

	<p>Request for Proposal (RFP) for Selection of agency for providing vehicles on contractual basis for Gujarat Fibre Grid Network Limited (GFGNL)</p>
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**Issued by:**



**Gujarat Fibre Grid Network Limited (GFGNL)**

A Government of Gujarat Company

Block No: 1, 8<sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010

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## 1. Background and objective:

The Gujarat Government has setup a Special Purpose Vehicle (SPV) namely “Gujarat Fibre Grid Network Limited” (GFGNL) to implement Phase-II of BharatNet Project in Gujarat. This SPV has been created to synergize with the efforts of Government of India under the National Optical Fiber Network and Digital India initiative and make focused efforts to actualize a state-to-village fiber grid and to facilitate building common Government owned infrastructure to provide internet facilities to residents of State of Gujarat.

There are 7900+ GP locations covered under BharatNet Phase – II. Further,GFGNL are intend to connect various offices/locations of Government departments like Health department, Home department, Education department, Finance department, Electricity department etc. with BharatNet Phase – II network to get internet & intranet connectivity with Gujarat SDC.

BharatNet Phase – II Network covers almost 50% of geography of Gujarat state. This information is provided to bidders so that they can get an idea about the likely scope available under this RFP. The scope of this RFP is not limited to above.

The Gram Panchayats (GPs) connected under BharatNet Phase-II divided into two packages, each containing a group of GPs for convenience of implementation. As part of the initial scope a total of 7692 GPs spread over 22 districts shall be connected through fibre grid.

The project implementation shall be spread over across following districts as part of scope of BharatNet phase II and Horizontal connectivity :

Name of the Districts	
Ahmedabad	Botad
Dahod	Dwarka (Devbhoomi Dwarka)
Godhara (Panch-mahal )	Jamnagar
Junagadh	Lunawada (Mahisagar)
Modasa (Aravalli)	Morbi
Palanpur ( Banas Kantha)	Rajkot
Rajpipla (Narmada)	Surat
Surendranagar	Valsad (Dang)
Vadodara	Veraval (Gir- Somnath)
Vyara (Tapi)	

GFGNL is having offices at field level in above mentioned districts and manpower designated at various stations.

In order to provide movement and ensure proper mobility to the GFGNL officials and assisting agencies, GFGNL intends to appoint an agency to provide vehicles of different categories at the disposal of GFGNL for Bharatnet phase II ,Horoozntal and upcoming projects in Gujarat.

The GFGNL corporate office is presently located at 5th floor, Block 6, Udhyog Bhavan, Sector 11, Gandhinagar, Gujarat 382010 and shall be operating out of Udhyog bhawan, office.

The agency is required to provide dedicated vehicle(s) at Gandhinagar i.e. corporate office, chosen district headquarter(s) and as per requirement of GFGNL arising in future.

## 2. Notice Inviting Proposal and Necessary Instruction

Name of the work	Request for Proposal (RFP) for Selection of agency for providing vehicles on contractual basis for Gujarat Fibre Grid Network Limited (GFGNL) RFP REFERENCE NO DST/GFGNL/Admin/Hiring of Vehicle/2023/
RFP No.	
EMD (bid Security / Security deposit)	As per GEM Bid <b>“Gujarat Fibre Grid Network Limited”</b> drawn on any scheduled bank and payable at Ahmedabad/Gandhinagar OR EMD in the form of bank guarantee of validity for 180 days from the due date of bid submission in favour of “CFO,Gujarat Fibre Grid Network Limited“ from <ul style="list-style-type: none"> <li>• All Nationalized banks including the Public sector banks - IDBI Ltd.</li> <li>• Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank</li> </ul>
Contract Period	The rate provided by the selected agency will be valid from the date of award of work till next two (2) years
Opening of Bid	00.00.2023 at 17.00 hrs Place:- Gujarat Fibre Grid Network Limited (GFGNL), Block No: 1, 8th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
Bid Validity	180 days, From date of bid opening
Contact persons (for any Clarifications)	1) Chief Finance Officer (CFO), Gujarat Fibre Grid Network Limited (GFGNL), Block No: 5, 6th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010 <a href="mailto:cfo@bharatnet.gujarat.gov.in">cfo@bharatnet.gujarat.gov.in</a> 2) Deputy General Manager – HR/Admin, Gujarat Fibre Grid Network Limited (GFGNL), Block No: 5, 6th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010 <a href="mailto:dgm-hra-gfgnl@bharatnet.gujarat.gov.in">dgm-hra-gfgnl@bharatnet.gujarat.gov.in</a>

### 3. Scope of Work

Commercial proposals are invited from reputed taxi /tour operator / service providers / Agency / firm for hiring of vehicles on contractual basis for a tenure of two (2 ) years at different locations in Gujarat.

