

Transport Service on Monthly Basis

TENDER NOTICE NO.....

TENDER DOCUMENT

For

SELECTION OF AGENCY FOR TRANSPORT SERVICE PROVIDER ON MONTHLY BASIS



TOURISM CORPORATION OF GUJARAT LTD

Block No. 16, 4th floor, Udyog bhavan
Sector - 11, Gandhinagar - 382 017
Phone: 91-079-23977208, 23977219

www.gujarattourism.com

August, 2019

Notice inviting On-line Tender

Details about Tender: Tender Notice No. _____ of 2019

Department Name	:	Tourism Corporation of Gujarat Limited
Officer Inviting Bids/Bid Opening Authority	:	The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar – 382 017 Ph: (079) 23977208, 23977219
Name of Work	:	Selection of Agency for Transport service provider on Monthly basis.
Period of Contract	:	The said project will be awarded for a duration of 3 year and it shall be further extendable upto 2 years depending upon performance and requirement of TCGL.
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture \ Consortium	:	Not allowed
Amount Details		
Tender Document Fee	:	Rs.5000/- in form of demand draft of Nationalized Bank and HDFC/AXIS/ICICI bank. The agency (MSME unit) submitting valid registration copy of NSIC/DGS&D/CSPO, need not to pay tender fee)
Bid Document Fee Payable to	:	Non refundable by Demand Draft in favor of “Tourism Corporation of Gujarat Ltd”
EMD (Earnest Money Deposit) (INR)	:	Rs.2,00,000/-for Ahmedabad & Rs. 200,000 for Gandhinagar District and Rs.50,000/-for each of remaining other district. The agency (MSME unit) submitting valid registration copy of NSIC/DGS&D/CSPO, need not to pay EMD)
EMD in favour of	:	EMD amount given by DD in favor of “Tourism Corporation of Gujarat Ltd” from any Nationalised Bank
Tender Dates		
Bid Document Downloading Start Date	:	27/08/2019 at 15.00 hrs.
Bid Document Downloading and Online submission End Date	:	10/09/2019 at 15.00 hrs
Pre-bid Meeting Date	:	04/09/2019 at 15.00 hrs
Last Date & Time for Receipt (Submission) of Technical Bid	:	10/09/2019 at 15.00 hrs
Date of Tender opening	:	NIL
Bid Validity Period	:	150 days from opening of price bid
Submission of certain documents, etc.	:	Submission of EMD, Tender fee, Technical Bid and other Documents from 27/08/2019 at 15.00 hrs. upto 10/09/2019 at 15.00 hrs in the office of The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar – 382 017
Phone	:	(079) 23977208 ,23977219
General Details		

General Terms and Conditions

- (1) Bidders can download the tender document free of cost from the website.
- (2) Bidders have to submit Price bid in Electronic form only on nprocure website till the last date & time for submission.
- (3) Price bid offers in physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n)Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed. The bidder should contact at below mentioned address for Free vendor training camp will be organized every Saturday between 4.00 to 5.00 PM at (n) Code Solutions – A Division of GNFC Ltd. Bidders are requested to take benefit of the same.

(n) Code Solutions

A Division of GNFC

301, GNFC Infotower, Bodakdev, Ahmedabad –380 054 (India) ,Tel: +91 26857316/ 17/ 18, Fax: +91 79 26857321, E-mail: nprocure@gnfc.net

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INVITATION FOR BIDS (IFB)

TCGL is engaged in the business of promotion & development of tourism in the state of Gujarat. Providing good transport facility to the tourists is one of the essential services of tourism sector. **TCGL wants to appoint a transport service provider on monthly basis. The district where these services has been required are Ahmedabad, Gandhinagar, Vadodara, Surat, Junagadh, Jamnagar, Rajkot, Dwarka, Veraval, Saputara, Porbandar, Bhuj(Kutch), Narmada and Mehsana.**

The transport service provider will be responsible to provide the tourist vehicles as per the demand of TCGL Offices for various events organized by TCGL. The Transport service provider shall provide cars, mini buses etc. from time to time as per demand of TCGL.

The contract period for the service providng is for 3 years from the date of signing the contract agreementand this may be extended on the basis of performance of the service provider for period of 02 years.

SCHEDULE FOR INVITATION OF TENDER

To	Name of Tender: Selection of Agency for Transport service provider on Monthly basis.
	Issue of Tender From 27/08/2019 at 15.00 hrs to 10/09/2019 upto 15.00 hrs.
	Bid Due Date: 10/09/2019 upto 15.00 hrs.(online)
	Technical Bid Submission due date: 10/09/2019 upto 15.00 hrs
	Technical Bid Submission Address: The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	Technical Bid Opening Date & Time: NIL
	Price Bid opening: To be communicated later
	Venue: The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017.

Note:

- 1 Please address all queries and correspondence to the The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017.
Email address: niravmunshi@gujarattourism.com
2. If the Office of the The Managing Director, TCGL happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office upto the same time and at the same venue.
3. Please quote Ref. Number in all your correspondence.

General Instructions

- 1.0 Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority. Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
- 2.0 **Technical Bid:** Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project and nature of bid). **Bidder has to submit hard bound document duly numbered. Loose documents shall be outrightly rejected.**

PART-I: Bid Security and Price of the Tender Document in a separate sealed envelope superscribed with the Tender Document number. Please enclose EMD of **Rs.2,00,000/-for Ahmedabad & Rs. 200,000 for Gandhinagar District and Rs.50,000/-for each of remaining other district.** Price of one copy of the Tender Document of Rs.5000/- in form of Demand Draft drawn in favour of **“Tourism Corporation of Gujarat Limited”** payable at Gandhinagar.

PART-II: Original and one copy of TECHNICAL BID complete with all technical and commercial details **except the prices**. Original printed document shall be considered as authentic.

Note: Filling up prices in Part II will render the Bidder disqualified.

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

- 3.0 Financial Bid: Bidder shall submit the FINANCIAL BID online through www.nprocure.comonly.**
- 4.0** Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading “Deviations”.
- 5.0** Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

Yours faithfully,
For and on behalf of

THE MANAGING DIRECTOR
Toursim Corporation of Gujarat Limited (TCGL),
Block No. 16, 4th floor, Udyog bhavan,
Sector 11, Gandhinagar – 382 017.

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***To be pasted on the outer envelope containing Bid Security,
Tender Fees, Technical bid and Main Cover.***

Important Data

DO NOT OPEN – THIS IS A BID

Bid Security/Tender Fees/Technical Bid/Main Cover

To	Name of Tender: Selection of Agency for Transport service provider on Monthly basis.
	Issue of Tender From 27/08/2019 at 15.00 hrs to 10/09/2019 upto 15.00 hrs.
	Bid Due Date: 10/09/2019 upto 15.00 hrs.(online)
	Technical Bid Submission Due date: 10/09/2019 upto 15.00 hrs
	Technical Bid Submission Address: The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	Technical Bid Opening Date & Time: NIL
	Price Bid opening: To be communicated later

CHAPTER – I
INSTRUCTIONS TO THE BIDDER

ARTICLE-1: DEFINITIONS

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) **“Agreement”** means the document signed by the TCGL and Bidder that incorporates any final corrections or modification to the Tender and is the Legal document binding both the parties to all terms and conditions of the Contract.
- 2) **“Bid”** means the complete bidding document submitted by the bidder to the The Managing Director, Tourism Corporation of Gujarat Limited (TCGL) and shall include any corrections, addenda and modifications made therein.
- 3) **“Bidder”** shall mean a corporate entity or a society or a corporation or a firm eligible to participate in the tender in the stages of Pre-qualification, bidding process and shall include the successful bidder during the currency of the Contract.
- 4) **“Proposal”** means all documents and information submitted by bidder supporting its bid to provide the services to TCGL, as required under this document.
- 5) **“Contract Period”** shall mean entire term of the contract as indicated in the Article 1, Chapter IV.
- 6) **“Contract”** shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article 1, Chapter IV in accordance with the terms and conditions of the Agreement.
- 7) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of any thing of value, pressurising to influence the action of a public official in the process of bidder selection and contract execution.
- 8) **“Authority”** shall mean Tourism Corporation of Gujarat Limited, Government of Gujarat for this purpose.
- 9) **“Contractor”** shall mean successful bidder shortlisted and allotted this work
- 10) **“Defects Liability Period”** shall mean the defects liability period from date of starting the work of the facilities up to the success full completion of work during which the selected agency shall undertake the responsibilities, and have the liability for the work.
- 11) **“Financial Capability”** means financial worthiness of bidders as per the terms of the Proposal.
- 12) **“Local Language”** means the language declared by the concerned State Government as their official language.

