



GUJARAT INFORMATICS LIMITED

Block No: 1, 8th Floor, Udyog Bhavan,
Sector-11, Gandhinagar: 382 010
Phone No: 079-23256022
Fax No: 079-23238925

Email: info@gujaratinformatics.com
URL: www.gil.gujarat.gov.in

Tender Document for providing Vehicle(s) on Annual/Monthly Rate Contract/Call Basis

Last Date of Receipt of Tender : 29.05.2013till 1300 hours
Date of Opening of Tender : 29.05.2013at 1600 hours

Tender Fee: Rs. 1000
EMD :Rs. 25000/-

Details of Vehicles owned by the Tenderer :

Sr.No.	Vehicle Type	Make & Model	Registration no.	Year of Manufacture

(Please attach the copies of Vehicle Registration Book for each vehicle)

Details of Turnover for the last three years:

Year	Turnover in Rs.
2009-10	
2010-11	
2011-12	

Whether liable to pay Service Tax ? Yes No xempted

If yes, then details of Service Tax paid during last three years:

Year	Service Tax Paid in Rs.
2009-10	
2010-11	
2011-12	

Rate of Service Tax applicable if any: _____

GENERAL TERMS & CONDITIONS OF THE TENDER:

Tenders duly filled with full details shall be submitted **on or before 29.05.2012 by 1300 hours** at the above address in sealed cover. If, due to any reason, holiday is declared on this day, the tender form should be sent in such a way that it reaches on the next working day but within the previously set time.

The tenders received after the prescribed time limit shall not be taken into consideration.

The tenderer shall have to put initials at any correction made and on each page of the tender.

No conditional tenders shall be accepted and such tenders shall be treated as rejected.

The sealed cover shall be super scribed "Tender for providing Vehicle(s) on Annual/Monthly Rate Contract" in readable red letters.

Tender Processing Fee and Earnest Money Deposit (EMD)

The duly filled in tender shall be accompanied by a demand draft of Rs.1000/- towards the payment of Tender Processing Fee and another Demand draft of Rs. 25,000/- of any scheduled bank in favour of "Gujarat Informatics Limited" payable at Gandhinagar towards the payment of EMD. No interest shall be paid on the deposits of the tenderer.

The tenders without accompanying a demand drafts of the Tenderprocessing fee &EMD shall be rejected.

No tenderer shall withdraw his rates after the tender is opened. If a tenderer does so, his tender deposit shall be forfeited and such tenderer shall be considered ineligible for work/contract in future.

The EMD of the tenderers other than whose tender rates are accepted shall be refunded within one month. The EMD of the tenderer whose rates have been accepted and that of the L2 tenderers shall be refunded after the L1 tenderer deposits necessary "Security deposit" and accept the award of contract.

Necessary security deposit by way of Demand Draft shall be deposited immediately within seven days of the intimation to the tenderer whose tender has been accepted after which the EMD will be released. The EMD of the tenderer who does not do so, shall be forfeited and such tenderer shall be considered ineligible for work/contract in future. In such case, L 2 tenderer may be asked to deposit "Security Deposit" & the contract may be awarded to him at the discretion of the company.

Rates of the tender

Information/rates for providing vehicles shall be provided as per Annexure "A" and if any correction is made, initial shall be put after the correction is made. Taxes if any applicable should be shown separately. The tenderer will have to quote the rates for all the vehicles mentioned in Annexure "A". If, the tenderer fails to quote the rates for all the vehicles, his tender would be treated as incomplete & would be rejected.

Opening of the tender

The tenders received within the prescribed time-limit shall be opened on the same day at 1600 hours after the expiry of the time for acceptance of the tender in the presence of the tenderers or their authorized representatives present. If the interested tenderers or their authorized representative wish to remain present at that time, they may do so. If any tenderer or his authorized representative does not remain present, the authorized officer of the company shall take due note of that and open their tenders and take note of the rates, which will be binding to the tenderers. Tenders received not in the prescribed form shall be considered cancelled.

The rates quoted would be inclusive for all the services of the vehicle. It includes fuel cost, driver cost, and all other incidental expenses such as penalties for wrongly parked vehicle & other penalties due to traffic rules violation or any other duties.

The drivers shall not be treated as employees of GIL under any circumstances. The tenderer shall ensure that all statutory obligations such as insurance of vehicle and drivers, their registration etc. are fully complied at his cost.

All vehicles should be in excellent working conditions. Any of the vehicles

to be provided shall not be older than 4 years. The tenderer must be owning at least 4 number of vehicles as shown at part A of Annexure A in his own name.

