

**GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED**  
P.O. Narmadanagar– 392 015, District: Bharuch, Gujarat, INDIA

## **REQUEST FOR PROPOSAL (RFP)**

**ANNUAL RATE CONTRACT FOR  
“(ARC) for Hiring various type of vehicles  
on casual basis/on call basis & monthly  
basis for GNFC ,GIFT City Office  
Gandhinagar and Info Tower, Ahmedabad.**

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### **Gujarat Narmada Valley Fertilizers & Chemicals Limited**

**Registered Office :**

P.O.: Narmadanagar - 392 015.  
District: Bharuch, Gujarat, India.  
Ph : (02642) 247002

**IT Division Office :**

14th Floor, Tower One, Road 5C, Zone 5,  
Gujarat International Finance Tech City (GIFT City)  
Gandhinagar - 382 355. Ph : (079) 6674 3300 / 3200

**(n)Procure Office :**

304, 3rd Floor, GNFC Info Tower,  
Bodakdev, Ahmedabad - 380054. Gujarat, India.  
Ph : +91 - 79 - 4000 7300 / 410

GNFC/RFP/ARC/AHM-Gandhinagar/Rental Vehicle/2023

To,

Kind Attn.: \_\_\_\_\_.

Sub: E-Tender Enquiry/ Request for Proposal for the Annual Rate Contract (ARC) for Hiring various type of vehicles on casual basis/on call basis & monthly basis for Gandhinagar and Ahmedabad

Dear Sir/Madam,

1. Gujarat Narmada Valley Fertilizers and Chemicals Limited (GNFC), a company incorporated under the Companies Act, 1956 is having its registered office at P.O. Narmadanagar - 392015, District: Bharuch and manufacturing units/ plants at Bharuch and Dahej in the State of Gujarat. GNFC is a leading manufacturer of Industrial Chemicals and Fertilizers in the country.
2. GNFC intends to award Annual Rate Contract (ARC)/ Job Contract for Hiring 3 vehicles (with drivers) and 1 (for future requirement) (all four must be AC & Petrol driven) of various type on casual basis/on call basis & monthly basis for the initial period from **01.12.2023 to 30.11.2024 i.e for** a period of One (1) Year, which may be further extended for a period of one year subject to satisfactory performance and at the sole discretion of GNFC. Such extensions if offered by GNFC shall have to be compulsorily accepted by the Contractor.
3. For the purpose, GNFC is interested in engaging the services of a Competent, Reliable, Experienced and Efficient Contractor/ Service Provider, to provide 3 + 1 vehicles (AC Petrol driven), on as and when required basis,; such as Swift D'zire; Suzuki Ciaz, Toyota Innova crysta Bucket seat; etc. and the stationed vehicle at both the premises i.e SWIFT DzureVDI [Suzuki Ciaz]. It must be noted that each car of monthly basis vehicle must be equipped with GPS & Mobile Sim and Hand set and provide users access to GNFC Admin department. GPS must have facility of printout of travel throughout month. In printout mentioning vehicle no. , location, total km run by date wise etc. The Vendor also has to provide dedicated Sim card (number) with hand set of

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mobile to monthly hiring vehicle for smooth handling operations by Admin team and manage while change of drivers for monthly hired vehicles.

4. The parties interested to participate in the subject Tender must read and comply with the instructions and the terms and conditions of the present tender notice as well as of the Annexure(s) hereto.
5. E-bids are invited by GNFC from the intending parties, in the prescribed form for the subject Annual Rate Contract (ARC) for Hiring various type of vehicles on casual basis/on call basis & monthly basis for Gandhinagar and Ahmedabad for the period of one (1) year from the date of issuance of Service Order.

As submission of the bids is in electronic form, it is advised to keep the relevant documents and data in scanned form.

6. The General Instructions, the Special Conditions of Tender/ Contract and the General Conditions of Contract (GCC) of GNFC and various other Annexure to this document (set out below) shall form the integral part of this Tender Document.

**Annexure – I** - General Instructions to the Bidders  
**Annexure – II** - Special Conditions of the Tender/ Contract.  
**Annexure – III** - Scope of Work.  
**Annexure – IV** - Other Terms & Conditions Applicable to Contract.  
**Annexure – V** – General Conditions of Contract  
**Annexure – VI** - Conditions of Labour Laws.  
**Annexure – VII** - Health & Safety Policy  
**Annexure – VIII** – Integrated Management System Policy  
**Annexure – IX** - QHSEn Guidelines to Contractors  
**Annexure – X** - Schedule of Rates.  
**Annexure – XI** – Covering Letter.  
**Annexure – XII** – Undertaking for wage disbursement through Bank.  
**Annexure – XIII** – GST Guidelines.

