



**RFP For Selection Of Agency For Providing Vehicles
On Contractual Basis For GFGNL –Head Office.**

GFGNL

Ref No: GFGNL/GFG/e-file/263/2022/0100/HR

Issued by: GUJARAT FIBRE GRID NETWORK LIMITED



Department of Science & Technology
Government of Gujarat

Email: dgm-hra-gfgnl@bharatnet.gujarat.gov.in and
cfo@bharatnet.gujarat.gov.in

Website: <https://bharatnet.gujarat.gov.in>



Issued by:

Gujarat Fibre Grid Network Limited (GFGNL)

A Government of Gujarat Company

Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382010 Phone: 079-23258443

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I. DISCLAIMER

The information contained in this Request For Proposal(RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Gujarat Fibre Grid Network Limited (GFGNL) or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in obtaining their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the tenderer, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for the tenderer, its employees or consultants to consider the investment objectives, financial situation and particular need of each party who reads or uses this document. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this document and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Bidder and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The tenderer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TENDERER- its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

II. Fact Sheet

The following table provides information regarding the important dates of the bid process:

#	Particular	Details
1.	RFP Inviting Authority	Gujarat Fibre Grid Network Limited(GFGNL),
2.	Job Requirement	Request for Proposal (RFP) for Selection of agency for providing vehicles on contractual basis for Gujarat Fibre Grid Network Limited (GFGNL)
3.	Date of Publication	03/03/2025
4.	Availability of RFP Document	The RFP document can be obtained on website Home GFGNL (gujarat.gov.in) , https://gem.gov.in , https://gil.gujarat.gov.in/
5.	Name and address for communication, correspondence and seeking clarification regarding the RFP & address at which bids documents to be submitted	Chief Finance Officer (CFO) Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar -382010 email id: dgm-hra-gfgnl@bharatnet.gujarat.gov.in pmc@bharatnet.gujarat.gov.in , mgr-fin@bharatnet.gujarat.gov.in
6.	Last date for receiving queries/clarifications	The last date of submission of pre-bid queries shall be 18/03/ 2025 at 11: 55.pm All the pre-bid queries should be received on or before the prescribed date and time, through only official email id with subject line as: Pre-bid queries < Bidder's name> The queries should be submitted in an .xls Format as per the format prescribed in RFP document.
7.	Time, Date and Venue of Pre-Bid Conference	19/03/2025 at 03:00 pm At Gujarat Fibre Grid Network Limited (GFGNL), Block No: 6, 5th Floor, Udyog Bhavan, Sector-11, Gandhinagar: 382010
8.	Date of response to Bidder Queries	Within 15 days from the date of pre-bid meeting. Note: <i>The Tenderer shall not be obligated to respond to any or all the queries. The Tenderer may, at its sole discretion, choose to publish responses to the pre-bid queries and /or any corrigendum on website or may send through email or any other means.</i>
9.	Last date for submission of Bid/proposal	02/04/2025 at 03:00 pm
10.	Last date for submission of Bid/proposal (Physical copy excluding financial bid only if asked based on nature of RFP)	02/04/2025 at 04:10 pm (Date of submission of online bid + 4 working Days) for physical copy In event of particular ask of submitting physical

#	Particular	Details
		copy then logical portion of the bid should be appropriate in the respective sealed cover for maintaining confidentiality.
11.	Bid Processing fee payable	<p>Bidders shall submit, along with their bid, non-refundable bid processing fee of Rs. 5,000/- (Rupees Five Thousand only)+ GST in the form of a DD.</p> <p>Details of the Bank: Name of the Beneficiary: Gujarat Fibre Grid Network Limited Bank Name: HDFC Bank Ltd. Bank Account Number: 50200061 458239 IFSC code: HDFC0000190 MICR Code: 520011025 Branch Code: 000190 Branch Name: Sector 16, Gandhinagar Branch</p>
12.	Bid Security/ Earnest Money Deposit Amount Payable	<p>Rs. 2,25,000/-</p> <p>Details of the Bank: Name of the Beneficiary: "Gujarat Fibre Grid Network Limited " Bank Name: HDFC Bank Ltd. Bank Account Number: 50200061 458239 IFSC code: HDFC0000190 MICR Code: 520011025 Branch Code : 000190 Branch Name: Sector 16 , Gandhinagar Branch</p> <p>EMD in the form of bank guarantee of validity for 180 days from the due date of the opening of the tender in favour of "Gujarat Fibre Grid Network Limited"</p>
13.	Submission of EMD, RFP Document Fee and Letter of Authorization	At 6:10 pm (Date of submission of online bid + 4 working Days) for physical copy
14.	Address at which bids are to be submitted	Proposal shall be uploaded online in the format and mode as provided for in the Portal https://gem.gov.in for this RFP in the system and shall be digitally signed by the authorized signatory of the Bidder.
15.	Opening of Qualification Bids	As per GEM
16.	Opening of Technical Bids	As per GEM
18.	Date for the opening of financial bid for technically qualified Bidders	As per GEM
19.	Contract Duration	1 year from the date of issue of Work Order(WO) and will extend further for more 1 year on same rate based on performance/quality ranking of services.