#### APPROXIMATE REQUIREMENT OF VEHICLES

S NO	Vehicle Make & Type	Approximate no of vehicles required *	Proposed Base Location of vehicle	Km per month requirement	Type of use envisaged
1.	Sedan-As per GeM criteria-	1	Gandhinagar	3000	Base location to project office(s) and field site(s)
2.	Sedan-As per GeM criteria-	1	Gandhinagar	3000	Base location to project office(s) and field site(s)
3.	Sedan-As per GeM criteria Pool Car	1	Gandhinagar	3000	Base location to project office(s) and field site(s)
4.	Sedan-As per GeM criteria	1	Gandhinagar	3000	Base location to project office(s) and field site(s)

Note: Above tabulated requirement is purely projected with an intention to facilitate bidder to submit rates. The actual requirement shall be varying from time to time and may increase or decrease up to any extent which shall be abiding to bidder.

Selected agency should have to comply with and fulfil following terms & conditions:

- a) Agency will have to professionally manage vehicles deployed for smooth transportation of GFGNL project officials from base location to project office(s) and field site(s); from field offices in districts to project office(s), execution site(s) and Gandhinagar and/or any other individual location based requirements during the project execution including field visits which may last two-three working days.
- b) Agency to ensure that the vehicles are in good condition with sufficient fuel at all times and they have all the required permissions and papers as required under the govt. regulations such as registration, pollution certificate (PUC), insurance, tax, fitness certificate, etc.
- c) The car/vehicle should be maintained regularly and properly by the agency and should have clean interior and exterior. The seats should be covered with neat seat covers, which should be replaced regularly.
- d) The agency shall put into service only registered, petrol or diesel driven vehicles with registration and model (commercial number plate) not more than 3 years old from the date of submission of bid.
- e) The vehicles allocated shall treat their designated base location as starting point for billing purposes.
- f) Agency should appoint/nominate a single point of contact for coordination and handling all requests, communication, etc. from GFGNL.
- g) The car/vehicle put into service should carry the following documents and articles:
  - i. Valid Registration Certificate issued by the concerned RTO (Gujarat registration).
  - ii. Valid fitness certificate.
  - iii. Valid PUC Certificate.
  - iv. Valid Road Tax Receipt / Certificate
  - v. Valid Insurance Policy document of the car.
  - vi. Tool box, fire extinguisher, first aid kit, small spares, jack, warning triangle and extra tyre in usable condition.
- h) The agency shall ensure that,
  - i. the driver's employed hold valid driving license, conversant in Gujarati and Hindi, familiar with the driving rules and regulations and the knowledge of routes in Gujarat
  - ii. All the drivers employed by agency should wear proper uniforms while on duty.
  - iii. the driver report to the user on time and maintain punctuality during duty hours
  - iv. the driver should always remain with the vehicle while on duty and in case of any urgency he should seek permission of the user before leaving the vehicle
  - v. Each driver employed by the firm must have a cell-phone duly activated
  - vi. The driver assigned duty with the car/vehicle should not be changed unless it is very urgent or unavoidable. In case, GFGNL intimates its desire to change the driver, the agency should comply for the same in seven (7) days.
  - vii. They have to be extremely courteous with pleasant mannerism in dealing with the GFGNL officials. GFGNL shall have right to remove any person in case the personnel is not performing the job satisfactorily. The agency shall have to arrange the suitable replacement in all such cases.
- i) In case of any breakdown of car at the time of duty, the agency shall make arrangements promptly for another similar vehicle within two(2) hours of breakdown and no amount for bringing the vehicle from the breakdown point to the service station shall be paid.
- j) In case replacement vehicle is not arranged and the user of the broken down car hires another vehicle / taxi, the amount equivalent of hiring the vehicle shall be deducted from the bill of the agency.
- k) The agency shall not change the vehicle once assigned and shall remain in service permanently till allowed to change during the contract period.