The tenderer will furnish along with the tender upto date RTO papers, Insurance & pollution control certificates in respect of these vehicles. Such documents in respect of Indica (A/C) or equivalent which would be given on Hiring contract to GIL if available at the time of tender may be furnished along with the tender. However, after the award of the tender, if the tenderer fails to provide vehicles asked for by GIL, then his EMD/Security Deposit may be forfeited. Other vehicles shown at part B of Annexure A may be called on need basis.

The required vehicles will be made available at pick up point at Gandhinagar, Ahmedabad or any other city as may be notified by GIL. Kilometers will be counted from pick up point (Gandhinagar, Ahmedabad or any other city as notified by GIL) to drop point and not from garage to garage.

The contract binds the heirs, executors, administrators and successors and permitted assigns of the service provider with respect to all covenants herein, and cannot be changed except by written consent signed by the company

All claims arising out of accidents including damages to the vehicles and injuries including death of the people traveling in the vehicle and any other third party be owned and settled by the tenderer. GIL shall not be liable or responsible for such claims. When need arises, the tenderer will provide vehicles within half an hour.

A logbook & Kilometers Track Sheet (to be given by GIL) has to be maintained by the driver of the vehicle. Driver has to note Starting & ending kilometers, starting and ending time, purpose of journey and user's signature in the logbook. The payment will be made as per the details of the logbook. The cost of log book will have to be borne by the Tenderer.

Time - limit for the rates of tenders

The rates of the tender shall be considered to be in force for 60 days from the date of opening of the tender and during this period, the tenderers cannot withdraw his rates. For the interpretation of the time, the provisions of the Indian Limitation Act shall be applicable.

Consideration for the rates of tender

For the rates mentioned in the tender, if necessary, the L1 tenderer shall be called for negotiations after intimating him in writing at Gandhinagar. The rates arrived at during such negotiations shall be binding to all the tenderers.

Acceptance of the tender

A written intimation regarding approving the rates mentioned in the tenders shall be made to the concerned tenderer. Generally, intimation shall be made by R.P.A.D. /U.P.C. post. The Company shall not be responsible for delay in receiving the post.

Other terms & Conditions

The vehicle should comply with emission standards laid down by competent authority and statutes. The vehicle should comply with all pollution control regulations and norms.

It will be the responsibility of the Tenderer to provide well dressed driver with a valid license, with clear antecedent and mobile phone in working condition. The drivers must carry valid driving license while on duty.

The Tenderer will have to replace the driver or/and vehicle, if GIL is not satisfied with the service of the driver or the vehicle, as the case may be.

The Tenderer will have to make prompt arrangement for alternative vehicle in case the engaged vehicle goes out of order or breakdown.

In actual operation there is no objection to deployment of higher range of vehicles as stop-gap at no extra cost to GIL in case of any breakdown of existing car, being used by GIL.

Penalty will be imposed @ 100 Rs. per trip for delayed reporting of more than Half an Hour on duties subject to that such cases are not more than three times in a month. If such cases exceed three times in a month, The penalty would be doubled.

Failure to provide alternative transport on breakdown of the cars, resulting in GIL officials being transported by taxis, all expenditure in this regard will have to be borne by the tenderer, in addition to Rs.1000/- as the penalty for unsatisfactory service. This and such penalty amount will be deducted from the bills raised on GIL.

No private registered vehicle should be included and the same will not be allowed to use after award of contract. The Tenderer must provide tourist permit, if required by GIL.

For cancellation of reservation within less than 2 hours, no charges will be payable.

The Tenderer should be in a position to meet our additional requirements of vehicles of the above category at short notice without fail and delay.

The Tenderer should have proper office with minimum one Telephone / fax/Mobile number so that he can be contacted at any time and the driver of the cars should be connected with each other on mobile phone. The Tenderer should give their office and residential telephone number/ contact person(s) name in the tender document.

GIL is neither responsible nor liable to pay any compensation for injury/death caused to your operating staff in the event of any accident on your duty. You will make your own arrangements to meet such eventualities as per the existing Government rules/regulations.

In case of injury or loss of life to our Staff/Visiting Executives while traveling in your vehicle, you shall make arrangements to pay suitable compensation in accordance with law for the time being in force to each and every one of our affected staff or their heirs depending upon the merits of each individual case. Insurance claim settlement shall be time bound and the sole responsibility of the tenderer. In case of any third party claim against GIL for any act of the employees of the transporter, the transporter shall act as guarantor and indemnify GIL to the extent of all claims and expenses.

The Tenderer shall comply all the laws, rules, regulations applicable to him in respect of his staff and any breach thereof shall render the contract liable to

cancellation.

The Tenderer shall be solely responsible to comply with all the provisions of The Motor Vehicles Act and all other laws, rules, guidelines, etc. as applicable from time to time in respect of plying of vehicles.