#	Particular	Details
20.	Estimated Value	Rs.75,00,000/-
21.	PBG	Rs. 2,25,000/-
22.	Selection Criteria	L1 Based

Note:

The above date, time and venue may be altered by GFGNL at its Sole discretion after giving prior notice to the Bidders, some of the information provided in the above Fact sheet is further elaborated in the subsequent sections of this RFP and the information provided in the sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

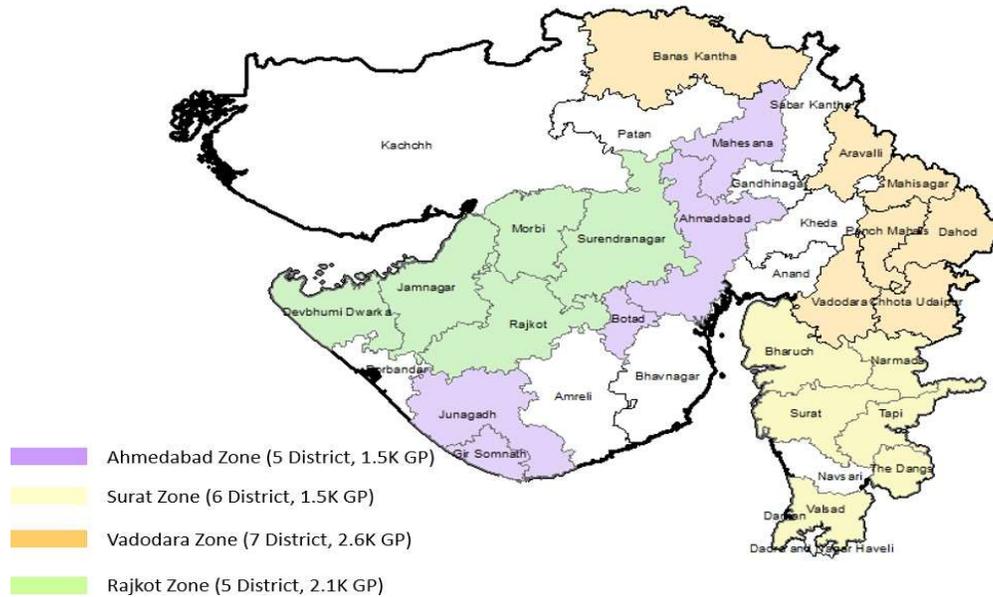
SECTION-1 Introduction & Objective of the RFP

1. Background and objective

- i. BharatNet, also Bharat Broadband Network Limited, is a Telecom infrastructure provider, set up by the government of India under Telecom department for the establishment, management and operation of National Optical Fibre Network to provide a minimum of 100 Mbps broadband connectivity all 250,000 Gram panchayats in the country, covering nearly 625,000 villages, to improve telecommunications in India and reach the campaign goal of Digital India.
- ii. Government of Gujarat (GoG) has implemented BharatNet Phase II Project under "State Led Model". GoG has set up an SPV namely "Gujarat Fibre Grid Network Ltd (GFGNL)" under Department of Science & Technology (DST) to execute **BharatNet Phase -II Project**. GFGNL has been created to synergize with the efforts of Government of India under the Digital India initiative and make focused efforts to actualize a state-to-village fibre grid and to facilitate building common Government owned infrastructure to provide internet facilities to residents of State of Gujarat.
- iii. The Gram Panchayats (GPs) to be connected under BharatNet Phase-II has been divided into two packages, each containing a group of GPs for convenience of implementation. Total 8036 GPs spread over 22 districts already connected under the BharatNet Phase-II project.
- iv. Furthermore, The '**Amended BharatNet Phase-III Program**' in Gujarat, commanded by Gujarat Fibre Grid Network Limited (GFGNL), is a transformative initiative aimed at revolutionizing rural connectivity and strengthening digital inclusivity. This comprehensive project encompasses the integration, expansion, and technological upgrade of BharatNet Phase-I and Phase-II networks, laying the foundation for a robust broadband infrastructure. The project endeavors to connect approx. additional ~4,400 more villages over and above the existing rural connectivity, empowering rural communities through enhanced digital services. Leveraging technology, and strategic network design, the upgraded BharatNet Network is poised to bridge the digital divide, drive socio-economic development, and propel Gujarat into a new era of digital empowerment.
- v. The 'BharatNet Phase-III Program' in Gujarat is a transformative initiative aimed at bolstering digital infrastructure and digital connectivity throughout the state of Gujarat. The project's comprehensive approach, covering rural areas, is aligned with the national agenda of Digital India, fostering economic development, technological upgradation, and improved operational efficiency
- vi. The project implementation shall be spread over across following districts as part of scope of BharatNet phase II:

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)	

- vii. GFGNL has set up field level offices in above mentioned districts and deployed manpower to the designated stations under BharatNet Phase-II project.
- viii. **Existing BharatNet Phase-I & II coverage:**



Note – Mentioned GP counts are approximate numbers, white color marked districts are of BharatNet Phase-I and BharatNet Phase-II districts are divided into four zones marked on above map.

- ix. Furthermore, Under the Amendment BharatNet Program(BharatNet Phase-III)

Proposed BharatNet Phase-III Zones on Gujarat Map:

For contiguous geography and integration of Phase-I districts, Gujarat will distribute in 6 x zones (Ahmedabad, Gandhinagar, Surat, Vadodara, Rajkot, Bhavnagar)

New Package-A comprises of Gandhinagar, Vadodara and Surat Zones.

New Package-B comprises of Ahmedabad, Rajkot and Bhavnagar Zones.