- l) The agency shall send the vehicle for periodical servicing at its own cost. The servicing shall be done on holidays and if vehicle is required on such days due to any exigency the agency shall provide a substitute vehicle of same make and model. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the agency's liability.
- m) Penalty/legal actions imposed by police / government departments / statutory bodies for violation of any norms or regulation shall be sole responsibility of the agency. GFGNL shall not be responsible for such payments or actions.
- n) There should be no legal case/complaint pending with the police/ any government body against the Proprietor/Firm/Partner/associate or the Company (Agency) including employed drivers.
- o) The vehicle shall be available from 8:00 am to 8:00 pm on all working days i.e. Monday to Saturday and occasionally on not more than two Sundays in a month during which vehicles shall be used for official purposes.
- p) Field trip may begin anytime after 8:00 am in the morning and on the day of return may come back late in the night to the base location.
- q) For any outstation travel no night charges shall be applicable. In case of outstation night halt, a compensation of Rs 500 per night shall be paid extra. GFGNL shall not be responsible for making any expenses towards meals, boarding and lodging made by the driver.
- r) Any travel exceeding the monthly contractual limit i.e. 3000 km shall be as per Service Level Agreement mentioned in GEM.**
- s) Tampering of meter reading, vehicle usage timings, overwriting of summary/log book sheets and misbehavior by the drivers while on duty shall be viewed seriously and may lead to even cancellation of the contract at the discretion of the GFGNL.
- t) The agency shall not employ any person of age below 18 years and the persons so engaged shall be sound in health capable of performing their work as per instructions.
- u) The agency shall issue necessary identity cards to its personnel and shall keep and maintain a complete record of all the personnel who are assigned any work at the in pursuance of this contract.
- v) The personnel deployed by the agency shall be smartly dressed in neat and clean uniform (refer annexure for specimen)having Identity Card containing Photo, Name & Address, and date of birth, failing which it will invite a penalty of Rs.500/- each occasion. The penalty on this account shall be deducted from the agencies bills and repeated default may lead to cancellation of contract.
- w) The agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, damage to infrastructure or misuse of the premises of the GFGNL.
- x) All liabilities in terms of man or kind, arising out of accident or death of any employed personnel while on duty/and or third party shall be borne by the agency.
- y) Any agency/person(s) selected/involved either directly or indirectly with any other work with GFGNL is/are not eligible to participate in this tender process.
- z) Bidders should bundle all the costs associated (Vehicle and running cost ,fuel ,salaries, allowances, maintenance, uniform and any other upkeep costs) as part of commercial.
- aa) Toll taxes, out of state passing tax, parking's, etc. shall be paid by GFGNL during the contract period on actual basis on receipt of valid payment proof and shall be borne by the agency itself and bidders have to submit it with monthly bills only for reimbursement purpose.
- bb) The work order shall be issued only for the actual requirement and not for the requirement as mentioned above.
- cc) Any further requirement in addition to the numbers as mentioned above shall be procured only on the basis of monthly base rental price derived from above financials.
- dd) Agency is required to submit duty slip of the vehicles reserved for GFGNL duly signed by the officials from GFGNL / any other authorized person consuming the services with the invoice. A sample proforma of duty slip is provided in the annexure.
- ee) The drivers on duty should ensure that the car is accompanied with a log book issued for it. The log book should be presented to the user of the car for noting daily opening

- and closing meter readings at the point of reporting and release respectively. The payment will be made for the mileage (in kms) covered between these two readings only. No extra mileage/amount shall be paid for a vehicle to report from or to go back to garage.
- ff) At the time of deploying manpower, the agency shall strictly comply all the applicable labour laws /Acts norms including but not restricted to the age of the workers, minimum wages, conditions of employment, etc. and shall also ensure that a police verification, background verification and security check for all the personnel engaged. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GFGNL to initiate appropriate action regarding the same.