- 13) **"Selection Procedure"** means the entire procedure conducted by TCGL to select and appoint the Successful bidder for the provision of the Services pursuant to the Tender process and the subsequent negotiation, finalization and execution of the Agreement.
- 14) **"Total Accepted Tender Value"** means the total value of services and supplies as covered under this Tender and agreed upon by the Authority and the Bidder.
- 15) **"Agency"** means any business entity be it, proprietorship, Partnership, public ltd, Pvt limited, NGO Etc.

ARTICLE - 2: ELIGIBILITY CRITERIA FOR BIDDERS

The bidder shall be evaluated in two stages

- 1.) **Pre-qualification stage**
- 2.) **Technical Evaluation of Proposal**

The bidder fulfilling pre-qualification criteria shall be shortlisted for Technical Stage. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. **Bids from consortiums are not allowed.**

TCGL reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the TCGL's decision shall be final in this regard. TCGL may, in its absolute discretion, waive any of the conditions and / or requirements in this tender in respect of any or all of the bidders.

a) Stage –I :Pre-qualification Criteria for bidders

Sr.	Pre-qualification criteria	Documentary Evidence
1	The bidder should have a minimum experience of Five years in the field of Tourist transport service provider(car/bus services).	Work order/Work completion certificate (Annexure -8) Or IT return and Audit Report Submitted during past five years
2	The Bidder should have Minimum an Annual Financial Turnover of Rs.3 Crore in each of the last 3 years(i.e. 2016-17,2017-18 & 2018-19).	- Audited Financial Report for 2016-17, 2017-18& 2018-19. - Copy of Income tax Return
3	The agency shall have similar experiences of providing such services on Monthly basis to central/state Govt/Renowned organization to a minimum two organization in each year during last three years (i.e 2016-17,2017-18,2018-19).	The bidder shall provide work order and work completion certificate/ payment received proof
4	The bidder should have own minimum 30 nos. of light OR heavy vehicles commercially registered in the name of agency/proprietor under prevailing motor vehicle act with comprehensive insurance cover of each vehicle. (both types of vehicles are	The bidder shall provide Rc book and insurance copy of each vehicle

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	mandatory). Vehicle owned by members of the company owners family/relatives who are not directly involved in the agency will not be considered. 30 nos out of which 15nos vehicles should not be older than 2016 model.	
5	The agency should be a registered member of anyone Government approved/recognized association of tourist services.	Registration copy
6	The bidder shall have registered office at Ahmedabad/Gandhinagar	Submit the copy of registered firm in Ahmedabad/Gandhinagar and address proof
7	The bidder should have PAN, GST Number and GST/ Service Tax Return Statement/certificate for the last three years	A copy of PAN, GST Tax Return Statement /Certificate. The bidder shall also submit copy of the returns of GST.
8	The bidder should have PF registration	submit copy of the registration
9	The bidder shall provide a valid EMD acceptable to TCGL. EMD deposit of Rs.2,00,000/-for Ahmedabad & Gandhinagar District and each of Rs.50,000/-for remaining other districts has to be submitted along with bid document. Non-refundable Tender fees of Rs.5000/- through DD favoring Tourism Corporation of Gujarat Ltd payable at Gandhinagar has to be annexed with the bid document.	Tender fee DD and EMD – DD
10	History of Litigation	As per the format given in Annexure -9
11	The bidder has to submit self certified letter indicating that they have not been blacklisted by any Government Department, Organisation, Corporation	Self certified letter – As per format given in Annexure-10.
12	The bidder has to submit details of district/centres for which they applied for. Details to be submitted on bidders letter head only.	As per format given in Annexure -12.

Stage – II : Technical Evaluation

The bidders fulfilling pre-qualification criteria will be shortlisted for Technical Evaluation. The technical evaluation criteria are given in the following table:

Sr.	Criteria	Documentary evidence	Marking Pattern	Max Marks
1	The bidder should have a minimum experience of Five years in the field of Tourist transport service provider(car/bus services).	Work order/Work completion certificate (Annexure -8) Or IT return and Audit Report Submitted during past five years	If 5<=X<=8 year-10 If 8<X<=10 years-15 x>10 years-20	20
2	The Bidder should have an Annual Financial Turnover of Rs.3 Crore in each of the last 3 years(i.e. 2016-	- Audited Financial Report for 2016-17,	If 3crs <=X<=4 crs-10 If 4<X<=6Cr-15 x>6Cr-25	25

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	17,2017-18 & 2018-19).	2017-18& 2018-19. - Copy of Income tax Return		
3	The agency shall have similar experience of providing such services on Monthly basis to central/state Govt/Renowned organization to a minimum two organization in each year during last three years (i.e 2016-17,2017-18,2018-19).	The bidder shall provide work order and work completion certificate/ payment received proof, CA Certificate alongwith copy of bills to TCGL Satisfaction.	Work order of 2 organizations= 20 Work order of 3 to 4 organizations = 25 Work order of 5 organization & above = 30	30
4	The bidder should have own minimum 30 nos. of light & heavy vehicles commercially registered in the name of agency/proprietor under prevailing motor vehicle act with comprehensive insurance cover of each vehicle. (both types of vehicles are mandatory). Vehicle owned by members of the company owners family/relatives who are not directly involved in the agency will not be considered. 30 nos out of which 15nosvehcicles should not be older than 2016 model.	Attach details of each vehicles as per format given in Annexure-11	If X =30 - 20 If X >30 – 25	25

After detailed evaluation of above details, as per marking system, TCGL shall shortlist the bidder securing 60 or more marks. Such bidder shall be called “Technically Eligible bidder” and such technically eligible bidder shall be called for Presentation on Concept, Design, Methodology to execute the work etc.

b) PRICE BID

- a. The evaluation will be based on **Quality Cost Based System (QCBS)**
- b. The technically eligible bidder securing minimum 60% marks in Presentation shall be considered for opening the price bid and further process.
- c. The Committee will evaluate the bidder by giving 70% weightage on the Quality of Concept and Design presented before it and 30% weightage to the Price Bid. All concerned details mentioned in price bid are to be supported with Annexure.
- d. Bidder shall fill up entire price bid along with final amount as part of price

bid. This final amount shall be considered for further evaluation in QCBS formulae.

e. The Technical marks obtained by bidder shall be taken as Technical score(T) of technically eligible bidder

f. Comparison of Price Bid shall be done by the formula as under:

$$Sf = 100 \times Fm/F$$

Where: Sf is the standard financial score of the Price Proposal being evaluated

Fm is the lowest price bid

F is the Price Proposal under consideration

g. Based on combined marks of Technical and Financial Bid, bidder securing highest score/ranking will be selected and the Committee if required will further negotiate and finalize the price.

h. Highest Score = T x 0.7 + Sf x 0.3

i. There are 14 price bids for 14 different Districts/centers. The agency is required to fill in the separate rates for the districts/centers in which he is interested.

j. The district wise separate rate evaluation will be made.

k. The district wise evaluation will be based on item wise(vehicle type) rates quoted.

TCGL reserves the right to make the appointment of the Successful bidder subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the services. TCGL shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.

TCGL reserves the right, at any time and in its absolute discretion, accept or reject Proposals, to pursue negotiations with any number of bidders, to withdraw from negotiations with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

ARTICLE – 3: CORRECTION OF ERRORS

Price Proposals determined to be substantially responsive will be checked by the TCGL for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

If there is discrepancy between total price bid amount and summary of total cost of all components/parts, then the following will be procedure.

- a) Where there is discrepancy between the rates in figures and in words, whichever is less shall govern
- b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) If the total amount of bid quoted is less than actual summation of cost of all the components/parts as the case may be, then the total quoted amount shall govern and difference between the actual summation and amount quoted shall be considered as a discount.

- d) If total amount of bid is more than actual summation of cost of all components/parts as the case may be, then the individual cost of the components/parts shall govern and total amount shall be reduced to actual summation and it shall be considered as mistake in totaling.

However, the decision of TCGL in this regard shall be final and binding.

The amount stated in the Form of bid for Price Proposal will be adjusted by the TCGL in accordance with the above procedure for the correction or errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD may be forfeited in accordance with relevant clause.