Package	Zone	Gram Panchayats		
		Districts	Blocks	Gram Panchayats
Package-B	Ahmedabad	4	38	2113
	Bhavnagar	5	40	2271
	Rajkot	6	39	2399
Package-A	Gandhinagar	5	42	2634
	Surat	7	45	2491
	Vadodara	6	45	2746
Grand Total		33	249	14654

- x. 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 during implementation of Bharatnet phase project in Gujarat.
- xi. 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 for complete project tenure.
- xii. 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 during project tenure.

SECTION-2 Scope Of Work

1. Scope of Work

Sealed commercial proposals are invited from reputed taxi /tour operator / service providers / Agency / firm for hiring of vehicles on contractual basis at different locations in Gujarat.

APPROXIMATE REQUIREMENT OF VEHICLES

Sr. No	Vehicle Make & Type	Approximate no of vehicles required	Proposed Base Location of vehicle	Km per month requirement	Type of use envisaged
1	Toyota Innova - Crysta-2.fx 7 Str with Full Air conditioning (Model Year-2025)	1	GFGNL Head Quarters, Udhog Bhavan, Sector - 11, Gandhinagar	3000	24*7 days on service with
2	Premium Sedan Class- Honda City - V/ Verna- SX / Volkswagen Virtus Highline/Toyota Urban Cruiser Hyryder-S/Suzuki Grant Vitara Delta/ Hyundai Creta EX with Full Air conditioning (Model Year-2025)	1	GFGNL Head Quarters, Udhog Bhavan, Sector - 11, Gandhinagar	2500	Base location to project office(s) and field site(s)
3	Sedan car -Honda Amaze VX/Switft Dzire- VXI/ TATA Tigor Xz/ Hyundai Aura S Corporate with Full Air conditioning (Model Year- 2024)	5	GFGNL Head Quarters, Udhog Bhavan, Sector - 11, Gandhinagar	3000	Base location to project office(s) and field site(s)
4	SUV (Mahindra XUV 3XO MX3/Maruti Brezza VXI/ Maruti Ertiga VXI/ Renault Duster STD/ TATA Curvv with Full Air conditioning (Model Year- 2024)	2	GFGNL Head Quarters, Udhog Bhavan, Sector - 11, Gandhinagar	3000	Base location to project office(s) and field site(s)
	TOTAL	9			

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 will have to provide vehicle without fail on all working days as per GFGNL, office working including on 26th January, 15th August as instructed by GFGNL without any additional cost. Maintenance of the vehicle should be planned in staggered manner on holidays / Sundays. One vehicle can be called for duty on weekly off / holidays as per requirement for which no extra payment shall be made other than addl KM if applicable.
- c. Agency has to ensure that vehicle shall bear the mark " On Duty Government Of Gujarat(U/T)". The same should not be mis used while the vehicle is not been used by the department.
- d. All the papers, in the line with Motor vehicles Act, Vehicles Insurance and other Law and Rules, pertaining to vehicle should be up to date. Vehicle must have minimum Gujarat Permit so that vehicle can run without any issue in parts Of Gujarat State. Copies of the same should be provided to GFGNL Site incharge along with copy of driver's commercial driving license within 03 days of engagement of the vehicle at site & whenever due for renewal. Any delay in submission of documents/non availability instances will attract penalty of INR 500/- per day per vehicle per instance.
- e. The agency has to comply with all the government guidelines issued regarding safety, sanitization and other necessary safety measures to be taken to fight with COVID Virus or similar in case if any in future.
- f. The agency shall obtain Comprehensive Insurance Cover from a valid / authorized Insurance Company for Vehicle(s) and shall keep such policy in force at all times to cover all risk of every nature whatsoever to the vehicle and occupants including loss of life, disablement, injuries, third party claims, accident caused due to fire, riot or due to any other reason whatsoever, loss on account of theft and natural calamities. Agency shall produce to GFGNL Site-Incharge a copy of original Insurance Policy and proof of payment of all insurance premium and charges in respect thereof as and when demanded by GFGNL and shall renew all such insurance cover at least seven days before the expiry thereof.
- g. No other passengers should be allowed to travel except GFGNL employees or Staff as approved or informed by & as directed by GFGNL Site- In-charge.
- h. In case of break down, on the way, maintenance problem or accident of vehicle; agency will have to provide alternate vehicle of equivalent category on immediate basis OR reimburse amount spent by GFGNL staff to reach pick up / drop point(s) as applicable as directed by GFGNL Site In-charge. Non-compliance to this shall be treated under deficiency to the vendor & pro rata daily amount shall be deducted along with penal action of Rs 1000/-per instance per day.
- i. All charges towards Commercial registration / Pollution Checks / Permit fees / Road Tax(es) / Vehicle Tax(es) / Municipal Tax / other levies / Incidental / cost of fuels I lubricating oils / Insurance Policy / tyre and spares / fittings / repairing and maintenances, replacements or parts / increase in charges / emoluments and other perquisites whether statutory or not, etc. shall be borne by the agency / Transporter
- j. Agency to ensure after getting the workorder from the tenderer will ensure to deliver the service within 15 working days. For delivery of Innova Crysta tenderer will ensure to deliver the service with in 1 Month after getting work order or earlier. Failure to this will be good ground to initiate discussion with second qualified bidder.
- k. 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 government regulations such as registration, pollution certificate (PUC), insurance, tax, fitness certificate, etc.
- l. 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.
 - m. The agency shall put into service only registered, petrol or diesel driven vehicles with registration and model (commercial number plate) not more than 1 year old from the date of submission of bid and as per the other conditions mentioned in this RFP.
 - n. The vehicles allocated shall treat their designated base location as starting point for billing purposes.
 - o. Agency should appoint/nominate a single point of contact for coordination and handling all requests, communication, etc. from GFGNL.
 - p. Vehicle km travelled upto 15,000 kms.
 - q. 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. Toolbox, fire extinguisher, first aid kit, small spares, jack, warning triangle and extra tire in usable condition.
 - r. The agency shall ensure that,
 - i. The driver's employed hold valid driving license, conversant in minimum Gujarati and Hindi, familiar with the Indian 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 driver should seek permission of the user before leaving the vehicle.
 - v. Each driver employed by the firm must have a cellphone 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.
 - s. 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.
 - t. 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.
 - u. The agency shall not change the vehicle once assigned and shall remain in service permanently till allowed to change during the contract period. 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.
 - v. 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.