#### 4. Qualification Criteria

- a) Agency should be valid GST registered firm and have a office in Gandhinagar or Ahmedabad.
- b) Agency should have supplied at least 15 vehicles (light(SUV) and/or MUV vehicle) to one or more government agencies/PSU/Government bodies simultaneously during the last 3 years as on date of submission of proposal.
- c) No legal proceedings with any of the clients and its employees related and/or proposed to the services of the bidding agency and or its affiliate/associate. Agency should neither be blacklisted from any of the Govt. of Gujarat, Govt. of India or State government PSUs nor should be declared bankrupt and have a pending arbitration as on the date of bid submission. An affidavit to this effect should be provided by the agency and associate (if any) on appropriate stamp paper.

#### 5. Instruction to Bidding Agencies

##### 2.1 General Terms and Conditions:

- Tenders duly filled with full details shall be submitted on or before 00.00.2023 by 1500 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 every 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 Vehicles on Annual/Monthly Rate Contract" in readable red letters.

##### 2.2 Tender Fee and EMD

- The duly filled-in tender shall be accompanied by a demand draft towards the payment of EMD as per GEM Bid of any Online/scheduled bank in favor of "Gujarat Fibre Grid Network 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 Online/ demand drafts of the 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 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 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.

There is no any exemption /relaxation for EMD submission.

- The Bidder shall bear all costs associated with the preparation and submission of its bid and the GFGNL in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## 6. Pre-Bid Meeting

Pre-qualification details & Technical Bids will be opened in the presence of Bidders or their authorized representatives who choose to attend on the specified date and time.

A prospective bidder requiring any clarification on the RFP Document may submit his queries, via GeM or email to [dgm-hra-gfgnl@bharatnet.gujarat.gov.in](mailto:dgm-hra-gfgnl@bharatnet.gujarat.gov.in) on or before last date specified in the RFP.

1. GFGNL will host a Pre-Bid meeting for queries (if any) by prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the Pre-Bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. Details of the Pre-Bid meeting are:
  - Date and Time: As indicated in notice inviting proposal
  - Venue: Gujarat Fibre Grid Network Limited (GFGNL), Block No: 5, 6th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
2. The queries should necessarily be submitted in the following softcopy format and **should be in Microsoft Excel only** (.xls or .xlsx formats):

Request for Clarification		
Name and Address of the Organization Submitting Request	Name and Position of Person Submitting Request	Contact Details of the Organization / Authorized Representative
Name: Address:	Name: Designation:	Tel: Mobile: Fax: Email:

Sr.	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

(No PDF or Scanned images)

3. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the <https://dst.gujarat.gov.in/tender.htm> and <https://bharatnet.gujarat.gov.in/tenders>

## 7. Proposal Submission & Evaluation

- a) Proposal preparation:
  - i. The proposal should be short, concise & include all points indicated in the document.
  - ii. The Proposal shall be typed or written in indelible ink and should be in English. Proposal in other language would not be accepted. The pages and volumes of each part of the Proposal shall be clearly numbered. The Proposal shall contain all the information required herein and references of previous submissions shall not be considered
  - iii. The bidder shall submit price bid / offer in Indian Rupees and payment under this contract will be made in Indian Rupees only
  - iv. The bidders shall bear all costs associated with the preparation and submission of their proposals.
  - v. At any time before the submission of Proposals, GFGNL may amend this document by issuing an addendum, which shall be binding on the agencies.
- b) Proposal Submission:
  - i. All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly
  - ii. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
  - iii. The proposals shall be signed and submitted by the Authorized Signatory of the Agency. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/ board resolution or in any letter by board/owner authorizing that the representative has been dully authorized to sign.
- c) Proposal Evaluation:
  - i. The evaluation of the bid will be considered of only those bidders who
    - have furnished bid fee and security deposit of prescribed amount as per the tender
    - meet the eligibility criteria as mentioned in the qualification criteria of tender document and have furnished documentary proof in respect of the same
  - ii. The bids of the non-conforming bidders shall be rejected without evaluation.
  - iii. The proposals shall be evaluated in single stages i.e. financial evaluation.
  - iv. The evaluation of proposals shall be on the principle of Lowest cost (L1) Based Selection based on the financials submitted. The assignment shall be awarded to the bidder submitting the technical eligibility documents in order and offering the lowest final commercials, as decided by the selection committee.
  - v. For financial evaluation, Price excluding Tax shall be taken into consideration
  - vi. Agency is required to furnish the commercial quote as mentioned under financial bid format at annexure. Revelation of commercial details other than envelope C shall lead to disqualification of the bid.
  - vii. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.