ARTICLE – 4: COMPARISON OF PRICE BIDS

- TCGL will evaluate and compare only the bids determined to be substantially responsive in accordance with relevant clause.
- TCGL’s evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder’s bid price in the evaluation using pricing information available to the TCGL, in the manner and to the extent of the requirement of the TCGL.
 - a) If the price stated is not realistic the bid is liable to be rejected.
 - b) Compliance within the time schedule called for in the appendix to price proposal within and evidenced as needed in a milestone schedule provided in the bid;
 - c) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and
 - d) The extra cost of work, services, facilities etc., required to be provided by the Employer of third parties.
- TCGL reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the TCGL, may not be taken into account in bid evaluation.
- If the bid of the successful bidder is substantially below the TCGL’s estimate for the contract, TCGL may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices.
- If a discount has been offered in any price proposal, such discount will be applied pro-rata against each item, the TCGL reserves the right to reject, will call for submission of new price proposals. In order to allow comparison on a common basis, each Price Proposal will be carefully scrutinized in accordance with the procedure outlines in relevant Clauses.

ARTICLE –5: PRE-BID MEETING

- A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification which he receives prior to or during Pre-Bid Meeting.
- NO QUERIES OF ANY TYPE SHALL BE ENTERTAINED ON PHONE.

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- NO QUERIES SHALL BE ENTERTAINED ONCE PRE-BID MEETING IS OVER.
- Pre-bid meeting shall be as per given above details in the Conference Hall, TCGL, 4th floor-Block no.16, Udyog Bhavan, Gandhinagar. Evaluation criteria and method for Presentation and Price-Bid will be discussed in this meeting. It will be essential for the Bidders to attend the Pre-Bid Meeting so as to understand and clarify any issues related to Tender and related works.

CHAPTER-II
GENERAL TERMS AND CONDITIONS

ARTICLE - 1: CHECKLIST OF DOCUMENTS COMPRISING THE BID

1.1 The bid submitted shall have the following documents:

Part-I

Earnest Money Deposit and Price of one copy of the Tender Document in the form prescribed in the Tender.

Part - II

1. Bid signed and sealed (with official seal) in Original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A CD containing the softcopy of the Technical Bid and scan copy of the documents submitted.
3. In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case Bidder is a corporation- Authenticated copy of the parent statute

Or

In case of Firm- Certified copy of the Registration Deed

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorised signatory.

4. List of present Directors/owners/executive council members/trustees/ Board members as applicable.
5. Technical Proposal elaborating the Bidders concept of the proposed Project should include the following:
 - i. All the annexures except the financial bid format shall be submitted with Technical Proposal.
 - ii. All legal and mandatory obligation to be fulfilled by bidder as mentioned in **Annexure -7**
 - iii. Team structure, size, capability and manpower deployment plan (Total Staffing plan including numbers) for execution of the work.
 - iv. Profiles of resources (technical personnel) proposed for the project (to be provided in the format included in **Annexure 6**). The bidder shall provide an undertaking, on a separate letter on company letter head signed by the authorized signatory, in the technical bid that all the profiles of the proposed resources are complete and accurate. In addition, each profile shall be signed by the resource (*of whom the profile is submitted*) and the authorized

signatory. If the signature of the resource (technical personnel) couldn't be obtained, the authorized signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications and experience specified in the profile.

- v. A specific description of the prior experience as per format given in **Annexure -8.**
6. Current GST/Service tax Return Statement for 2016-17, 2017-18 & 2018-19
7. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2016-17, 2017-18 & 2018-19. Firms that do not publish financial statements, such as partnerships, submit specially prepared statements. A qualified external auditor should certify such statements. Annual reports shall include the auditor's certification.
8. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the criteria as stated in **Article 2, Chapter I.**
9. Clause by clause compliance statement for the whole Tender Document including all Annexures
10. All deviations and/or non-compliance clauses shall be listed separately
11. Details in the formats as given at Annexures. (please check all the Annexures)

Part-III

- a) Financial Bid as per *Annexure – 1* to be **submitted on-lineonly**. No deviations and/or non compliance clauses shall be allowed.

ARTICLE – 2: BIDDING DOCUMENT

- 2.1 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. **Bidder has to submit hard bound document duly numbered. Loose documents may be outrightly rejected.**

ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS

- 3.1 Bidders can seek written clarifications within stipulated time from the date of issue of the tender document, to The Managing Director, TCGL, Gandhinagar. The clarification shall be issued without any delay.

ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS

- 4.1 At any time prior to the deadline for submission of bids, TCGL for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.
- 4.2 All prospective Bidders who have received the bidding documents will be notified of the amendment through website <https://www.nprocure.com> and such modification will be binding on them.

- 4.3 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, TCGL, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 5: LANGUAGE OF BID

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and TCGL shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 6: COST OF BIDDING

- 6.1 The bidder shall bear all costs associated with the preparation and submission of the bid and TCGL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 7: BID FORMS

- 7.1 Wherever a specific form is prescribed in the tender document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 7.2 For all other cases, the Bidder shall design a form to hold the required information.
- 7.3 Authority shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE

- 8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the TCGL of the benefits of free and open competition.
- 8.2 Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE - 9: LACK OF INFORMATION TO BIDDER

- 9.1 The bidder shall be deemed to have carefully examined all contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligation under the document.

ARTICLE - 10: CONTRACT OBLIGATIONS

- 10.1 If after the award of the contract the bidder does not sign the agreement or fails to furnish the performance guarantee within the prescribed time limit, the TCGL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

ARTICLE - 11: BID PRICE

- 11.1 The financial bid should indicate the prices in the format/price schedule given at *Annexure – 1*.

Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

- a) Any effort by a bidder or bidder's agent/consultant or representative howsoever described to influence the TCGL in any way concerning scrutiny/consideration/evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- b) The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the tender.
- c) Bids should be submitted directly by the bidder.

11.2 TCGL reserves the right to seek clarification/justification from the bidder on the bid price in case TCGL deems it necessary. Based on the justification provided by the Bidder, if TCGL feels that the price is unrealistic/infeasible in order to execute a project of this nature, TCGL reserves the right to reject the said bid. The Bidders shall be governed by the decision of TCGL.

ARTICLE - 12: BID CURRENCY

12.1 For the services required in the tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

ARTICLE - 13: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

13.1 The bidder shall furnish, as part of the Bid, a bid security for the amount of **Rs.2,00,000/-for Ahmedabad & Rs. 200,000 for Gandhinagar District and Rs.50,000/-for each of remaining other district** in favour of **“Tourism Corporation of Gujarat Limited”** payable at **Gandhinagar** issued by any nationalised bank or HDFC/Axis/ICICI bank in India in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be opened.

13.1.A The agency (MSME unit) submitting valid registration copy of NSIC/DGS&D/CSPO, need

not to pay EMD.

13.2 No interest shall be paid on bid security.

13.3 EMD of bidders not short-listed will be refunded within 30 days from the date of declaration of short-listed bidders. If the bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.

13.4 **The successful bidder's bid security will be discharged upon the bidder signing the contract/Agreement, and furnishing the Security Deposit and Bank Guarantee.**

13.5 The bid security may be forfeited either in full or in part, at the discretion of TCGL, on account of one or more of the following reasons:

- a) The bidder withdraws their bid during the period of bid validity specified by them on the bid letter form.
- b) Bidder does not respond to requests for clarification of their bid.
- c) Bidder fails to co-operate in the bid evaluation process, and
- d) In case of a successful bidder, the said bidder fails:
 1. To sign the Agreement in time; or
 2. To furnish Performance Guarantee and Security Deposit

ARTICLE - 14: PERIOD OF VALIDITY OF BID

- 14.1** Bids shall remain valid for 150 days after the date of bid opening prescribed by TCGL. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2** In exceptional circumstances, the TCGL the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is not required nor permitted to modify the Bid.

ARTICLE - 15: FORMAT AND SIGNING OF BID

- 15.1** The bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. **The bidder shall submit all the bid documents appropriately hardbound. If bid is submitted in loose form it shall be outrightly rejected.** In the event of any discrepancy between original bid document and the copy of the bid, the original shall govern.
- 15.2** The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorised to bind the bidder to the Contract/Concession Agreement. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3** The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the TCGL or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

ARTICLE - 16: SEALING AND MARKING OF BID

Bidder shall submit their bids in THREE SEPARATE PARTS, out of which two parts are to be submitted in sealed envelopes super-scribed with due date, time, project and nature of bid (Bid Security, Technical) and Financial. Bid is to be submitted online.

- Part: I** Tender Fee & Bid Security in a separate sealed envelope super scribed with the Tender Document number.
- Part: II** Original and 1 copy of TECHNICAL BID complete with all technical and commercial details other than price i.e. identical to part-III with prices blanked out.

NOTE: *Filling up prices in Part-II will render the Bidder disqualified.*

PART - III: Original FINANCIAL BID online Only with full price details.

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given below) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in cases it is declared 'late' or the bidder has not submitted the price through online process.

- 16.1** If the outer envelope is not sealed and marked as required, TCGL will assume no responsibility for the bid's misplacement or premature opening.