- w. 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.
- x. Toll and parking shall be paid by the agency itself and will be reimbursed by GFGNL on submission on actual bills and standard toll rates.
- y. The vehicle shall be available from 9:30 am to 8:30 pm on all working days i.e. Monday to Saturday. Moreover, 2nd and 4th Saturday will be considered as holiday. However, occasionally on not more than two holidays in a month during which vehicles shall be used for official purposes.
- z. For outstation, Field trip may begin any time after 7:00 am or before in the morning and on the day of return may come back late in the night to the base location.
- aa. For any outstation travel no night charges shall be applicable. In case of outstation night halt, a compensation of Rs 800 per night shall be paid extra. GFGNL shall not be responsible for making any expenses towards meals, boarding and lodging made by the driver.
- bb. Any travel exceeding the monthly contractual limit For example, i.e. 3000 km/2500Km vehicle travelling shall be billed at a rate of Rs 8 per km.
- cc. 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.
- dd. 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.
- ee. 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.
- ff. The personnel deployed by the agency shall be smartly dressed in neat and clean uniform (white/sky blue with navy or black pent) (refer annexure for specimen) having Identity Card containing Photo, Name & Address, and date of birth, failing which it will invite a penalty of Rs.200/- each occasion. The penalty on this account shall be deducted from the agencies bills and repeated default may lead to cancellation of contract.
- gg. 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.
- hh. 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.
- ii. 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.
- ii. 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.
- jj. 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.
- kk. 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.
- ll. Bidder has to ensure to provide the facilities with vehicles but not limited to Fire extinguisher, quality

seat covers and foot mates, vehicle comfortable seats, head rest, clean seat covers and Vehicle(s) should be fitted / provided with the accessories / utilities like; Quality Music System, Reading Lamp, Car Perfume, Driver Mobile in working conditions, Mobile Charger etc.

SECTION-3 Qualification Criteria

3.1 Pre-Qualification Criteria:

Bidders qualifying against below mentioned criteria will be eligible to participate in this RFP.

#	Minimum Requirement	Documentary Proof
1	<p>1.1 The Bidder should be registered under the Companies Act 1956 /2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Proprietorship firm or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 at the time of the bidding</p> <p>1.3 The Bidder should have a registered number of GST, Income Tax / Pan number</p> <p>1.4 The Bidder should be in operation in India for a period of at least 5 years as on publication of this tender.</p>	<p>a) Copy of Certificate of Incorporation signed by Authorized Signatory of the Bidder or Registration certificate</p> <p>b) Copy of PAN card</p> <p>c) Copy of GST registration</p>
2	<p>2.1 The Bidder should have minimum average annual turnover of at least 1.5 Cr(s) in last Three (3) audited financial years (FY 2021-22, FY 2022-23, and FY 2023-24)</p> <p>Note: Turnover considered would be a consolidated turnover of the company i.e. A parent Company can use the turnover of its subsidiaries (100% subsidiary of parent) but a child company cannot use parent company's turnover.</p>	<p>For Annual Turnover:</p> <p>a) Copy of Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover for each of the last 3 financial years, i.e. (FY 2021-22, FY 2022-23, and FY 2023-24)</p>
3	<p>Agency should have supplied at least 15 vehicles (Sedan and/or SUV and/or MUV vehicle) to one or more government agencies continuously during the last 3 years as on date of submission of proposal.</p>	<p>The Bidder ,</p> <p>Need to submit WO Copy /LOI/LOA/Contract agreement. work completion certificate from end authorized Government client mentioning satisfactory performance & total number of vehicles simultaneously used during last three years as on date of submission of proposal</p>
4	<p>The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(FY 2021-22, FY 2022-23, and FY 2023-24)-</p> <ol style="list-style-type: none"> 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost. 	<p>The Bidder ,</p> <p>Need to submit WO Copy /LOI/LOA/Contract agreement. work completion certificate from end authorized Government client mentioning satisfactory performance & total number of vehicles service provided including cost(without Tax) of WO/PO during last three years as on date of submission of proposal</p>