7. No deviations in the terms and conditions of this Tender Document as also the terms and conditions set out in the annexure hereto will be accepted by the Company.

Each Bid must be accompanied by an Earnest Money Deposit (**EMD**) of **Rs.25,000/- (Rupees Twenty Five Thousand only)** in the form of a **Demand**

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**Draft** from a nationalized bank, drawn in favour of "Gujarat Narmada Valley Fertilizers & Chemicals Ltd." and payable at Ahmedabad. The Bid without EMD will not be considered and it shall be liable to outright rejection.

The EMD of **Rs.25,000/-** either in sealed envelope or by must reach to us on or **before 17:30 hrs. Of 12.10.2023** the same should be addressed to **Shri V S Aggarwal, Business Head**). M/s. G.N.F.C. Limited, 14th Floor, GIFT One Tower, GIFT City, Gandhinagar-382355, super scribing "EMD for the ARC of Transport hiring services". The offer received without EMD and/or after due date shall not considered for evaluation.

8. No deviations in the terms and conditions of this Tender Document as also the terms and conditions set out in the annexure hereto will be accepted by the Company.
9. The EMD must also be accompanied by Covering Letter (**Annexure – XI**) and an Undertaking (**Annexure – XII**) by the Interested Bidder to compulsorily disburse wages though digital modes only.
10. The bidders / tenderness have to submit their offer in **e-tendering on-or before 17:30 hours on Date 12.10.2023**.
11. A pre-bid meeting is arranged at 15:00 hrs. on 07.10.2023, at 14th floor, GIFT City Gandhinagar. In case of any confusion in understanding the terms and conditions of this Tender Document, interested bidders may discuss their concerns in the pre-bid meeting or contact 079-66743223 on his e-mail [ggparmar@ncode.in](mailto:ggparmar@ncode.in) Thanking you,

For Gujarat Narmada Valley Fertilizers & Chemicals Limited,

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**Annexure - I**

**GENERAL INSTRUCTIONSTO THE BIDDERS**

**A. GENERAL INFORMATION:**

1. The bidders who are interested to participate in the tender must read and comply with the instructions and the terms and conditions mentioned under **Annexure – I to XIII**, as attached herewith. The Bidder is not entitled to make any counter proposal. Bids not conforming to the stipulations mentioned herein are liable for outright rejection.
2. It should be clearly understood by the bidder[s] that no opportunity shall be given to him/ them to modify or withdraw his / their offer after the date and time stipulated for submission of the Bid. In case of any modification or withdrawal of the offer by any bidder after the date and time stipulated for submission of the Bid, the EMD submitted with the bid shall be forfeited.
3. The bids shall be filled in by the bidder clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the bid invalid unless the same is neatly carried out and attested over by the full signature of bidder. The decision of the Company to interpret the information and rates filled in by the bidder shall be final and binding on the bidder.
4. Every Bid shall be accompanied by the EMD Demand Draft as stated above and the Terms and Conditions of the Tender at **Annexure - I to XIII**. Further, as this is an electronic bid, every bidder submit the EMD and shall confirm unconditional acceptance of the terms and conditions of the Tender Document and the Annexure attached hereto. No interest shall be payable on the amount of earnest money, under any circumstance.
5. All bidders shall keep their bid rates valid / open for acceptance for a period of 90 days from date of opening of the tender.

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6. In case of any doubt regarding the tender documents and interpretation of the clauses, the decision of the Managing Director, GNFC shall be final and binding.
7. GNFC does not bind itself to accept the lowest offer and reserves the right to accept or reject any or all tenders either in whole or in part at its discretion.
8. The Service Order, including the terms and conditions and any additional terms and conditions incorporated into, along with this Tender Document and its Annexure and the Bid submitted by the successful bidder shall constitute sole and the entire agreement between GNFC & the successful bidder(s).
9. The bidder and its employees or workmen shall observe and abide by and ensure compliance of all National/International laws and regulations, as also, the safety & security rules & regulations of GNFC.
10. Submission of false, dubious, forged or tampered information or documents by the Bidder shall lead to disqualification from the tender process/ termination of contract and any further action, including but not limited to any legal action.
11. A pre-bid meeting is arranged at 15:00 hrs. on 05.10.2023, at 14th floor, GIFT City Gandhinagar. It is mandatory to attend pre-bid meeting by the proprietor himself/herself to understand the job requirements, Special Terms & Conditions, General Terms & Conditions, Conditions of Labour Laws etc explicitly clear. In case, if it is not possible by the proprietor for any reason to attend the pre-bid meeting, he/she shall depute authorized representative with prior written permission from the undersigned. Please ensure & confirm that you are attending the above meeting positively.
12. All interested Bidders should carefully go through all the terms and conditions and make sure that they have complied with them before submitting your offer.
13. All Bidders shall quote separately for each and every item entered in the form of "Schedule of Rates".
14. The Earnest Money Deposit, Covering Letter (**Annexure – XI**) & Undertaking on your Letterhead (**Annexure – XII**) in regard to disburse wages through Bank shall be submitted in a sealed cover addressed to the Tender Receiving Authority and the same shall be super scribed with the name of the Work.