- 16.2** The Tender Fee, Bid Security and Technical bids shall be placed in separate envelopes and then placed in double envelope as explained above.
- 16.3** If these envelopes are not sealed and marked as required, TCGL will assume no responsibility for the bid's misplacement or premature opening and rejection.

ARTICLE - 17: BID DUE DATE

- 17.1** Bid must be received by the TCGL at the address specified in the Tender Document not later than the date specified in the bid. Late bid shall be outrightly rejected by TCGL.
- 17.2** TCGL may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the TCGL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 18: LATE BID/CONDITIONAL BID

- 18.1** Any bid received by TCGL after the bid due date/time prescribed in the tender document shall be rejected.
- 18.2** Any bid indicating conditions beyond those indicated in this tender document i.e. conditional bid shall be rejected.

ARTICLE 19: MODIFICATION AND WITHDRAWAL OF BID

- 19.1** The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the TCGL prior to the deadline prescribed for submission of bids.
- 19.2** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- 19.3** No bid may be modified subsequent to the deadline for submission of bids.
- 19.4** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid letter form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Bid security.

ARTICLE - 20: OPENING OF BIDS BY THE TCGL

- 20.1** Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 20.2** The bidder's names, bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the TCGL at his/her discretion, may consider appropriate, will be announced at the opening.
- 20.3** At the pre-decided time, the TCGL contact person shall open the Technical Bids and list them for further evaluation. The Financial Bid will be submitted online. Financial Bids shall be in custody of a designated officer for opening after evaluation of Technical Bids. Any participating Bidder may depute a representative to witness these procedures.

ARTICLE - 21: CONTACTING THE TCGL

- 21.1** Bidder shall not approach TCGL officers out side of office hours and/or out side the TCGL premises, from the time of the Bid opening to the time the Contract is awarded.
- 21.2** Any effort by a Bidder to influence the TCGL officers in the decisions on bid evaluation bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the TCGL, it should do so in writing.

ARTICLE - 22: BID EVALUATION

22.1 Parameters and Procedure of Evaluation

The bidder shall bid for the said work mentioned in this document. TCGL is not bound in any manner to select any of the bidders submitting proposals or to select the bidder offering lower quote. The bidder fulfilling the pre-qualification criteria and technical eligibility criteria mentioned in this document shall be shortlisted for presentation and financial bid opening.

The technically eligible bidder securing Highest Combined Score as per Quality and Cost Based Evaluation Method will be shortlisted and may be invited for negotiation and contract will be awarded to the bidder after clarifying any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign a Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in support of their claims.

The above evaluation shall be done by an Evaluation Committee decided by the TCGL. The Committee shall determine the approach and methodology for the issues, which may arise during the above referred evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

ARTICLE - 23 : TCGL's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD

- 23.1** If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the TCGL changed order.

ARTICLE - 24 : TCGL'S RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 24.1** TCGL reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 25.1** Prior to expiry of the period of bid validity, TCGL will notify the successful bidder in writing that its bid has been accepted and send the successful Bidder the Contract Form.
- 25.2** Within Two (02) days of receipt of the Contract Agreement, the successful bidder shall sign and date the Contract Agreement and return it to the TCGL. Extension of the time contained in this clause shall be at the sole discretion of the employer. Failure on the part of bidder to sign the contract agreement within the prescribed time shall empower the employer to cancel the Letter of Acceptance and take appropriate action against the contract including forfeiture of the 'EMD' and black listing of the bidder.
- 25.3** The person to sign the Contract Agreement shall be the person as described in relevant clause.
- 25.4** It shall be incumbent upon the successful bidder to pay stamp duty on the Contract and all other legal charges for preparation of the Contract Agreement, as ruling on the date of execution of the Contract as specified in the Conditions of Contract.

ARTICLE - 26: PERFORMANCE SECURITY AND SECURITY DEPOSIT

- 26.1** The selected bidder shall deposit **2.5%** of the agreed project amount in the form of DD on issuance of LOI as a security deposit which shall be released after successful completion of the contract period (i.e. 3 years). The Security Deposit shall be valid up to 30 days after completion of the contract.
- 26.2** The selected bidder shall submit Performance Security equal to **10%** of the contract price to the TCGL at the time of signing of Agreement and shall be issued as per the given format and shall be issued from any Nationalized Bank. This performance security shall be initially for one year and thereafter kept valid & effective during the licence period by renewing its validity three months prior to its expiry. Performance security shall be refurbished every year.
- 26.3** The performance security shall be valid for the period of contract and which will be released after successful and satisfactory completion of contract from TCGL/Concerned Authority/Consultant.
- 26.4** If the selected bidder fails to remit the performance guarantee, the EMD remitted by him will be forfeited by the TCGL and his bid will be held void.
- 26.5** Upon the selected bidder's furnishing of performance security/guarantee and signing of contractual documents, the TCGL will promptly notify all Short-listed Bidders and will refund their Bid Security.
- 26.6** In case of bidder does not perform the work at all, or bidder shuts down the services before the duration of as agreed upon, the amount of performance guarantee shall be forfeited and the agency shall be blacklisted. It may also result into heavy penalty as decided by TCGL.
- 26.7** Format of Performance Security as per **Annexure -3**.

ARTICLE - 27: FORFEITING OF SECURITY DEPOSIT/BANK GUARANTEE

- 27.1** If bidder fails to sign the contract /agreement within the prescribed time shall empower TCGL to cancel the LOI and take appropriate action against the contract including forfeiture of the ‘EMD’ and black listing of the bidder
- 27.2** The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the Contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of security deposit.
The security deposit maybe fortified in case of but not limited to this:
(1) In case of complains in regards to poor performance or non performance of facilities as mentioned in tender documents
(2) In case of damage to TCGL property
(3) In case of Termination of Contract by TCGL for any breach of contract mentioned in this document/agreement
- 27.3** In case, if bidder does not perform the said work at all, or bidder shuts down the services before the duration as agreed upon, the amount of security deposit/bank guarantee shall be forfeited and the bidder shall be blacklisted. It may also result into heavy penalty as decided by TCGL.

ARTICLE – 28: TCGL’sRIGHT TO AWARD THE CONTRACT TO ONE OR MORE BIDDERS

TCGLreserves the right to award the contract to one or more than one Bidder and split the order among different Bidders.

ARTICLE – 29: BIDDER AS SUBCONTRACTOR

The bidder shall not be sub-contractor of another bidder at the bidding stage.

ARTICLE – 30: BID CORREGENDUM / CLARIFICATIONS

The bid corrigendum if any shall be provided through nprocure only. All the clarifications if required shall be raised through email and will be provided through TCGL website/email only.

CHAPTER – III
TERMS OF REFERENCE

ARTICLE –1: SCOPE OF SERVICES

The detailed scope of services that the agency shall provide to TCGL during the contract period as follows:

- Service to be provided by the agency must be prompt, punctual, efficient, safe and courteous of corporate standards which are the essence of this service contract. The agency must be ready to execute the contract within 7 days of the receipt of LOI as per number of vehicles/types of vehicles required by TCGL at the time of issuance of LOA.
- Agency to ensure that the vehicles are in good condition and they have all the required permissions and papers as required under the govt. regulation. such as registration, PUC, insurance to cover third party and occupants, vehicle fitness certificate, permit and other relevant permits/licence essentially required by RTO and other statutory bodies for operations of the cars/taxis/bus/Tempo and must be revalidated before the expiry of the due date during tenure of the contract period.
- Agency is required to arrange and provide vehicles to TCGL and will make allocation as per the instruction given by TCGL only.
- The agency shall pay all kind of taxes and charges including toll taxes, parking charges etc as and when levied by any local or govt bodies in respect of vehicles deployed by agency for providing service. The expenditure on this account will be reimbursed on submission of original cash memos after validation of TCGL authority.
- The agency shall ensure that the vehicles deployed by him are maintained as per corporate standard, must be well cleaned thoroughly inside and outside, dicky must be kept clean of dust/rubbish/oil or any personal belongings of driver. Hygienic conditions must be maintained inside the vehicle at all times, which shall be subject to inspection by the officials of TCGL. Any substandard vehicles shall be rejected by TCGL and suitable penalty shall be imposed as per penalty terms and conditions.
- In the event of any delay or breakdown of vehicles en-route, the agency at its own cost shall make alternate arrangements for on time pick up of the officials/official guests.

Transport Service on Monthly Basis

- For monthly contract, the agency will be responsible to send the vehicle on any public holiday/Sunday i.e. throughout the month without a break.
- The agency has to ensure the safety of passengers by avoiding negligent driving by their drivers such as over speed, rash driving and driving vehicle with defective brakes. Daily check of vehicles to be ensured by agency/driver before commencing the duty for the day. The agency is fully responsible for any minor or major fault in vehicle. In any case, faulty vehicles must not be allowed for duty and alternate vehicles must be arranged by agency promptly. If any vehicle is drawn out of service by the agency for maintenance, repairs etc. suitable alternate vehicle shall be provided without any delay.
- The agency shall give full biodata of the drivers who shall be deployed at TCGL for services, which should contain their address, photograph, licence copy, contact number, employee number along with police verification report for record purpose. All the drivers must be stationed locally either in Ahmedabad or Gandhinagar. Or at the center of their duty/usual reporting.
- The agency shall intimate about newly recruited drivers with documents prior to respective deployment, similarly details of registration/termination of the drivers deployed at TCGL shall be required to be submitted by the agency with prior intimation and consent from TCGL.
- All the drivers must be in possession of valid driving licence issued by the RTO and must carry them while on duty. The drivers should be well literate, mannered, groomed, well dressed and should behave courteously with the Tourist/official. The drivers should be able to at least speak Gujarati and Hindi languages as well as they should have working knowledge of English.
- All drivers should be in appropriate dress code which will have to be intimated to TCGL.
- All insurance of the vehicles, driver, third party/full insurance etc are paid well in advance by the agency.
- The criteria of minimum 3000kms & 4500 kms per month will be applicable for the heavy and light vehicles.
- The rates quoted shall be valid for the concerned district as mentioned in the financial bid.

Transport Service on Monthly Basis

- The driver allowance will be included in the rates quoted and TCGL will not pay this allowances separately. Toll tax, parking charges will be paid as per actual by TCGL.
- Agency shall keep the present fuel cost in mind, the increase in the rates will be considered from time to time depending on price hike in fuel the base rate @Rs.70/-for diesel and Rs.70. The increase in rates on pro-rata basis will be considered by TCGL, only if minimum increase in fuel charges is more than Rs.10/-per litre. The decision of the management of TCGL in this matter will be final and binding to the selected agency. (Affidavit to be submitted along with technical bid).
- The agency will have to quote the fixed rates for per month basis for 3000 kms and 4500 kms for different vehicles in the financial bid. The GST will have to be included in the quoted rates and the agency will be responsible for payment of service taxes. TCGL has the right to ask the GST department regarding the regular payment done by the agency or so also can ask the agency for proof of payment of taxes.
- Rates for extra km which may be over and above 3000 kms and 4500 kms will be quoted separately in the financial bid.
- The agency shall will have to pay all taxes like RTO/Income tax/GSTetc in time during the contract period. If agency shall not pay taxes then TCGL will have the right to foreclose on the EMD, stop payment of all outstanding payments and black list the agency.
- The charges will be considered from the prescribed district headquarters.
- No cancellation charges of vehicle will be applicable. In case of any bulk booking or any other case if cancellation is requested before 24 hours of service TCGL reserves the right to accept or reject cancellation charges.
- **If the selected agency does not confirm any booking in a reasonable time limit or if the agency does not have the required vehicle, than TCGL 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 TCGL for the same.**
- **The TCGL reserve the right to assign the services to the agency selected for the other category of the vehicle in extra ordinary circumstances with the rate agreed by agency / already approved by TCGL for that category of vehicle.**

- The full authority to reject vehicle on ground of any minor/major faults or hygiene standards or behavior of drivers shall be given to TCGL officials who travel in the vehicle. Agency shall be abiding with the decision of officials travel in the vehicle and must arrange alternate vehicle promptly.
- The agency shall have to replace the driver/or and vehicle, if TCGL is not satisfied with the service of the driver or vehicle, as the case may be. Driver on the duty cannot leave the vehicle without prior permission of the TCGL officials.

ARTICLE-2: SAFETY MANAGEMENT AND RESPONSIBILITIES

- The bidder shall be responsible for ensuring the fitness and safety of all persons deployed at duty. Smoking & Consumption of Liquor in any form is not allowed while on duty.
- The Agency is responsible to ensure that necessary and adequate personal protective equipments are all the times available for the service personnel working.
- The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited during the duty time.

ARTICLE -3: ACCIDENTS

It shall be the sole responsibility of the agency to adopt all the safety measures & deploy personnel who are adequately trained in safety.

- a) If any accident occurs due to operation or due to negligence on the part of the agency's personnel it shall be the full responsibility of the agency.
- b) If any damage occurs to the vehicles, the cost of damage will be bare by the agency.

ARTICLE -4: STAFF AND EMPLOYEE

A reasonable proportion of the applicant's superintending staff shall have a working knowledge of Gujarati, English and/or Hindi language.

ARTICLE -5: ALCOHOLIC LIQUOR OR DRUGS

The bidder shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation., sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

ARTICLE -6: ARMS AND AMMUNITION

The bidder shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

ARTICLE -7: ASSIGNMENT

The bidder shall not sub-contract any part of his obligation to any third party without prior approval of the TCGL.

ARTICLE -8: TOURIST DATA/INFORMATION/REPORT

The bidder shall collect data related to people feedback related to service. The bidder shall handover such data to TCGL as and when required by TCGL for verification.

CHAPTER – IV
SPECIAL TERMS AND CONDITIONS OF CONTRACT

ARTICLE - 1: CONTRACT PERIOD

The contract period shall be three years from date of signing the contract. The TCGL may extend the contract for 2 years depending upon the performance as well as requirement.

ARTICLE -2: BIDDER'S OBLIGATION

- 1) The agency shall be solely responsible to comply with all the provision of motor vehicle act and all other laws, rules, guidelines, etc as applicable from time to time in respect of plying of providing hired vehicles services.
- 2) All vehicles should be in excellent working condition and first registration of the offered vehicles must not be older than 3 years at the time of bid submission
- 3) No private registered vehicles should be included and the same will not be allowed to use the vehicle allotment to company. The agency must provide tourist permit (Taxi permit). All the vehicles must have necessary valid certificates and original documents should always be there in the vehicles.
- 4) The agency shall provide well dressed driver with valid licence and police verification along with corporate grooming standards and mobile phone in working condition. The driver must carry valid licence while on duty.
- 5) The agency shall pay all the taxes including toll tax, parking charges etc as may be levied by any local or govt bodies. The substantial expenditure on this account may be reimbursed on submission of original cash memos after validation of TCGL authority.
- 6) During the contract period, if the vehicles is seized/detained by police/motor vehicle authority or any authorities for any reason whatsoever, it will be at the contractor's risk and responsibility.
- 7) Agency has to make his own arrangements to procure fuel, lubricants, spare parts, repairs etc during the contract period. On account of this or any other reason, if the vehicle is sent to garage/petrol pump, agency shall not claim for the vehicle running expense during the said trip and all the cost to be borne by agency only.
- 8) All the drivers of vehicle deployed at TCGL have sufficient money so in case of any expenses during travels on duty, drivers should never ask money from TCGL official/representatives.
- 9) The agency shall be personally responsible for any theft, dishonesty or dissidence by the drivers. In such cases, TCGL shall have the authority to

recover the cost of theft materials or valuables from the monthly bill of agency at its own discretion.

- 10) Log book will be maintained for each vehicle on daily basis by drivers and it is the responsibility of the drivers/agency to get the daily signature of use promptly.
- 11) The drivers shall not be treated as employees of TCGL under any circumstances. Drivers must be employees of the agency and the agency shall ensure that all statutory obligations, if any, with respect to their employees are successfully complied at its cost without fail.
- 12) All the claims arising out of accidents including damages to the vehicle and injuries including death of the people travelling in the vehicle (including driver of the vehicle provided by the agency) and any other third party all to be owned and settled by the agency. TCGL will not be liable or responsible in any of such claims.
- 13) TCGL will neither be responsible nor liable to pay any compensation for injury/death caused to the agency's operating staff in the event of any accident on duty.
- 14) In case of injury of life to TCGL staff/tourist while travelling in the agency's vehicle, the agency shall make arrangements to pay suitable compensation in accordance with law of the land for each and every one affected or their heirs depending upon the merits of each individual case.
- 15) For all outside destination, arrangement of accommodation of driver, food, parking of vehicles when not on duty will be arranged by the agency.
- 16) Safety and security of the tourists and officials of TCGL are of great importance, it is required by agency to maintain safety measures in proper conditions. Some of them are front and rear safety belts, safety guards, first aid kit, fire extinguisher, proper tool kits etc.
- 17) In case of exigencies/emergencies, if TCGL requires vehicles/taxis, agencies shall be abiding to provide the same on short notice even at late night or on public holidays.

ARTICLE - 3:TCGL'S OBLIGATION

- i) TCGL shall appoint an authorised person as '**Coordinator –TCGL** to coordinate with the agency in all matters related to project for the successful execution of the work and to be responsible for all necessary exchange of information required.

ARTICLE – 4 : PENALTY

Prompt, punctual, efficient, safe and courteous service by the agency is the essence of this service, any lapses in the services will be viewed seriously and penalties will be imposed on the agency as it will be considered as non fulfilment of contractual obligations. Quantum of penalty will be decided in individual cases and the decision of TCGL will be final and abiding to bidder. Few of penalty condition are tabulated below.

1. In case of failure to commence the vehicle allotment services as per the stipulated time/date given by TCGL, the entire Security deposit shall be forfeited and LOI shall be withdrawn.
2. In case of failure to carry out the services of hired vehicles to the satisfaction as clearly mentioned in responsibility and scope of contract, TCGL will be free to get hired vehicles from open market at the cost and risk of the agency until agency improves the services and gives assurance in writing to provide services to the satisfaction. All the cost of hiring vehicles from outside to be borne by agency, the same will be deducted from monthly bill of agency.
3. In case of any of The Agency's Drivers deployed under the contract is (are) absent or fails to report in time and Agency is unable to provide suitable substitute in time, a penalty of Rs.5000 per day shall be levied by TCGL and the same shall be deducted from The Agency's bill. Repetition of such incidents may be resulted into termination of contract or substantial penalty decided by TCGL officials.
4. In case any public complaint is received attributable to misconduct/misbehaviour of The Agency's Drivers, & is assessed as true by TCGL administration, a penalty of Rs. 10,000/- (Rupees Ten Thousand Only) for each such incident shall be levied and the same shall be deducted from The Agency's bill and on repetition of the same TCGL may terminate the contract.
5. If as a result of post payment audit any overpayment is detected in respect of any invoices of services provided by the agency or alleged to provide services by the agency under the contract, it shall be recovered by TCGL from the agency from subsequent bills without consent of the agency at TCGL's discretion.
6. TCGL will deduct the statutory tax, penalties, if applicable etc. from each bill from time to time if required.
7. If any complaint regarding driver's behaviour is raised by TCGL representative, travelling memo of that day will be treated as cancelled and it will be considered as absenteeism of vehicle and services. If driver or any other person representing agency is found in drunken state with alcohol, the same shall be reported to the Agency and The Agency has to take necessary legal actions against him. Any lapse in prompt action by agency will be considered as non-fulfilment of contractual obligations. For such case of drunken driver, penalty of Rs.10,000/- (Rupees Ten Thousand Only) will be imposed by TCGL to agency and on repetition of the incident, TCGL may terminate the contract.
8. Rs.1000 (Rupees One Thousand Only) per day per vehicle will be deducted if

any driver of agency is not in proper (corporate level) grooming standards or without uniform or without ID card or chewing tobacco inside the car or tried to manipulate the meter readings by any means etcetera. The full authority to assess and judge corporate level grooming standards shall be given to TCGL officials and agency is abiding to decision given by TCGL officials.

9. If any repetitive lapses are found in the performance of the duty by the agency or on any particular incident negatively affecting the working of TCGL, a suitable amount of penalty as decided by MD, TCGL will be deducted from the agency's monthly bill/performance guarantee or TCGL may terminate the contract on ground of gross negligence and non-fulfilment of contractual obligations.

ARTICLE -5: ACCEPTANCE AND QUALITY CHECK OF SERVICES

The Acceptance/Quality check will be an on going process. The TCGL shall evolve the appropriate system and make necessary changes for the necessary checks for the services to be provided. The TCGL shall have right to deduct an amount upto 5% of the bills for the lapses of general nature. The TCGL will take appropriate actions for major faults in providing services.

ARTICLE -6: LIQUIDATED DAMAGES

The completion period of the entire work shall be as per the dates specified for the assignment; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by TCGL, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the bidder and accepted by TCGL, unless extended by TCGL in writing, penalty would be applicable at the rate of **5%** of the contract value for delay of each day taken by the bidder, subject to maximum of **25%** of the contract value.

The penalty shall be recoverable from the Deposit provided by the bidder and if the Security Deposit is not sufficient, by revoking the Bank Guarantee submitted by the bidder or from any sum payable to the bidder under this or any other Contract with TCGL.

In case of delay to deliver the work within stipulated program, TCGL reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra expenditure that TCGL will have to incur for completion of the balance job/s through another agency on account of higher rates quoted by the agency will be recovered from the bidder's account, retention money, Security deposit. Moreover, TCGL shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

ARTICLE - 7: TERMINATION OF THE CONTRACT

- 6.1 **TCGL will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:**

- a) **It is found that the schedule of implementation of the work is not being adhered to.**
- b) **Bidder stops providing service and such stoppage has not been authorised by TCGL.**
- c) **Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.**
- d) **TCGL gives notice to correct a particular defect/irregularity and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the TCGL.**
- e) **Any action/omission not in line with laws of State Government/TCGL**

ARTICLE - 8: "NO CLAIM" CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever, against the Government/TCGL, under or by virtue of or arising out of this Contract, nor shall the Government/TCGL entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favour of the Government/TCGL in such forms as shall be required by him after the works are finally accepted.

ARTICLE - 9: SUSPENSION

TCGL may, by a written notice of suspension to the Bidder, suspend the contract if the Bidder fails to perform any of its obligations under this contract (including the carrying out of the services) provided that such notice of suspension:

1. Shall specify the nature of the failure and
2. Shall request the bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

ARTICLE - 10: DETAILS TO BE KEPT CONFIDENTIAL

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Government. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Government whose decision shall be final.

The Bidder or his representative should neither disclose the data of project nor sell the data or use it for commercial exploitation or research work without the written permission of the Government.

ARTICLE - 11: TRANSFER OF RIGHTS

The Bidder shall not transfer the Contract to anybody except with the prior permission of the Government/its Department.

ARTICLE -12: PAYMENT TERMS

Payments shall be made on monthly basis within 15 working days after submission of statutorily complied bills in the succeeding months. The Agency shall submit the bills between 1st to 5th of each month along with the copies of signed log book and certificate from party. Payment to the agency drivers by the agency will not depend on the clearance of the bill submitted at TCGL. The toll tax, parking and other state taxes will be paid by TCGL along with the final bill only. Along with invoice, below documents to be submitted by agency after

then only payment will be processed by TCGL.

- Signed and stamped log-book of each vehicles with printed numbers
- Invoice duly signed by authorized person of agency in duplicate Vehicle wise summary sheet of total kilometers consumed in each segment and total hours of duty performed for each segment as per format suggested by TCGL
- ECR and paid PF/ESIC challan along with bank transaction slip for all the Drivers deployed at TCGL
- original memo with signature of TCGL official whoever travelled, Invoice with original Toll Tax receipts, Parking slips and all supporting documents.

The payment will be done within one month of receipt of bills.

ARTICLE -13 OTHER SPECIAL CONDITION OF TENDER

1. Bidder shall be liable for all necessary concept planning, for execution of project.
2. Looking at the nature of work, in order to bring in innovation in to the assignment, bidder is permitted to propose additional work or enlarge the existing specifications. For all the works conceived by the bidder shall have to get approved by TCGL and detailed specifications for the same shall have to be provided by the bidder.
3. The bidder shall not assign sub-let or transfer their interest in this agreement without written consent of TCGL. Though he may outsource the particular task.
4. The bidder shall submit a soft copy of the presentation to TCGL.
5. The scope is likely increase or decrease, depending upon the requirements the bidder shall accommodate all such changes without prejudice to the condition of this contract and within time frame. The TCGL does not provide any gurantee or under obligation for any minimum level of hiring in toor in any individual category of vehicle.
6. Cost of all the works necessary to carry out a successful organization of services including deploying necessary manpower, facilities, services etc. but not exclusively mentioned in bills of quantity and specifications, shall have to be carried out by the bidder and the cost of same deemed to be inclusive in the rate of items quoted by bidder. No reimbursement or extra item in this regard shall be permitted.
7. If there is any ambiguity or contradiction found/observed in the tender document between technical bid and financial bid, the bidder shall bring it to the notice of the TCGL/Professional Advisor appointed by the Bidder prior to pre-bid meeting.
8. Stipulated Tender requirements indicated/mentioned in the terms in bids related especially to personnel, and assets are to be complied. Non-compliance with such conditions/noncompliance to project schedules resulting into delays of works/inferior quality of execution of works/non-compliance to any services can lead to penalty as finalized by the constituted Committee for the project.
9. The TCGL shall have an absolute and unconditional right to deduct an amount upto 35% of the bill if quality of the services as stipulated in the tender are not met.

CHAPTER –V

ANNEXURES

TECHNICAL PROPOSAL SUBMISSION LETTER

To:

[Location, Date]

Managing Director
TOURISM CORPORATION OF GUJARAT LTD (TCGL)
Block No. 16, 4nd Floor,
Udyog Bhavan, Sector 11,
Gandhinagar – 382011

Dear Sir:

In response to the tender for **Selection of Agency for Transport service provider onmonthly basis** and after going through all the information and terms and conditions given in the Tender document, we are submitting our bid for being shortlisted for the Assignment.

The enclosed technical proposal includes the authority document in partners of the Authorized Signatory and Consent letters, in Original and Copy. (We are submitting our Proposal in association with: [Insert the list of partners Member with full name and address of each associated Consultant])

We confirm that we are qualified as per the Qualification Criteria specified in your document. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., 150 calendar days from the last date of proposal submission, we undertake to negotiate without any alteration in the staff proposed for the assignment. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than a week from the date of issue of letter of award.

Thanking You,
Yours Sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

* Proposal should be submitted on the official letter head of the company

Transport Service on Monthly Basis

**ANNEXURE -1
FINANCIAL BID FORMAT**

Tender Notice No. :

Tender Document No. :

To

Managing Director

Tourism Corporation Of Gujarat Ltd (TCGL)

Block No. 16, 4nd Floor,

Udyog Bhavan, Sector 11,

Gandhinagar – 382011

Dear Sir:

I/We hereby bid for **Selection of Agency for Transport service provider on monthly basis** per the Terms of Reference given in this Tender Document of the TCGL, Gandhinagar within the time specified and in accordance with the specifications, design and instructions as per Special Terms and Conditions as well as General Terms and Conditions. **The price bid is to be filled in the given separate sheet format online on n-procure only.**

Part -A

District/Centers			
Sr. No.	Vehicle	Rate Per 3000 Kms per month (inclusive of GST& driver allownces)	Rate per extra Kms(inclusive of GST& driver allownces)
1	Swift Dezire Ac		
2	Swift Dezire NonAc		
3	Indigo Ac		
4	Indigo Non Ac		
5	Tavera Ac		
6	Tavera Non Ac		
7	Innova Ac		
8	BoleraNon AC		
9	Bolera AC		
10	Maruti SX4 Ac		
11	Tempo Traveller12/14 seater AC (2X2)		
12	Tempo Traveller12/14 seater Non AC (2X2)		
13	Mini coach 19 seater AC (2X2)		
14	Mini coach 19 seater Non AC (2X2)		
15	Mini coach 29 seater AC (2X2)		
16	Mini coach 29 seater Non AC (2X2)		
17	41 seater Non Ac (2X2)		
18	41 seater Ac (2X2)		
19	56 Seat NAC(3X2)		

Transport Service on Monthly Basis

Part B

District/Centers			
Sr. No.	Vehicle	Rate Per 4500 Kms per month (inclusive of GST& driver allownces)	Rate per extra Kms (inclusive of GST& driver allownces)
1	Tempo Traveller12/14 seater AC (2X2)		
2	Tempo Traveller12/14 seater Non AC (2X2)		
3	Mini coach 19 seater AC (2X2)		
4	Mini coach 19 seater Non AC (2X2)		
5	Mini coach 29 seater AC (2X2)		
6	Mini coach 29 seater Non AC (2X2)		
7	41 seater Non Ac (2X2)		
8	41 seater Ac (2X2)		
9	56 Seat NAC (3X2)		

Notes	
1	There are 14 price bids for 14 different Districts/centers. The agency is required to fill in the separate rates for the districts/centers in which he is interested.
2	The district wise sepatate rate evaluation will be made.
3	The district wise evaluation will be based on item wise(vehicle type) rates quoted.
4	Rates for Extra Km which may be over and above 3000 kms and 4500 kms will be quoted separately in the financial bid
5	Distance and time in all cases will be calculated from and to point of reporting
6	For local and outstation use, day means period from 12.01AM to 11.55PM
7	Permit/Boarder Tax, etc for trips outside Gujarat state will be paid by the TCGL
8	Agency shall keep the present fuel cost in mind, the increase in the rates will be considered from time to time depending on price hike in fuel the base rate @RS.70/-for diesel and RS.70. The increase in rates on pro-rata basis will be considered by TCGL, only if minimum increase in fuel charges is more than Rs.10/-per litre. The decision of the management of TCGL in this matter will be final and binding to the selected agency.
9	The agency will have to quote the rates for different vehicles in the financial bid.
10	The GST/Service Tax will not be paid extra hence, GST will have to be included in the quoted rates.
11	The agency shall pay all taxes like RTO/Income tax/GST/Service tax etc during the contract period.
12	Driver Allowance will not be paid Extra. Hence, will have to be included in the quoted rates.

Signature of the Bidder with Seal

ANNEXURE – 2
PROFORMA OF GENERAL POWER OF ATTORNEY
(To be signed and executed in non-judicial stamp paper of Rs. 100/=)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt _____ S/O _____
_____ Residing at _____
2. Sri/Smt _____ S/O _____
_____ Residing at _____
3. Sri/Smt _____ S/O _____
_____ Residing at _____

I/We all the Partners/Directors/Board members/ trustees/ Executive council members/ proprietors/ Leaders of M/S _____ having its registered office at _____ hereby appoint Sri _____ S/O _____ residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Tourism Corporation of Gujarat Limited, Gandhinagar in connection with its tender No. _____ Dated _____ For the supply of _____ due for opening on _____

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (with address)

Signature of the Partners/Directors/Board members/
trustees/ Executive council members/ proprietors/
Leaders

- 1.
- 2.
- 3.

ATTESTED

ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the company/ Corporation/
society/ trust/ firm)

ANNEXURE - 3
FORMAT FOR PERFORMANCE GUARANTEE
(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to
Be in the name of the executing Bank

To
The Managing Director
Toursim Corporation of Gujarat Limited
Udyog Bhavan, block no. 16th, 4th floor,
Sector 11, Gandhinagar -382017

In consideration of the The Managing Director of Tourism Corporation of Gujarat, Gandhinagar having its registered office at Gandhinagar (hereinafter called the "TCGL" which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the **TCGL, Block No. 16. 4th floor, Udyog bhavan, Gandhinagar 382017**, which has been unequivocally accepted by the Vendor (*refer NOTE below*) work of **Selection of Agency for Transport service provider on monthly basis** (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalised Bank, in lieu of the security deposit, to be made by the agency or in lieu of the deduction to be made from the agency's bill, for the due fulfillment by the said agency of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the TCGL from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the TCGL by reason of any breach or breaches by the agency and to unconditionally pay the amount claimed by the TCGL on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the TCGL shall be the sole judge of and as to whether the said agency has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the TCGL on account thereof and the decision of the TCGL that the said agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the TCGL from time to time shall be final and binding on us.

1. We, the said 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 till all the dues of the TCGL under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Agency and accordingly discharges this Guarantee subject, however, that the TCGL shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the contract period.
2. The TCGL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Agency or to

Transport Service on Monthly Basis

postpone for any time and from time to time any of the powers exercisable by it against the said Agency and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to TCGL and the said Bank shall not be released from its liability under these presents by any exercise by the TCGL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agency or any other forbearance, act or omission on the part of the TCGL or any indulgence by the TCGL to the said Agency or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

3. It shall not be necessary for the TCGL to take legal action against the Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the TCGL may have obtained or obtain from the Agency shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the TCGL in writing and agree that any change in the Constitution of the said Agency or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. ____ on whose behalf this guarantee is issued.

5. In presence of

WITNESS

For and on behalf of (the bank)

1. _____ Signature _____
2. _____ Name & Designation _____
Authorisation No.
Date and Place
Bank Seal

The above guarantee is accepted by the TCGL, Gandhinagar

NOTES

FOR PROPRIETARY CONCERNS

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "The said Agency" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called “the said Agency” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri_____ S/o
- 2) Shri_____ S/o

FOR COMPANIES

M/s. _____ a company registered under the Companies Act 1956 and having its registered office in the State of _____ (hereinafter called “the said Agency” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

Transport Service on Monthly Basis

**ANNEXURE – 4
PROFILE OF THE BIDDER**

All individual firms and each partner are requested to complete the information in this form. Information should be provided for all owners or applicants that are partnerships or individually owned firms.

Where the Applicant proposes to use sub-contractors for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractors.