The rate quoted by the Tenderer shall be inclusive of operational Maintenance, fuel oil, wages, insurance taxes, levies and other charges as may be levied by the Government, Local Bodies and other agencies and the incidentals.

All pages of the Tender Document should be duly initialed and stamped in token of having read and understood all terms and conditions and implication of thereof.

The rates should be clearly shown in words & figures. In case of any corrections, it should be signed over office stamp. The rates given should be complete and in full, in all respect.

GIL will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time.

Any litigation will be subject to the jurisdiction of the appropriate court at Gandhinagar only.

This contract may be renewed on expiry at the sole discretion of GIL on the same terms and conditions or at rates and terms mutually agreed upon and based on market conditions subject to the satisfactory performance of Tenderer.

Actual parking charges, toll taxes/inter-state taxes for journeys will be reimbursed on production of the actual bill/receipt along with the hiring charges bill.

In case the firm fails to provide vehicles as contracted on a particular day, the vehicles will be hired by GIL from any other source and the difference between the rate of the firm accepted by the GIL and the rate on which the vehicle is hired will be recovered /adjusted from the bills of the firm due for payment by the GIL. Further penalty of Rs. 1000/- shall be levied for such

default.

Failure by the Tenderer to comply with any statutory requirements and terms & conditions of this Tender during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender by GIL. In such a case, the security deposit will also be forfeited.

GIL is not liable to pay any payment of kilometer from the place of Tenderer to pick up point or from pick up point to Tenderer's place while reporting to GIL or while relieving from GIL.

GIL shall have the absolute right to accept any tender in full or part or to approve rates of more than one tender. The tenders approved in this way shall be binding to all the tenderers.

As far as possible, efforts will be made to approve the rates of one tenderer. However, if the company thinks it proper, the company may appoint more than one agency and it shall be binding to all tenderers.

The company shall have absolute right to accept any tender or to reject all the tenders without assigning any reasons. This also includes to accept or to reject a tender of the lowest rates.

Any other document as required by the company shall have to be produced within 3 (three) days.

The above terms and conditions are acceptable and binding to us.

Signature of the tenderer/agency

Name of the tenderer/agency

Place:

Date:

Seal of the tenderer/agency

Guidelines for Tenderers

Definitions:

- (a) Company : Gujarat Informatics Limited
(b) Tenderer/Agency : Person, firm or the company submitting tender in response to the tender notice shall be considered tenderer which also include the successful tenderer whose tender has been approved by GIL. The tenderer whose rates will be approved shall be considered as an agency for providing vehicle(s) on hire.

Period of Contract

The period of the contract for providing vehicle(s) on hire shall be 1 year. However; it can be extended at the sole discretion of the company on expiry of the contract at the same terms or with some changes as mutually agreed upon by the Company and the tenderer. Before the completion of the period of the agreement it can be cancelled by issuing written notice for any reason and the agency shall have no right to get any compensation.

Security Deposit:

Rs. 40,000 as security deposit shall have to be deposited within a week from the date of written intimation about the sanctioning of the tender after which EMD will be released. The amount of security deposit shall have to be paid by demand draft in favour of Gujarat Informatics Limited payable at Gandhinagar and no interest shall be paid on it. The amount of security deposit shall be refunded after the completion of the contract and after payment of all the bills of the agency.

If the period of the contract is extended by the consent of both the parties, the security deposit shall be refunded after the expiry of the period of the new contract and after the settlement of dues if any and payment of all the bills of the agency.

Payment of bills:

The bill will be paid within 15 days of the submission of the bill by the agency. If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.

Dispute

If any dispute arises about the interpretation of any condition, the decision of the Managing Director shall be final. If any dispute arises about this tender, its jurisdiction shall be Gandhinagar.

Outstanding Dues

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 15% shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

If conditions of these tenders are violated, the company can forfeit full amount of this security deposit or some of its portion as fine or for recovery of loss on account of any dues of the tender without prejudice to its right to take any other legal action (including cancellation of the tender). The agency shall have to remit the forfeited amount forthwith.

After the sanction of the tender if the tenderer fails to deposit the amount of the "Security Deposit" within the prescribed time limit, the amount of the Tender Deposit shall be forfeited and any additional expenditure that may have to be incurred due to such failure, shall be recovered from the agency and the agency shall be disqualified for any future work.

Any amount outstanding from the agency for any reason shall be recovered from his pending bills and the amount of the security deposit.

The above terms and conditions are acceptable and binding to us.

Signature of the tenderer/agency

Name of the tenderer/agency

Seal of the tenderer/agency

Place:

Date: