and/or inflammable material inside the Plant. Provisions of this clause shall be observed by the driver, conductor etc at the time of driving the vehicle. Breach of this condition will be viewed very seriously by GIPCL and GIPCL can impose penalty or even terminate the contract on repetition of breach of this condition.
- 14.9 The Bidder shall issue Identity cards with recent photographs to their employees engaged by them with instructions that they shall display the Identity Card while on duty and shall produce the same on demand to GIPCL.
- 14.10 The Bidder shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency.

15. ADDITIONAL PRE QUALIFICATION CRITERIA

- 15.1 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Government of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage **Section-II / Form attached.**
- 15.2 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in **Section-I / Form attached.**
- a. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

SECTION-I

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

I _____ on behalf ofName of Party / Company.....hereby confirm, agree and undertake that all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of works at the site during the period of the Contract, if awarded to me.

Further, IName of Party / Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

SECTION-II

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf ofName of Party / Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s Have not been Blacklisted/ deregistered / listed under stop Deal by any Government of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

SECTION-III

**PROFORMA FOR CONTRACT SECURITY-CUM-PERFORMANCE GUARANTEE BY
SELLER / CONTRACTOR.**

(To be executed on non-judicial stamped paper of approximate value)

B.G. _____
No. _____

Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as “The Company / Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. _____/ has placed a purchase order on M/s. _____(hereinafter referred to as “Contractor(s) / Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for _____on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No. _____date _____and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and / or variations there to and where as the Contractor(s) / Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies / subcontractors

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s) / seller(s) shall furnish to the owner a Bank Guarantee from a bank for % (..... percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including performance guarantee obligations of the contractor(s) / seller(s)for execution / supplies made under the “said contract.”

2. We _____Bank having its branch office at _____do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner 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 Rs. ...(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee here in contained shall not be determined or affected or Suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s) / Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s) / Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER / PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. WeBank further agree with the Company that the company 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 Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) / Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) / Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....
Corporate Seal of the Bank

.....Bank
By its constitutional
Attorney Signature of duly
Authorized person
On behalf of the Bank
With Seal & Signature code

**
*

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No	Description
01.	Tender documents are available only in electronic format which Bidders can download from the website https://www.nprocure.com and https://gipcl.nprocure.com
02.	All bids (technical and price bid) should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.
03.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
04.	<p>All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement.</p> <p>(n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India)</p> <p>Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvfc.net, website: www.nprocure.com</p>

REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price (Excluding GST).

5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.

6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat), Email: nprocure@gnvfc.net
Toll Free:1-800-419-4632/1-800-233-1010,Phone No. 079-26857315 / 316 / 317,
Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.

16 STATUTORY REQUIREMENTS

16.1 The Bidder shall be fully responsible against any accident / injury to or death of their personnel while on duty working whether in premises of GIPCL or outside GIPCL shall not be responsible or liable for any such accident / injury / death either in terms of compensation or any other form of liability. The Bidder shall meet with all other statutory requirements & regulations as per existing laws.

17 INSURANCE

17.1 The Bidder shall be liable in respect of any demand or compensation payable by Law in respect of consequences of any accident or injury to any workman or other person employed & shall indemnify and keep indemnified GIPCL against all such damage, compensation against all claims.

17.2 GIPCL shall not be liable for any compensation payable by Law in respect of any demand, any accident or injury to contractor's workman / representative.

17.3 In case of any liability arise to GIPCL, on account of failure on the part of contractor; the same shall be adjusted from contractor's due payment.

18 INSPECTION

18.1 The Bidder representative will visit to GIPCL premises everyday to check performance & will report to GIPCL Authorized Officer.

18.2 The Bidder's Sr. Executive shall visit GIPCL periodically to review performance and get feedback from Authorized Officer of GIPCL.

18.3 GIPCL reserves the right to inspect at any times the books and record maintained by the contractor under this contract.

19 SAFETY CLAUSE

- 19.1 The Bidder shall observe all the safety and security rules and regulation of GIPCL which are at present in force and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail penalty and in case of grave violation of the terms of this contract, GIPCL may exercise the option of termination of the contract.
- 19.2 The Bidder employees shall not damage any property of GIPCL. The contractor agrees and undertakes that in case of default the damages as assessed by the Authorized Officer of GIPCL, whose assessment shall be final and binding to the Bidder and the same amount shall be recovered from the Bidder.

20 FAILURE & TERMINATION

- 20.1 In case the Bidder fails to give satisfactory services in providing different type of vehicle, then GIPCL has right to impose penalty and even terminate the contract at any time and will make alternate arrangement at the cost & risk of the Bidder.
- 20.2 GIPCL shall terminate the contract with immediate effect and holds the right to forfeit the security deposit / performance bank guarantee fully or partially at its discretion under following circumstances:**
- (a) If the contractor discontinues services without giving prior notice;.
 - (b) If the contractor is found engaged in any illegal activity within the GIPCL premises or while on GIPCL duty.
 - (c) If the contractor is found to be a party to any conspiracy which is detrimental to the interest of GIPCL.
 - (d) Non performance in providing services as per requirement.