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15. The information given in the tender documents is merely intended as general information without undertaking on the part of the Company as to their accuracy and without obligation relative thereto upon the Company. The intending bidders are expected to conduct their own surveys and investigations prior to submitting quotes.
16. The quantities indicated in the Form/s of Schedule of Rates and the scope of work are indicative and without any obligation relative thereto upon the Company. The actual work quantity during the tenure of contract may decrease or increase depending upon the exigency of work. The payment shall be made for the actual work done only.
17. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders. The Company reserves exclusive right of evaluation and finalization of the bids, and its decision on criterion for evaluation and determination of lowest bid shall not be subject to challenge in any Court of Law.
18. Any conditional bid shall not be considered at the time of evaluation.

## **B. ELIGIBILITY CRITERIA/ PREQUALIFICATION CONDITIONS:**

1. The intending Bidder must have been engaged in the business activity of rental vehicle and related activities for a minimum period of 5 years prior to the date of tender.
2. Any Party/ Vendor/ Supplier/ Contractor having raised any dispute/ litigation/ Arbitration against/with the Company or having any past history of legal dispute with the company or any existing legal dispute going on in any court of law by or against the Company, shall be liable to be disqualified from bidding/participating in the present tender OR any fresh/ amended tender inquiry that may be issued by the Company."

## **C. DOCUMENTS TO BE SUBMITTED:**

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1. Experience Certificate(s) showing proven experience in rental vehicle services for a period of at least 02 (two) preceding financial years. (Self-certified copies of work orders for the past two years may to be furnished).
2. Duly audited Balance Sheet and Profit/Loss account of preceding two financial years showing annual gross turnover of the bidder duly certified by a Chartered Accountancy firm.
3. Constitution of the firm, if the bidder is not a sole proprietary concern; for partnership firm a partnership deed; for a registered company it's Memorandum of Association and Articles of Association. Registration under MSME act, if any.
4. Power of attorney or board resolution duly executed in favour of the person signing the tender authorizing him to sign the tender document in case the bidder is not a sole proprietary concern.
5. Certified copy of Income Tax returns (Last two Financial Years) filed by the Bidder.
6. Certified Copy of PAN.
7. Copies of Service Tax Registration, EPF Registration, Labour license etc.
8. Self-certificate stating that the Bidder is not blacklisted by any Central/ State Govt. / PSUs or Local Govt. Department, as on the date of application and is not debarred from participation in the Tender process.

#### **D. SIGNING OF TENDER:**

1. Person or persons signing the tender shall state in what capacity he is or they are signing the tender. e.g. as sole proprietor of a firm or as Secretary/Manager/Director etc., of a Limited company or as a partner of a partnership firm. In the case of partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. In case of a limited company, the names of the Directors shall be mentioned and it shall be certified that the person signing the tender is empowered to do so on behalf of the limited company. In case of Hindu undivided family, the names of the family members should be disclosed

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and the Karta, who can bind the HUF, should sign the form and indicate his status below his signature.

- Persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce certified copy of Board Resolution / or proper Power of Attorney on stamp paper duly signed and notarized by a certified Notary Advocate in his favour stating that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said power of attorney his tender shall be liable to rejection, without prejudice to any other rights of Company under the Law.

## **E. BID VALIDITY PERIOD:**

Bids shall remain valid for a period 90 working days after the due date of bid submission. A bid valid for a shorter period may be rejected by the Company as non-responsive bid. The Company reserves the right, in exceptional circumstances, to request bidder(s) for an extension of the period of validity

## **F. EARNEST MONEY DEPOSIT:**

Each Bid must be accompanied by an EMD of Rs. 25,000/- in the form of Demand Draft only of any nationalized bank in favour of "Gujarat Narmada Valley Fertilizers & Chemicals Limited" payable at Ahmedabad to G G Parmar (Asst. Manager) Email: ggparmar@ncode.in Contact No.: 079-66743223.

Bids not accompanied by EMD shall be summarily rejected. Earnest money shall be forfeited if the bidder withdraws the bid during the period of bid validity or in the event the bidder fails, after acceptance of the tender, to furnish the requisite security deposit within 30 days from date of issue of Service order, without prejudice to any other rights and remedies of Company under the contract and law.