## 8. Termination /Suspension of Agreement

- a) The contract can be terminated at any time prior to its completion by either Party with one month's of notice period
- b) The GFGNL after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events listed below, may terminate the agreement after giving the service provider reasonable opportunity of being heard.

- If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of a previous notice or within such further period as the Management (GFGNL) have subsequently approved in writing.
- If the service provider becomes insolvent or bankrupt
- If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 15 days or
- If, in the judgment of the Management of GFGNL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

## 9. Other Terms & Conditions

### 8.1. Special Instructions

- a) The drivers should have valid driving license of respective category and be in custody of all document such as registration certificate, puc, insurance, tax etc.
- b) The vehicle insurance shall cover GFGNL employees in case of accident and fatal injuries.
- c) Agency to ensure that the drivers are courteous and in uniform and able to understand English/Hindi and the local language i.e. Gujarati.
- d) Agency to organize an orientation program for the drivers to apprise them about their duties and routes for the projects.
- e) Agency to ensure that drivers should know the local roads and important locations in Ahmedabad and Gandhinagar and across Gujarat.
- f) Agency may tie up with its associate or any other travel agencies for procuring vehicles at different location however all communications, billing and payments shall be in the name of bidding agency. In such cases, the terms and condition mentioned in this RFP document should be adhered to.
- g) The selected agency is required to provide performance bank guarantee from scheduled bank 3% of Bid amount. within 15 days of award of work along with acceptance of work order, valid up to 180 days beyond the tenure of contract.
- h) Successful bidder shall have to sign a legal contract with GFGNL within seven (7) days from receipt of proforma contract from GFGNL. Failure to do so may result in termination of the work order and the security deposit and/or performance bank guarantee (PBG) may be forfeited by the GFGNL. The decision of GFGNL will be final and no argument will be allowed.
- i) GFGNL will not be held responsible for any accident take place and damage the vehicle/s. In such case, the agency will be sole responsible and it cannot claim from GFGNL for any damage occurred thereof.
- j) The kilometer and time will be calculated from point of pick up i.e. designated base location to the point of drop
- k) Duty slips have to be submitted with the signature and mobile number of the user
- l) There shall be a deduction of Rs 500 in case vehicle does not reach in time without any prior notice for GFGNL officials.
- m) There shall be a deduction of Rs 250 for reporting of instances of driver's misconduct, dirty vehicle, vehicle breakdown (not exceeding two (2) hours on duty), etc. by GFGNL officials.
- n) The other contingency vehicle if arranged in situation(s) such as breakdown (exceeding two (2) hours) or no show cases, the entire cost will have to be borne by the agency.
- o) Daily record indicating time and mileage for each vehicle shall be maintained in a Log Book. No payment shall be made without submission/verification of Log Book.

### 8.2. Validity of the Proposal

- a) The Proposal shall remain valid for 180 calendar days after the date of the opening of the tender documents. Both the parties would endeavor to complete the process of selection and enter into agreement before the validity period.

- b) In exceptional circumstances, prior to expiry of the original Proposal Validity Period, GFGNL may request the agency to extend the Proposal Validity Period for a specified additional period.

### 8.3. Disqualification

The following events and circumstances may result in disqualification of the applicant from the bidding process:

- a) Submission of Proposal after the Proposal Due Date
- b) If the Proposal contains misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements
- c) DD / online and EMD not in order as per RFP
- d) If the Proposal contains conditions other than the conditions mentioned in this document or any additional condition put in by the agency to the GFGNL
- e) If the Proposal submitted with incomplete information such proposal will be considered non responsive.
- f) Agency is unable/fails to provide clarifications related to its Proposal
- g) Agencies who attempt to influence the qualification or selection process shall be disqualified from the process at any stage
- h) GFGNL reserves the right to reject or disqualify the proposal, if any detrimental information becomes known after the agency has been qualified.
- i) GFGNL reserves the right to reject the Applicant, at the time, or at any time after such information becomes known
- j) In case of such disqualification under any circumstances, the decision taken by GFGNL shall be considered as final and binding