21 GENERAL TERMS & CONDITIONS

- 21.1 GIPCL reserve the right to accept or reject any or all tenders without assigning any reason therefore and it will not be an obligation for GIPCL to award the work only to the lowest Bidder.

22 FORCE MAJEURE

- 22.1 Any delay in or failure of the performance of the either parties to the contract shall not constitute default hereunder or give rise to claims in damages, if any, to the extent of such defaults or failure in performance caused by occurrence due to act of God or public enemies, exploitation, or confiscation by the Government authorities, compliance any order or request of any Government Authorities, Act or war, explosions, rebellion or sabotage or fire, flood, draught, earthquake, epidemics or other natural calamities.

22 JURISDICTION

- 23.1 This contract shall be in all respect be construed and operated in terms of the Indian Contract Act and in accordance with the Indian Laws, which is in force from time to time and subject to exclusive jurisdiction of VADODARA City Courts only.

24 UNDERTAKING

- 24.1 I have thoroughly read and understood tender notice for ARC of transport for GIPCL – VADODARA. I fully endorsed all aspects of this tender notice and hereby undertake to confirm these provisions in the letter in spirit.

Date:

Place:

Name & Designation of Officer Seal

Name of Firm : _____

Address : _____

Address : _____

Name of Authorized persons: _____

Mobile No. : _____

Email ID : _____

GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA
ANNEXURE- IV for SCHEDULE OF RATE FOR OUR REGULAR
REQUIREMENT

Sr. No.	Item Description	Qty. Nos.	Charges per month for utilization up to 1500 kms & 10 hours	Charges per month for utilization upto 1500 kms & 24 hours	Charges per KM for extra kms. Exceeding 1500 kms.	Detention charges per Hr. (up to 6 hrs.) beyond 6.30 p.m.	Detention charges for hrs. Exceeding 6 hrs. (for night halt)
1	Diesel Xcent / Indigo AC or equivalent. For 10 Hrs	4 Nos.		0.00			
2	Diesel Xcent / Indigo AC or equivalent. AC. For 24 hours	1 No.	0.00			0.00	0.00
3	Diesel Jeep with Hard Top AC For 24 hours	1 No.	0.00			0.00	0.00

RATE FOR AMBULANCE:

Sr. No.	Item Description	Qty. Nos.	Minimum Charges per month up to 500 kms & 24 hours	Per KM running Charges.
4	Petrol Ambulance Van - AC For 24 hours	01		

NOTE:

GST will be paid on actual amount payable by GIPCL.

- Penalty as per decision of the controlling office of the company will be imposed for each occasion of non compliance / fault.
- Rates quoted should be firm & final (except fuel price variation)

Date:

Place:

Name & Designation of Officer Seal

Name of Firm : _____

Address : _____

Phone No. : (O) _____ (R) _____

Mobile No. : _____

Email ID : _____

GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA
ANNEXURE- V for SCHEDULE OF RATE FOR OUR CASUAL
BASIS REQUIREMENT

FOR OUR CASUAL BASIS REQUIREMENT

Sr. No	Item Description	Up to 80 kms per day (10 hours Duty) for local duty	Up to 250 Kms per Day (12 hours Duty) for Outstation	Extra Charges per Km.	Detention Charges per hour (Up to 6 hours)	Detention Charges for hours exceeding 6 hours (for Night halt)
		Approx.	Approx.			
01	Diesel Xcent / Indigo or equivalent – Non AC.	23	28			
02	Diesel Xcent / Indigo or equivalent – with AC.	20	50			
03	Swift Dzire or equivalent Car with A.C.	03	310			
04	Tata Indigo Car or equivalent with A.C.	03	110			
05	Tata Sumo / Trax/ Scorpio / with A.C.	05	10			
06	Tempo Traveler or equivalent to 15 seat capacity.	00	02			
07	Tata Sumo /Trax / Scorpio Non A.C.	02	04			
08	Innova with A.C.	06	180			
09	Honda City / Verna / Ford - Icon with A.C.	02	05			

Date:

Place:

Name & Designation of Officer Seal

Name of Firm : _____

Address : _____

Phone No. : (O) _____ (R) _____

Mobile No. : _____

Email ID : _____

**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

APPLICABLE GST TAX SLAB BID:

SR. NO.	DESCRIPTION	APPLICABLE GST IN %
1	ANNEXURE-IV FOR SCHEDULE OF RATE FOR REGULAR REQUIREMENT	
2	ANNEXURE-V SCHEDULE OF RATE FOR CASUAL REQUIREMENT	

NOTE:

Kindly note that all bidders shall mention specifically GST rate applicable in the above mentioned Annexure. GIPCL may consider GST as inclusive if they do not mention / left blank GST column as hereinabove.

Date:

Place:

Name & Designation of Officer Seal

Name of Firm : _____

Address : _____

Phone No. : (O) _____ (R) _____

Mobile No. : _____

Email ID : _____