#	Minimum Requirement	Documentary Proof
4	<p>The Bidder should:</p> <p>4.1 Not have been blacklisted/Suspend /banned / barred / declared ineligible / declared having dissatisfactory performance by GFGNL or debarring order issued by any government / quasi-government authority in India covering all state/central Ministries/ Departments as per provision of OM No.F.1/20/2018-PPD by Department of Expenditure (DoE)/ MoF dated on 2nd Nov 2021/ Central Government / Any State Government / Urban Local Body (ULB) /SmartCity (SPV)/ Supreme Court of India / Gujarat Any government / PSU in India as on the date of bid submission.</p> <p>4.2 Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>4.3 Agency should not 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.</p> <p>4.4 There must not be any criminal case booked by any Government authority against the sole/lead Bidder (in case of a consortium) in any court in last 5 years as on bid submission date.</p>	<p>An undertaking signed by CEO/ Country Head/ Authorized Signatory of the company to be provided on Non – judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public. (or Self-declaration by the Bidder duly signed and stamped by the authorized signatory.)</p>
5	<p>The Bidder must have one office in Ahmedabad/Gandhinagar of Gujarat state</p>	<p>Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / G.S.T. Registration / Valid Lease Agreement.</p>

Note:1

- Bidder has to submit valid documents proof for above requirements.

SECTION-4 General Terms, Information and Conditions

4.1 General Terms and Conditions:

- a. Tenders duly filled with full details shall be submitted on or before the bid submission date and hours mentioned above in Fact Sheet section at the above given 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.
 - b. The Proposal shall i.e. Envelope-A
 - “Envelope-A” shall contain the EMD & DD
 - c. Bids received in any manner other than as prescribed above are liable to be rejected summarily
 - d. GFGNL reserves the right at the time of award of the contract or during the contract period to increase or decrease the number of vehicles and/or upgrade or downgrade vehicle category as per its requirements without any revision in commercial price quoted by bidder in proposal.
 - e. Number of vehicle required at a particular base location can increase/decrease as per project requirement temporarily or permanently.
 - f. The Competent Authority of the GFGNL reserves the right to annul all bids or discontinue this tender process, without assigning any reason, at any time prior to signing of agreement with the successful bidder.
 - g. The EMD of unsuccessful bidders will be returned by the GFGNL, without any interest, as promptly as possible on acceptance of the proposal of/signing of contract with the selected bidder or when GFGNL cancels the bidding process.
 - h. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit in accordance with the provision thereof.
 - i. The decision of GFGNL regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.
 - j. The EMD may be forfeited:
 - i. If a bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or In the case of a successful bidder, if the bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
 - ii. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization
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- iii. During the bid process, if any information found wrong/manipulated/hidden in the bid
- k. Any matter relating to the appointment of facility management agency or the procedure for the appointment of facility management agency shall be governed by the Laws of Union of India. Disputes, if any arising under the said process shall be subject to the exclusive jurisdiction of courts at Gandhinagar/ Ahmedabad. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.

l. Bid Rejection Criteria

Besides other terms & conditions highlighted in the RFP, bids may be rejected under following circumstances:

General Rejection Criteria

- a. Bids submitted without or improper Tender fee and EMD.
- b. Bids received through Telegraphic / Fax / E-Mail / Hard copies except, wherever required.
- c. Bids which do not conform to unconditional validity of the bids as prescribed in the RFP.
- d. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the bid evaluation process or during Contract period after selection of the bidder.
- e. Any effort on the part of a Bidder to influence the Tenderer's bid evaluation, bid comparison or contract award decisions.
- f. Bids received by the Tenderer after the last date & time for receipt of bids prescribed by the Tenderer in RFP.
- g. Bids without Power of Attorney and any other document consisting of adequate proof of the ability of the authorized signatory to bind the Bidder.

Technical Rejection Criteria

- a. Technical Bid containing financial details.
 - b. Revelation of Prices in any form or by any reason before opening of the Financial Bids.
 - c. Failure to furnish all information mentioned in the RFP or submission of a bid not substantially responsive to the RFP in every respect.
 - d. Bidders not quoting for the complete scope of work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.
 - e. Bidders not complying with the material, specifications and General Conditions of the Contract as stated in the RFP.
 - f. The Bidder not conforming to unconditional acceptance of all the terms and conditions set out in the RFP (and subsequent clarification/corrigendum, if any) document.
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g. If the bid does not conform to the timelines indicated in the RFP.

Financial Rejection Criteria

a. Incomplete Financial Bid

b. Financial Bids that do not conform to the RFPs' financial bid format.

c. If there is an arithmetic discrepancy in the financial bid calculations, the Tenderer shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.

d. Bidder has to ensure to load the realistic unit rate, bidder should not attempt any overload or under load price/rate in any of the financial line items as tenderer may place the order based on future requirements. Thus, realistic price is the basic expectations and bidder will be solely responsible on this. Any observations from the tenderer on unnecessary price overload or underload or mismatch on ask may be the ground to initiate for bid rejection.