### 8.4. Payment Condition

- a) Work order for providing vehicles will be awarded separately as per GFGNL's requirements on quarterly basis, based on the rates derived from the commercial quoted by the bidder.
- b) GFGNL's decision regarding vehicle category deployment shall be final.
- c) GFGNL will not make any advance payment to the selected agency towards making the arrangements of transportation.
- d) The selected agency will be required to submit invoice on monthly basis and the original copy of duty slip duly providing the name, mobile no. and signature of the user and driver
- e) The agency will submit the bill, in the name of Gujarat Fibre Grid Network Ltd. not later than 7<sup>th</sup> of each month.
- f) Bills submitted will be processed and payment will be released within 30 working days if found proper as per and subject to the provisions of the contract
- g) Specimen of Duty slip provided under annexure will only be valid. No other format of agency will be considered for final payment
- h) GFGNL shall not be liable to make any payment to selected agency for any arrangements made without the consultation and approval of authorized person from GFGNL
- i) 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 GFGNL 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 GFGNL for the same.

### 8.5. Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to

take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible

# Annexure

**Bid Documents Checklist**

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	EMD of as per GEM Bid Security (DD/ BG as per Format provided)		
2.	Bid Letter (Format A annexure)		
3.	Board resolution / power of attorney/ Authorization letter in the name of authorised signatory		
4.	Copy of certificate of incorporation		
5.	Certificate from authorised signatory certifying the project handled by the agency in last 3 years (Format B annexure)		
6.	Bidder's information sheet (Format C annexure)		
7.	Undertaking of not being blacklisted, declared bankrupt and having no on-going legal proceedings (Format D annexure)		
8.	Commercials for Vehicle requirement on monthly basis (Financial bid format annexure)		

## Technical Bid Formats

### FORMAT – A

(To be Signed and submitted by agency on their letter heads)

Declaration regarding Acceptance of Terms & Conditions contained in the Tender Document

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 1, 8th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Sir,

I have carefully gone through the Terms & Conditions contained in the Request for Proposal (RFP) for Selection of agency for providing vehicles on contractual basis for Gujarat Fibre Grid Network Limited (GFGNL). I declare that all the provisions mentioned in the tender document are acceptable to my Company.

I/We abide by the provisions of prevailing Motor Vehicle Act, Minimum Wages Act, Contract Labour Act and other statutory provisions like Employee Provident Fund Act, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the Drivers deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.

I/We agree for unconditional acceptance of all the terms and conditions set out in the Bid document (and subsequent clarification/corrigendum, if any) document .I/we agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

I/We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration

Yours Truly,

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**Authorized Signatory**

**Seal of the Company**



Format – B

(To be Signed and submitted by agency on their letter heads)

Certificate from authorized signatory certifying the work carried out by the agency in last 3 years

Name of the Client	Address, Contact details (address, Phone no. and email ID of the client)	Vehicle Category (specify make & model)	No. of vehicles supplied	Duration of the Project/ event (Commencement date and completion date should also be mentioned)

I hereby certify that above information about the project undertaken and the copies of work orders enclosed with this document provided by <Name of the agency> <Registered Address> is verified and found true to my knowledge.

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Authorized: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Signatory**

**Seal of the Company**

Format C

Bidders Information Sheet Format

(To be submitted by agency and associate on their letter heads)

<b>Bidder Information Sheet</b>		
<b>#</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Organization	
2.	Type of Organization (Pvt. Ltd./Public Limited/LLP/Others)	
3.	Company Registration Details	
4.	Address of Registered Office	
5.	Address of Branch office(s) in Gujarat (if any)	
6.	Date of Registration	
7.	PAN details	
8.	GST Registration details	
9.	No. of Years of Operation in Gujarat	
10.	Authorized Signatory Name	
11.	Authorized Signatory Designation	
12.	Authorized Signatory Contact Details	

I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration

Yours Truly,

**Authorized Signatory**

**Seal of the Company**

**Name & Designation**

**Date**

Format –D

Undertaking of not being blacklisted and having no on-going legal proceedings

(To be submitted by agency and associate on their letter heads)

To  
Chief Finance Officer (CFO)  
Gujarat Fibre Grid Network Limited (GFGNL),  
Block No: 1, 8th Floor,  
Udyog Bhavan,  
Sector-11, Gandhinagar -382010

Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
“Request for Proposal (RFP) for Selection of agency for providing vehicles on contractual basis for Gujarat  
Fibre Grid Network Limited (GFGNL)”, as an Owner/Partner/Director of  
\_\_\_\_\_, I/We hereby declare that presently our Company/Firm  
\_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent  
practices either indefinitely or for a particular period of time by any State/ Central Government/PSU.

