

1. Scope of work

The agency (transport service provider) will be responsible to provide the vehicles as per the demand of GIL.

2. Important Information

Contact Person for queries	<p>1) Mr. Vijay Prajapati (Deputy Director-Accounts) Gujarat Informatics Ltd., Block No. 2, 2nd Floor, Karmyogi Bhavan, Sector-10A, Gandhinagar. Tel. No: (079) 23259224 Fax. No. (079)23238925 Email : dy-dir-ac@gujarat.gov.in</p> <p>2) Mr. Vijay Jain (AGM-HR & Admin) Gujarat Informatics Ltd., Block No. 2, 2nd Floor, Karmyogi Bhavan, Sector-10A, Gandhinagar. Tel. No: (079) 23256026 Fax. No. (079)23238925 agm-hr@gujarat.gov.in</p>
----------------------------	--

3. Tender Fee and EMD

- The duly filled-in tender shall be accompanied by a demand draft towards the payment of EMD of Rs.5,00,000/- of any scheduled bank in favor of "**Gujarat Informatics Limited**" payable at Gandhinagar towards the payment of EMD of the tender. No interest shall be paid on the deposit of the tender.
- **The tenders without accompanying demand drafts of the EMD shall be rejected. No exemption will give in EMD.**
- 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 unsuccessful bidders will be refunded within one month or after the L-1 bidder signs the agreement and submits the security deposit and the tender deposit of the successful bidder will be refunded after submission of security deposit and signs of agreement.
- **Necessary security deposit shall be deposited immediately within fifteen days of the intimation to the tenderer whose tender has been accepted. The tender deposit of the tenderer who does not do so, shall be forfeited and**
- The Bidder shall bear all costs associated with the preparation and submission of its bid and the GIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Eligibility Criteria

- The agency meeting the following qualification criteria will be short listed and considered for technical evaluation and financial bid.

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal
1.	The agency should have experience of minimum Three (3) years in the field of transport service provider.	Certificate of Incorporation / partnership registration/affidavit or necessary proof. (Form 3 - A) Proof of IT returns submitted during past three financial years (2019-20, 2020-21 & 2021-22) to be attached. (Form 3 -B)
2.	The agency should have an average annual turnover of at least Rs.50 lakhs from the work of providing vehicles in the last THREE (3) financial years (2019-20, 2020-21 & 2021-22) as revealed by audited accounts.	(Form 4) Bidder have to submit the CA certificate mentioning Turnover for three years OR audited accounts for the mentioned years.
3.	The tenderer must own at least Five (5) vehicles in his own name (mentioned in Annexure A & B) . Inspection of these 5 vehicles may be undertaken by the committee of GIL office. Vehicles owned by members of the company owner's family / relatives, who are not directly involved in the agency, will not be considered.	The tenderer will furnish along with the tender up to date RTO papers, Insurance & pollution control certificates in respect of these 5 vehicles. (Form 5)
4.	The agency should have experience of at least 3 assignments of providing similar services to Govt./Semi-Govt./PSU in last THREE (3) years. (2019-20, 2020-21 & 2021-22)	Proof of work order need to be submitted for last three years. (At least one order in monthly base service and one order in call base service) (Form 6)
5.	Bidder must have its office in Gandhinagar/Ahmedabad.	(Form 7) The copy of Property tax bill/Electricity Bill/ Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof.
6.	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat.	Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices (Form 8)
7.	The bidder must have a valid GST Registration in India. Proof of service tax for the last THREE (3) financial year to be submitted. (2019-20, 2020-21 & 2021-22)	Proof of GST returns submitted during past three financial years (2019-20, 2020-21 & 2021-22) to be attached. (Form 9)

5. Period of Contract

The validity of the contract will be initially for the period of 2 years. This contract may be renewed for further period of one year 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.

6. Payment Terms & Time line

Payment shall be made within 20 days of the submission of the bill by the agency, subject to the fulfillment of the following requirements:

- Certificate from the authorized person on behalf of the Company the details of the vehicles provided by the agency and satisfactory work.
- The agency shall have to submit along with the bill, the copy of the log book, kilometers sheets signed by authorized person on behalf of the Company.
- If such copies have not been submitted, then the payment of bill will not be made by GIL.

7. Content of Envelop

Tender should be placed in following order

- Envelop for the “EMD”.

8. Penalty:

- **Penalty will be imposed @ 1.0 % of the value of bill per trip for delayed reporting (More than half hour of the reporting time) on duties subject to maximum of 10% of the bill value.**
- Failure to provide 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.
- 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.
- The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Managing Director, GIL and shall be binding to the agency. The penalty amount shall be recovered from the Tenderer from the pending amount of the Bills/ security deposit.