4.2 Pre-Bid Meeting

A prospective bidder requiring any clarification on the RFP Document may submit his queries, via email, to dgm-hra-gfgnl@bharatnet.gujarat.gov.in, pmc@bharatnet.gujarat.gov.in, mgr-fin@bharatnet.gujarat.gov.in 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: 6, 5th 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 Clause/ No.	Document Section	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

(No PDF or Scanned images)

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://bharatnet.gujarat.gov.in/home> , <https://gem.gov.in>

4.3 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. The proposal should reach the prescribed address mentioned through courier or by hand on and before the last date as mentioned in the RFP document
 - ii. Any proposal received by GFGNL after the deadline for submission shall be returned unopened. GFGNL shall not be responsible for any postal or courier delays.
 - iii. All contents of the Proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly
 - iv. 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.
 - v. 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,
 - a. have furnished bid fee and security deposit of prescribed amount as per the tender
 - b. 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 proposal shall be evaluated in three (3) stages.
 - a. In Stage – 1, EMD & DD shall be verified. Bidders whose EMD & DD are valid will be considered for Stage – 2. In Stage – 2, technical documents will be verified Only those bidders who will be qualified in Stage – 1 & 2 will be eligible for Stage – 3 for i.e. Financial evaluations.
 - 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.
 - vii. Agency/Bidder is required to furnish the commercial quote as mentioned under financial bid format. Revelation of commercial details(Price Bid BOQ/ Financial Bid) elsewhere in the bid documents other than the specified price bid format shall lead to disqualification of the bid.
 - viii. The financial bid details should be quoted in the financial bid format attached with the tender and upload online only. In any format if Bidder disclose the price other then On line financial bid on or before the

opening of financial bid opening, bid will qualify for rejection.

- ix. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.
- x. The Financial bids of the technically qualified Bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's/committee's discretion.
- xi. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
- xii. The bid price shall include all taxes and levies and shall be in Indian Rupees. GFGNL shall not have any liability of paying any taxes (including GST)/charges/levies as part of this project. The bidder has to quote their Price duly factoring all these costs.
- xiii. For financial evaluation, Price excluding Tax shall be taken into consideration.
- xiv. GFGNL reserves the right to discard bids which are deviating from the specified formats mentioned in the RFP.
- xv. The TENDERER will form a Committee, which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.

a. Pre-Qualification evaluation:

- Bidders who have submitted the valid Tender Fee, EMD and other eligibility documents shall be considered for further evaluation. If bidders fails to submit the bid security other eligibility documents as per this RFP terms and conditions, the Bid shall be out rightly rejected.
- The bidder seeking EMD exemption, must submit the valid supporting document current and valid Udyam Registration Certificate (URC) issued from the Ministry of MSME for the relevant category Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this.
- Selection will be based on L1(lowest total rate discovered) basis.

b. Technical Qualification Criteria:

The technical bids of the bidders who comply with the eligibility criteria mentioned in this RFP will be evaluated. The bids of the non-conforming bidders shall be rejected without evaluation.

4.4 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.

4.5 Monthly Review

- GFGNL will review each car from users as per below sample format at every Month.

#	Parameters	Average Rating (x/10)	Poor	Moderate	Good	Better	Best
			2	4	6	8	10
1	Driver Behavior						
2	Driver Driving Skills						
3	Car Cleanness						
4	Punctuality						
5	Basic Communication Skills						
6	Overall Experience						

- Average monthly score for the past month will be evaluated as above for one car and to be reviewed for extension decision of the contract.
- Average of all cars will be taken as decision point.

4.6 Special Instructions

- The drivers should have valid driving license of respective category and be in custody of all document such as registration certificate, PUC(Pollution Under Control) certificate, insurance, tax , valid vehicle number plate,etc.
- The vehicle insurance shall cover GFGNL employees in case of accident and fatal injuries.
- Agency to ensure that the drivers are courteous and in uniform and able to understand English/ Hindi and the local language i.e. Gujarati.
- Agency to organize an orientation program for the drivers to apprise them about their duties and routes for the projects.
- Agency to ensure that drivers should know the local roads and important locations in Ahmedabad and Gandhinagar and across Gujarat.
- 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.
- The selected agency is required to provide performance bank guarantee from scheduled bank 3% of estimated cost within 15 days of award of work along with acceptance of work order, valid up to 180 days beyond the tenure of contract.
- 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.
- 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.
- p) The Goods/resources supplied under this Contract shall be fully insured by the selected Bidder, against any loss or damage at the Tenderer's designated location for entire contract period. The insurance taken should cover risks such as flood, theft, fire, earthquake, and cyclone (for wind speeds up to 120 kmph). The Bidder shall submit to the TENDERER, certificate of insurance issued by the insurance company, indicating that such insurances have been taken & certificate has to be submitted by Bidder to TENDERER as and when required. Bidder shall be designated as the 'loss payee' in such insurance policies; Bidder shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time till end of contract period. In case of delayed procurement of insurance from selected Bidder, all responsibilities of all supplied will be on Bidder before taking the insurance.
- q) The Bidder during the term of this contract undertakes to ensure that it has taken or shall take up all appropriate insurances for the delivery of goods/vehicles and drivers that it is required to undertake under law as well as to adequately cover its obligations under this Contract: shall take out and maintain, at his own cost insurance with IRDA approved insurers against the risks, and for the coverage, as specified below: shall pay all premium in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable at the Tenderer's request, shall provide certificate of insurance to the Tenderer showing that such insurance has been taken out and maintained. Employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder / Bidder's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment or assets or goods or resources deploy in full or in part for fulfilment of obligations under this Contract (ii) the Bidder's assets and property used in the performance of the Services.
- r) In case of theft of any asset, successful Bidder(s) will have to carry out all required process to lodge police complain / FIR. TENDERER will assist Bidder(s) wherever required.

4.7 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.

4.8 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 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

4.9 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 7th 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.