We further declare that presently our Company/Firm \_\_\_\_\_ is not blacklisted and not  
declared ineligible for reasons other than corrupt and fraudulent practices by any State/Central  
Government/PSU on the date of bid submission.

I/We confirm that we have not been levied financial penalty or any major penalty in the past by any of our  
client/principal employer and also declare that our firm/agency/company doesn't have any existing  
litigation and terminated by any client in India

I/We confirm that we never filed any law suits or requested arbitration with regard to any contract within  
the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or  
our officers. Bankruptcy was never filed by us, our subsidiaries or our parent companies. We were never  
cited by any regulatory agency for a safety violation in the last five years.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken,  
my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled

I further certify that I am an authorized signatory of my company and am, therefore, competent to make  
this declaration

Yours Truly,

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

## Bank Guarantee format

(To be typed on non-judicial stamp paper)

In consideration of the ....., having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said agency') from the demand under the terms & conditions of an agreement/ Advance Work Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the **“Request for Proposal (RFP) for Selection of agency for providing vehicles on contractual basis for Gujarat Fibre Grid Network Limited (GFGNL)”** (hereinafter called "the said Contract"), of security deposit for the due fulfilment by the said PIS of the terms & conditions contained in the said Contract, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (agency) do hereby undertake to pay to the State/SIA an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by GFGNL by reason of any breach by the said agency of any of the terms & conditions contained in the said Contract.

We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the State/SIA by reason of breach by the said agency' of any of the terms & conditions contained in the said Contract or by reason of the agency' failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of State/SIA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

We undertake to pay to the GFGNL any money so demanded notwithstanding any dispute or disputes raised by the agency in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the agency shall have no claim against us for making such payment.

We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the State/SIA under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/ Department) State/SIA certifies that the terms & conditions of

the said Contract have been fully or properly carried out by the said agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or till 60 days post contract period (as specified in Work Order) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

We (name of the bank)\_\_\_\_\_ further agree with the GFGNL that the State/SIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Contractor to extend time of performance by the said agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the GFGNL against the said agency and to forbear or enforce any of the terms & conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of the GFGNL or any indulgence by the GFGNL to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the agency.

We (name of the bank)\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of the GFGNL in writing.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank:

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers.....

**Approved Bank:** Guarantee issued by following banks will be accepted as SD or EMD on permanent basis

1. All Nationalized banks including the Public sector banks - IDBI Ltd.
2. Private sector banks - AXIS Bank, ICICI Bank and HDFC Bank

## Driver Uniform Specimen

The purpose of a driver's dress code is to seek a standard of dress that provides a positive image of the Gujarat Fibre grid Network limited (GFGNL) to enhance a professional image of hired drivers. Bidder(s) is expected to adhere to the acceptable dress code standards mentioned below and the specimen attached for bidders reference.

### Acceptable Standard of Dress

- All clothing worn by the driver must be clean and in good condition, and the driver must have good standards of personal hygiene (clean shaven / maintained beard).
- As a minimum standard, drivers should wear white trousers and a white shirt which has a full body and full/short sleeves as per weather.
- Footwear for all drivers shall fit around the heel of the foot with proper polished shoes and sox preferably in sync with the uniform.
- Dress code should clearly represent company name
- The following are deemed to be unacceptable:
  - Clothing that is not kept in a clean condition, free from holes and rips.
  - Words or graphics on any clothing that is of an offensive or suggestive nature or which might offend.
  - Casual or Sportswear.
  - Sandals with no heel straps, flip flops or any other form of footwear not secured around the heel.
  - Drivers not having either the top or bottom half of their bodies suitably clothed.
  - The wearing of hoods or other clothing that obscures the drivers vision or their identity



.....End of Document .....