9. 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 GIL Office. The rates arrived at during such negotiations shall be binding to the tenderer.

10. Suspension

GIL may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

- Shall specify the nature of failure
- Shall request the agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure

11. Force Majeure

- Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, pandemic, epidemics, quarantine restrictions and freight embargos. The decision of GIL regarding Force Majeure shall be final and binding on the agency.
- If a Force Majeure situation arises, the agency shall promptly notify to GIL in writing, of such conditions and the cause thereof. Unless otherwise directed by GIL in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12. Termination

Termination for Default

- The GIL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
 - a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the GIL pursuant or
 - b) If the service provider fails to perform any other obligation(s) under the Contract.
 - c) If the service provider, in the judgment of the GIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Terminations for Insolvency

GIL may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the GIL

Termination for Convenience

GIL by written notice sent to the service provider may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the GIL's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

Amendment to the contract

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.

13. Taxes and Duties

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST, TDS etc.) on amount payable by GIL under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

14. 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 18 % 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.

15. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar, Gujarat only.

Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

16. Other terms & Conditions

- **All the vehicles provided to GIL must have been registered on or after January 2020.**
- **All cars are must in diesel variant.**
- All the vehicles shall be owned & registered in the name of the agency/ proprietor only. Attach list of vehicles as proof of point No. 3 of Eligibility Criteria.
- It will be the responsibility of the selected agency to see that all insurance of the vehicles, driver, third party insurance etc. are paid well in time. GIL will not be responsible for the above in any manner.
- If it is brought to the notice of GIL, that the selected agency is not paying all taxes like RTO / Income tax / GST etc. during the contract period, GIL will have the right to foreclose on the security deposit, stop payment of all outstanding payments and black list the agency.
- Tenders received after the due date and time will not be considered. Managing Director, Gujarat Informatics Limited, Gandhinagar reserves the right to accept or reject any tender or its part as per rules.
- If the selected agency does not confirm the bookings in a reasonable time limit or if the agency does not have the required vehicle, than GIL has the right to offer and hire the said vehicle from the open market and the selected agency will have to bear the excess rate paid by GIL for the same.
- Wherever specific terms and condition have not been spelt out in tender document, General Finance and Accounts Rules of the State Government shall apply.
- 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.
- The drivers shall not be treated as employees of GIL under any circumstances. The tenderer shall ensure that all statutory obligations, if any, with respect to the employees are fully complied at his cost.
- All vehicles should be in excellent working conditions. The tenderer will furnish along with the tender up to date RTO papers, Insurance & pollution control certificates in respect of all vehicles owned by him. However, after the award of the tender, if the

- tenderer fails to provide vehicles asked for by GIL, then his Tender Deposit/Security Deposit may be forfeited. Other vehicles 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. Logbook should be neatly and clearly written by the driver. In case of any ambiguity the kilometer written should be considered Zero. 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.
 - **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 in Ahmedabad/Gandhinagar 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 preferably by 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 at 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 with 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 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, toll 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 thereof.**
- The rates should be clearly shown in words & figures. If there will be any discrepancy in the rates which is written in figures and words than the rates written in words will be considered. 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.
- 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.
- 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.
- The company shall have absolute right to accept any tender or to reject all the tenders without assigning any reason. 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.
- For calculation of invoice by the tenderer, nearest slab mentioned in Annexure A & B will be considered.
Ex: if a car has run for 2200 km for a particular month, slab mentioned for 2000 km as affixed charge and 200 kms will be calculated as per km rate will be applicable.
- For calculation of 12 hours a day, starting hours will be calculated from the time when journey begins.
- No extra hours will be paid if car is engaged for full months.

- No TA/Lodging will be given to the driver if the car is engaged for overnight or outstation trips.
- The rates quoted would be inclusive for the services of the vehicle. It includes fuel cost, driver cost, and all other incidental expenses such as parking charges, toll tax charges penalty etc. due to traffic rules violation or any other duties.
- Above mentioned quantities are indicative and for price bid evaluation only. Actual quantities will as per the requirement of TENDERER during the contract tenure
- The basis of price bid evaluation shall be “Least Cost Evaluation”
- Quantity is notational and for calculation purpose. Actual order/bill will be placed separately
- 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

Technical Proposal Forms

(Bids containing details as asked in below forms will only be considered)

Forms

The following are the response formats to be used by bidders for Proposals related to selection of agency:

Sr. No	Form	Details	Eligibility Criteria
1	Form 1	Covering Letter	
2	Form 2	General Information	
3	Form 3 - A	Certificate of Incorporation/ Partnership registration/ affidavit or necessary proof	Point No.1
	Form 3 - B	Proof of IT returns – past Three (3) years (2019-20, 2020-21 & 2021-22)	
4	Form 4	Financial Details (Audited turnover copies of last THREE (3) years (2019-20, 2020-21 & 2021-22))	Point No.2
5	Form 5	Details of vehicles owned by Tenderer	Point No.3
6	Form 6	Work experience of similar services to Govt./Semi Govt./PSU	Point No.4
7	Form 7	Self-attested declaration on letter head for address proof	Point No.5
8	Form 8	Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices	Point No.6
9	Form 9	Proof of IT returns of last THREE (3) financial year (2019-20, 2020-21 & 2021-22)	Point No.7

Form 1 – Covering Letter (To be submitted on the agency letterhead)

Date:

To,
Dy. Director (Accounts)
Gujarat Informatics Limited
Block No.2/2, Karmyogi Bhavan, “D” Wing,
Sector – 10A, Gandhinagar - 382017
Gujarat, India

Subject: Submission of proposal in response to the RFP for Providing Vehicle(S) Annual/Monthly Rate Contract

Dear Sir/Madam,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your bid no _____ dated _____ for “**RFP for Providing Vehicles on Annual / Monthly Rate Contract**” in full conformity with the said RFP document.

1. We have read the provisions of the RFP document and terms & conditions that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date of financial Opening and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are awarded the contract, we undertake to provide a Security Deposit in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation Contained in it may lead to our disqualification.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and Conditions of this RFP.
6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices by any department/office of Government of Gujarat.
7. We understand you are not bound to accept any proposal you receive.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of agency:

Address:

Form 2 - General Information:

Sr. No	Particulars	Details to be furnished	
1.	Details of responding Agency		
a)	Name		
b)	Address		
c)	Telephone		Fax
d)	Website		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (please attach proof)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding Agency		
a)	Status of Agency(Public Ltd. / Pvt. Ltd /Partnership etc)		
b)	No. of years of operation in India/ Gujarat		
c)	Details of Registration (Ref e.g. ROC Ref #)	Date	
		Ref #	
d)	Income Tax Registration number.(PAN)		
e)	GST Registration No.		
f)	Locations and addresses of offices		

Form 3 – A – Certificate of incorporation/partnership registration/affidavit or necessary proof.

Form 3 – B – Proof of IT returns of last three financial year

(Attach audited photocopies of (2019-20, 2020-21 & 2021-22))

Form 4 – Financial Details

Turnover of Agency (in Rs. / lakhs)		
a)	FY 19-20	
b)	FY 20-21	
c)	FY 21-22	
Average Turnover		

(Please attach relevant documents as proof in support of above declarations)

Form 5 - Details about Vehicles owned

Sr. No.	Vehicle Type	Owners Name	Make & Model	Registration No.	Year of Manufacture
1					
2					
3					
4					
5					
6					
7					
8					

(Please attach the copies of Vehicle Registration Book for each vehicle and extra sheet if required. Bids without attached details as required will be disqualified)

Form 6 – Similar work experience during last THREE years in Govt./ Semi Govt./PSU (2019-20, 2020-21 & 2021-22).

Sr. No	Name & Address, Phone No. of Client	No. of Vehicles provided	Vehicle Type	Period of Contract		Whether Govt./Semi Govt./Autonomous bodies/PSU's (Pl specify)	Value of Engagement	Reason for termination (if currently not valid)
				From	To			

Please provide Work Order/ Client Letter/ Job Completion Certificate for each of the assignments provided mentioned above. In absence of any of the above documents, details shall not be considered for evaluation

Form 7 - Number of locations at which the agency is operating (Address Proof)

* Please attach relevant documents as proof in support of above declarations

Form 8 - Notarized affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & Fraudulent practices.

(Please submit as per below format)

Declaration

RFP for Providing Vehicles on Annual/Monthly Rate Contract to Gujarat Informatics Ltd, Gandhinagar (Tender No. P&A 202223/05)

I _____ authorized signatory of the agency _____ confirm that there is no police case pending against our agency relating to previous service contracts.

I _____ authorized signatory of the agency _____ is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.

For, Name of Agency

Authorized Signatory

Form 9 Proof of Service Tax/GST returns of last THREE financial year

(Attach audited photocopies of **2019-20, 2020-21 & 2021-22**)