4.10 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 mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

5.6 Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.
 - Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
 - Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide or are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing.
- **Force majeure** exclusions:

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

 - Unavailability, late delivery
 - Delay in the performance of any contractor, sub-contractors or their agents;
- **Procedure for calling force majeure:**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 05 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have

a material impact on the performance of its obligations under the Agreement.

4.10 RISK PURCHASE

- i) If the selected Bidder fails to perform its obligations (or any part thereof) under this scope of this RFP or if the scope of this RFP is terminated by the Tenderer due to breach of any obligations of the selected Bidder under scope of this RFP, the Tenderer reserves the right to procure the same or equivalent Hardware / Services / Deliverables from other sources as per options mentioned below.
 1. from successful Bidder who agrees to execute the work at L1 discovered rate
 2. from L2 / L3 /...Ln Bidder with the first Bidder out of L2 / L3 /...Ln who agrees to match the price of L1 discovered rate.
 3. from any other "alternate source". The procurement from "alternate source" shall be done, as far as possible, through Government's procurement guidelines as deemed appropriate by the tenderer.
- ii) Above mentioned procurement will be done at the selected Bidder's (who has failed to perform its obligations & thus defaulted) risk, cost and responsibility. Any incremental cost borne by the Tenderer in procuring such Hardware / Services / Deliverables shall be borne by the selected Bidder (who has failed to perform its obligations & thus defaulted). Any such incremental cost incurred in the procurement of such Hardware / Services / Deliverables from other source will be recovered from the pending due and payable Payments / Security Deposit / Bank Guarantee provided by the selected Bidder (defaulted Bidder) under this scope of this RFP and if the value of the Hardware / Services / Deliverables under risk purchase exceeds the amount of pending payable payments / Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.
- iii) In this case of risk purchase, L1 Bidder(s) or L2 / L3 /...Ln Bidder or any alternate source will have to submit performance bank guarantee @ 3% of the total value of the work allotted to the Bidder.

4.11 LABOUR LAW COMPLIANCE

The agency shall be solely responsible, answerable and liable for the payment/ grant of salaries , wages , allowances , bonus , retrenchment benefits and all amenities payable / allowable to persons /drivers engaged by him. Agency is required to carry out the works & maintain all statutory documents under the provision of Contract Labour Act, Minimum wages Act, PF act, ESI act, Workmen Compensation Act, so as to cover all the employees and labours etc. The agency has to ensure the payment of minimum wages to all his employees /drivers as applicable. Agency shall be fully responsible for any violation of any Act & penal actions thereof.

4.12 TAXES & DUTIES

Bidder is liable for all taxes and duties etc. as may be applicable from time to time.

- i. The quoted offer should be exclusive of Taxes. Taxes shall be paid extra on actual, as applicable. The taxes prevailing at the time of raising the invoice shall be paid. GFGNL shall deduct appropriate tax as applicable at source from the payment against the delivery & services and corresponding TDS certificate shall be issued at the end of respective quarter.
 - ii. Invoices should be raised in name of "*Gujarat Fibre Grid Network Limited*" only as per milestone mentioned above in the RFP related sections.
 - iii. All Invoices should be raised from the Gujarat.
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- iv. If any additional tax/cess/any government levy is applicable then reimbursement will be on actual basis submission of valid payment proof.
- v. Payments should be subject to deductions of any amount for which the PIA is liable under the RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act.
- vi. The tax component i.e. Goods and Service Tax (GST) as applicable shall be mentioned separately and Payments shall be released only on satisfactory acceptance of the deliverables by GFGNL for each task for End-to-End connectivity for individual locations.
- vii. All payments shall be released after certification of Delivery & Implementation and acceptance by GFGNL.
- viii. Payment shall be released by the GFGNL against the invoices raised by bidder within 30 calendar days from the date of providing all the relevant documents and are complete in all reference.
- ix. All payments shall be made through RTGS only.
- x. Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period or service period, shall be to the purchaser's account. For claiming any change in price due to such Statutory variation, the successful bidder shall have to lodge claim before the purchaser providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Purchaser shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- xi. No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- xii. If the PIA fails to furnish necessary supporting documents i.e. GST invoices in the name of GFGNL. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available to the purchaser i.e. GFGNL (as applicable to this tender), the amount pertaining to such Duties/Taxes will be deducted from the payment due to the PIA.
- xiii. Tax amount will be paid to the PIA only after PIA declares the details of the invoices in its return in GSTR-1 and GSTR-3B uploaded by the PIA and after submission of proofs of GST compliances.
- xiv. TDS/TCS under Income Tax Act 1961 & GST Acts shall be deducted by GFGNL.
- xv. GFGNL can adjust/ forfeit Bank Guarantee obtained from the PIA against any loss due to non compliances towards Tax Laws on account of PIA's default.
- xvi. In case GFGNL has to pay GST on reverse charge basis, the PIA would not charge GST on its invoices. Further, the PIA undertakes to comply with the provisions of GST law as may be applicable.

4.13 Penalty

GFGNL will pay to selected Bidder monthly based on submission of valid invoice to tenderer. However, bidder has to follow the terms and conditions mentioned in this bid documents during their duty failure to this will invite penalties. Kindly refer the following table for more details. Overall, it will be 15% of cap limit of actual payable amount of that month. GFGNL will make payment after deduction of any applicable penalties.