Sr.	Particular	
1	Name of bidder	
2	Type of firm: Proprietary/ Partnership/ Pvt Ltd, Public Ltd Company/	Partnership deed/MoA-AoA/Society as applicable
a	Year of Incorporation/ Registration number	Incorporation certificate as applicable
3	Communication Detail	
a	Head Office address /Local Office address (if any)	
b	Head Office address	
4	Contact detail	
a	Mobile Number	
b	Landline Number	
c	Fax Number	
d	Email detail	
5	Nature of Business	
	1. Since _____	
	2. Since _____	

No disclosure or wrong information /non-acceptance any shall result the disqualification of the firm. Change of the name of company or firm shall be supported by legal resolution as per applicable norms.

Signature of the bidder with seal

Transport Service on Monthly Basis

ANNEXURE – 5
CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA
(CHAPTER-I, ARTICLE-2)

PRE-QUALIFICATION CRITERIA

Sr.	Pre-qualification criteria	Documentary Evidence	Documentary evidence submitted (Y/N) Pg. No. of proposal
1	The bidder should have a minimum experience of Five years in the field of Tourist transport service provider(car/bus services).	Work order/Work completion certificate (Annexure -8) Or IT return and Audit Report Submitted during past five years	
2	The Bidder should have Minimum an Annual Financial Turnover of Rs.3 Crore in each of the last 3 years(i.e. 2016-17,2017-18 & 2018-19).	- Audited Financial Report for 2016-17, 2017-18& 2018-19. - Copy of Income tax Return	
3	The agency shall have similar experiences of providing such services on Monthly basis to central/state Govt/Renowned organization to a minimum two organization in each year during last three years (i.e 2016-17,2017-18,2018-19).	The bidder shall provide work order and work completion certificate/ payment received proof	
4	The bidder should have own minimum 30 nos. of light & heavy vehicles commercially registered in the name of agency/proprietor under prevailing motor vehicle act with comprehensive insurance cover of each vehicle. (both types of vehicles are mandatory).Vehicle owned by members of the company owners family/relatives who are not directly involved in the agency will not be considered. 30 nos out of which 15nos vehicles should not be older than 2016 model.	The bidder shall provide Rc book and insurance copy of each vehicle	
5	The agency should be a registered member of anyone Government approved/recognized association of tourist services.	Registration copy	
6	The bidder shall have registered office at Ahmedabad/Gandhinagar	Submit the copy of registered firm in Ahmedabad/Gandhinagar and address proof	
7	The bidder should have PAN, GST Number and GST/ Service Tax Return Statement/certificate for the last three years	A copy of PAN, GST Tax Return Statement /Certificate. The bidder shall also submit copy of the returns of GST.	
8	The bidder should have PF registration	submit copy of the registration	
9	The bidder shall provide a valid EMD acceptable to TCGL. EMD deposit of	Tender fee DD and EMD – DD	

Transport Service on Monthly Basis

	Rs.2,00,000/-for Ahmedabad & Gandhinagar District and each of Rs.50,000/-for remaining other districts has to be submitted along with bid document. Non-refundable Tender fees of Rs.5000/- through DD favoring Tourism Corporation of Gujarat Ltd payable at Gandhinagar has to be annexed with the bid document.		
10	History of Litigation	As per the format given in Annexure -9	
11	The bidder has to submit self certified letter indicating that they have not been blacklisted by any Government Department, Organisation, Corporation	Self certified letter – As per format given in Annexure-10 .	
12	The bidder has to submit details of district/centres for which they applied for. Details to be submitted on bidders letter head only.	As per format given in Annexure - 12 .	

TECHNICAL EVALUATION CRITERIA

Sr.	Criteria	Documentary evidence	Document submitted (Y/N) Pg. No. of proposal
1	The bidder should have a minimum experience of Five years in the field of Tourist transport service provider(car/bus services).	Work order/Work completion certificate (Annexure -8) Or IT return and Audit Report Submitted during past five years	
2	The Bidder should have an Annual Financial Turnover of Rs.3 Crore in each of the last 3 years(i.e. 2016-17,2017-18 & 2018-19).	- Audited Financial Report for 2016-17, 2017-18& 2018-19. - Copy of Income tax Return	
3	The agency shall have similar experience of providing such services on Monthly basis to central/state Govt/Renowned organization to a minimum two organization in each year during last three years (i.e 2016-17,2017-18,2018-19).	The bidder shall provide work order and work completion certificate/ payment received proof, CA Certificate alongwith copy of bills to TCGL Satisfaction.	
4	The bidder should have own minimum 30 nos. of light & heavy vehicles commercially registered in the name of agency/proprietor under prevailing motor vehicle act with comprehensive insurance cover of each vehicle. (both types of vehicles are mandatory). Vehicle owned by members of the company owners family/relatives who are not directly involved in the agency will not be considered. 30 nos out of which 15nosvehcicles should not be older than 2016 model.	Attach details of each vehicles as per format given in Annexure-11	

Signature of the Bidder with seal

**ANNEXURE -6
OVERALL ORGANISATION STRUCTURE**

- Overall organization chart of the company showing position of Managing Directors and HO organization
- Give list of employees: technical and non-technical (Ensure availability of minimum nos. as enlisted in bid). Submit their CVs and list indicating their Roles & Responsibilities.
- Give list of sister-concerns, if any.

Format for Project Team Members' Resume				
Sr	Item	Details		
1	Name			
2	Specify role to be played in the project & whether 'prime' or 'alternate'			
3	Current job title			
4	Experience in yrs. (provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
5	Name of Organization	From	To	Designation/Responsibilities
6	Number of years with the Current Organization			
7	Current job responsibilities			
8	Summary of Professional/domain Experience			
9	Skill sets			
10	Highlights of assignments handled			
11	Educational Background, Training/Certification including institutions, % of marks, specialization areas etc.			
12	Degree (including subjects)	Year of Award of Degree	University	% of marks

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Date :

Signature of Authorized Signatory
Company Seal :

Date :

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ANNEXURE -7
OBLIGATION / COMPLIANCE TO BE INSURED BY BIDDER

Sr.	Particular	To be complied by bidder	
		Yes	No
1	GST registration		
2	Compliance of Provision of child labor act, workman compensation act		
3	To ensure treatment in case of accident injuries suffered in performance of work including wages and compensation under WC act		
4	Send accident report to Regional Labour Commissioner (RLC)		
5	PF registration number with detail of deployed staff		

Signature of the Bidder with seal

**ANNEXURE -8
LIST OF SIMILAR WORK EXECUTED IN LAST THREE YEARS**

Sr.	Name of Client	Location of project	Description of work	Value of Contract/Work in Rs.	Duration (Start dtd –Completion dtd)

NOTES:

- Each of the listed works shall be supported with the copy of work order & Work completion certificate. **Work completion certificate shall mention the nature of work, value of work completed.**
- At least 5 Photographs of the work executed shall be attached.
- Non disclosures of any information in the schedule will result in disqualification of the firm.

List of works on hand shall be attached as under.

Sr.	Name of Client	Location of project	Description of work	Value of Contract/Work in Rs.	Duration (Start dtd – Completion dtd)

If the company or Firm is divided among partners, the experience of the individual or new firm set up by the partner/s shall be considered provided past experience is subject to legal consent of individuals, partner/s or new firm set up by the partner/s.

Signature of the Bidder with seal

**ANNEXURE -9
HISTORY OF LITIGATION**

Application should provide information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution.

Year	Award for/ or against bidder	Name of Client	Litigation & Dispute Matter	Disputed Amount in Rs.

NOTE

If the information to be furnished in this schedule will not be given and come to the subsequently will result in disqualification of the bidder.

Signature of the Bidder with seal

Transport Service on Monthly Basis

ANNEXURE-10
SELF DECLARATION OF NOT-BLACKLISTED
(on company letter head)

To
Managing Director
TOURISM CORPORATION OF GUJARAT LTD (TCGL)
Block No. 16, 4nd Floor,
Udyog Bhavan, Sector 11,
Gandhinagar – 382011

Date:

Dear Sir,

This is to declare that our company/firm_____ is not blacklisted by any Central/State Government Department/Public Sector Undertaking.

Name of Bidder:

Signature of the Bidder with seal

Transport Service on Monthly Basis

ANNEXURE-11
Details of Vehicle

Sr.	Name of Vehicle	Model No	Total Kms

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ANNEXURE-12

Details of District/Centres

Sr.	Name of District/Centres	Details of EMD	Tick mark
1	Ahmedabad		
2	Gandhinagar		
3	Vadodara		
4	Surat		
5	Junagadh		
6	Jamnagar		
7	Rajkot		
8	Dwarka		
9	Veraval		
10	Saputara		
11	Porbandar		
12	Bhuj(Kutch)		
13	Narmada		
14	Mehsana		

Note: Bidder put right sign (√) in tick mark column in which ever districts/centres they applied for.

Signature of the Bidder with seal