#	Description	Penalty
1	Vehicle Breakdown during the journey(not exceeding two(2) hours on duty)	Rs. 1,000/- per Instance

#	Description	Penalty
2	Driver presence without uniform / Change of drivers without prior permission/ Identity Card containing Photo, Name & Address, and date of birth	Rs. 200/- per day
3	Driver without formal dress (with T-Shirt /casual fancy dress)	Addition to above Rs. 100/- per day
4	Driver's misconduct reporting of instances, dirty vehicle, Driver with Tobacco / Cigarette/ Non-issue of receipt to passenger/ Misbehavior by staff false practices, etc.	Rs. 300/- Per day per instances Beyond the three instances bidder has to replace the driver without any additional cost to GFGNL.
5	Punctuality (late reporting/ Non-Reporting/ Refusal of duty) of the Driver	Rs. 500/- Per instances
6	Any delay in submission of documents/non availability instances	Rs. 500/- Per instances
7	Any complain given by GFGNL official to be resolved within 3 days, non-resolution will attract penalty till the problem is not resolved. Car tire condition, Break, wheel alignment & Balancing, AC condition, Cabin & Seat cleanness to be reviewed monthly to ensure safe and comfortable journey to customer.	Rs. 1,000/- per day in each monthly bills
8	Change of Vehicle, i.e. Instances where any vehicle model below ask of this RFP (Not more than 2 instances per month with prior approval) Note: i. This will be over and above 15% of penalty cap limit. ii. Vehicle must be inspected by GFGNL in-charge before allowing change and confirmation to be received before deploying on duty.	70% of Monthly invoice value for number of days (non-compliance) (without Tax)
9	Vehicle provided under this contract shall be exclusively used for GFGNL or its directed purpose only and shall not be used for service or contract in other organizations during the entire contract period by the Bidder. This clause shall be non-negotiable, any incidence reported shall terminate contract with implementing consequences as per RFP.	Any non-compliance, a penalty of Rs.2000/- per instance. On next instance within same month, then Rs.3000 penalty will be imposed.

Vehicle type	Base location of vehicle	Expected km requirement per month	Number of vehicle required	Monthly rental price Including taxes	Scaled monthly rental value
			(A)	(B)	C=(A*B)
Toyota Innova -Crysta- 2.fx 7 Str with Full Air conditioning (Model Year-2025)	Gandhinagar	3000	1		C1
Premium Sedan Class- Honda City - V/ Verna- SX / Volkswagen Virtus Highline/Toyota Urban Cruiser Hyryder-S/Suzuki Grant Vitara Delta/ Hyundai Creta EX with Full Air conditioning (Model Year-2025)	Gandhinagar	2500	1		C2
Sedan car -Honda Amaze VX/Switft Dzire- VXI/ TATA Tigor Xz/ Hyundai Aura S Corporate with Full Air conditioning (Model Year- 2024)	Gandhinagar	3000	5		C3
SUV (Mahindra XUV 3XO MX3/Maruti Brezza VXI/ Maruti Ertiga VXi/ Renault Duster STD/ TATA Curvv with Full Air conditioning (Model Year- 2024)	Gandhinagar	3000	2		C4
Total (INR) (A0)					P

SECTION-5 Financial Criteria

Vehicle requirement on monthly basis

Authorized Signatory

Seal of the Company

Name & Designation

Date

Note:

- a) The Total Evaluated Cost of the bid would be Total(INR) (A 0)= P=C1+C2+C3+C4 i.e. Including of applicable taxes
 - b) Bidders should bundle all the costs associated (salaries, allowances, maintenance, uniform and any other upkeep costs) as part of commercial.
 - c) Charges towards toll taxes, out of state passing tax, parking's, etc. shall be paid by GFGNL during the contract period subject to submission of bills.
 - d) The work order shall be issued only for the actual requirement and not for the requirement as mentioned above.
 - e) The BoQ cost is price discovery purpose for scalability and expansion objectivity. Therefore, bidder is asked to keep each component in the priced BoQ financially realistic without overloading or under loading the individual item factoring entire contract duration. The unrealistic rates or manipulated attempt shall be considered unethical and is good reason to ask for price levelling or disqualify the bidder on account of unethical practices related to price rigging.
 - f) The GFGNL will have the right to increase or decrease the contract quantity or contract duration up to 25% at the time of issue of the contract or during the contract period. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
 - g) 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.
-

SECTION-6 Annexures

Annexure

Bid Documents Checklist

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

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)

Bidder Information Sheet		
#	Particulars	Details
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 thehaving 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

FaxNumbers.....

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

Format of Duty slip

 Gujrat Fibre Gird Network Limited (GFGNL) Vehicle Duty Slip	
The following vehicle was provided to: Name of Officer: Designation: Contact/ Mobile: For the period from: <u> / / </u> to: <u> / / </u> Reported at (Location): 	Vehicle details Vehicle no: Type of vehicle: Driver Name: Driver Mobile Number: Driver Signature: Date:

Date	Source	Destination	Starting km reading	Ending km reading	Start time	End time

Date: XX /XX /2025

Place:

(Signature of Officer)

Instructions

- a) All the fields are mandatory
- b) Signature of officer and driver is mandatory
- c) The invoice raised for the vehicle issued is required to be submitted along with the Duty and following documents:
 - i. Photocopy of RC Book
 - ii. Photocopy of PUC
 - iii. Photocopy of Driver's driving license
 - iv. Photocopy of tax and insurance
 - v. Photocopy of fitness certificate

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 Gujrat 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 Formal clothes 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 -----