The Earnest Money Deposit of the unsuccessful bidders shall be returned as soon as practicable after decision on tenders. Successful bidder's Earnest Money Deposit shall be returned upon his furnishing the Security Deposit / Bank Guarantee.

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## **G. OPENING OF TENDERS:**

The tenders shall be opened on the due date and time specified. We may not extend the due date for submission of bid. If the date for opening of tenders happens to be a holiday, the tenders will be opened on the next working day following the holiday. The decision relating to technical qualifications of the parties will rest with the Company and would not be called into question.

## **H. EVALUATION OF BIDS:**

All the legitimate bids received by the Company prior to the deadline for submission of bids shall be evaluated after due date of submission of bid, in accordance with the policy of the Company. Such evaluation shall be broadly based on factors deemed to be advantageous to the Company.

## **I. NEGOTIATIONS:**

The Company reserves the right to negotiate with the bidders. The bidder(s) should be prepared to proceed to the Registered Office/Site Office of the Company, at their own expense and without any obligation, if called upon to do so, by GNFC for negotiations.

## **J. ACCEPTANCE OF TENDER:**

The Company reserves the right to reject any or all tenders without assigning any reason and do not bind it to accept the lowest or any tender. The successful bidder shall be informed of the acceptance of his tender by a letter/ fax/ e-mail. Where acceptance is communicated by letter/ fax/e-mail the same shall have to be acted upon immediately, without waiting for the post copy in confirmation.

## **K. EXECUTION OF AGREEMENT:**

The successful bidder shall enter into an agreement with the Company in the format prescribed by the Company. The agreement shall be executed on a Non-Judicial Stamp Paper of appropriate value within 04 (four) weeks of the acceptance of the tender, failing which the Contract may be liable to be

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rescinded. In such case the Earnest Money Deposit of the bidder shall stand forfeited.

The execution of agreement shall be preceded by furnishing of interest free Security Deposit Bank Guarantee as per our standard format. The Company may at his discretion, however, on a specific request by the successful bidder, give additional time to the Contractor to furnish the Security Deposit Bank Guarantee and execute the Agreement.

## **L. GENERAL:**

1. GNFC reserves the right to change any bid condition of any item even after inviting the bids, with prior notification. Notwithstanding anything mentioned hereinabove, the Company shall have the full and final powers to take decision on the matter.
2. "From the time the Proposals are opened and up to the time the Contract is awarded, the bidders shall not contact GNFC or any of its officers, on any matter related to its Technical and/or Financial Proposal. Any effort by bidder to influence GNFC and/ or its officers, in the examination, evaluation, ranking of Proposals, canvassing in any form or recommendation for award of Contract, may result in the rejection of the bidder's Proposal."

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**Annexure – II**

**SPECIAL CONDITIONS OF THE TENDER/ CONTRACT**

These Special Conditions of Tender read with other Annexure to this Tender Document shall govern the contractual relations between the parties during the period of contract, and shall have over-riding effect over the General Conditions of Contract attached at Annexure - V to the extent they are inconsistent with these terms and conditions.

These Special Conditions of Tender shall be integral to the contract to be entered into between the Company and the Contractor. Non-acceptance of any of these terms and also those mentioned in General Instructions (Annexure-I), GCC (Annexure – V) and / or any other annexure may result in rejection of the bid of the bidder. Non-compliance with any of these terms during the duration of the contract period may expose the Contractor to termination of the contract.

**1. DEFINITIONS:**

The following expressions hereunder and elsewhere in the Contract Documents used shall unless repugnant to the subject or context thereof have the following meanings hereunder respectively assigned to them, namely:

- 1.1 **"Acceptance of Tender"** shall mean Acceptance of the Tender (terms and conditions) floated by the Company for the subject work/ job.
- 1.2 **"Bidder/ Tenderer"** shall mean the Party intending to and selected by the Company for allowing to submit offer against the subject tender for the performance of the work and shall include the successors and permitted assigns.
- 1.3 **"Company"** shall mean Gujarat Narmada Valley Fertilizers & Chemicals Limited, a public company incorporated under the Companies Act 1956 (Act-I of 1956) having its registered office at P.O. Narmadanagar - 392 015, Dist. Bharuch and shall include its successors and assigns.
- 1.4 **"Contractor"** shall mean the successful bidder to whom the Contract is awarded by the Company.

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- 1.5 **"Engineer-in-Charge / Officer-in-Charge"** shall mean the person designated as such by the Company and shall include the person issuing the Letter of Intent and/ or Work Order/ Service Order or the person who are expressly authorised by him to act for and on his behalf for Operation of the Contract.
- 1.6 **"Managing Director"** shall mean the Managing Director of Gujarat Narmada Valley Fertilizers & Chemicals Limited or his successor in office as designated by the Company or a person in-charge of his office.
- 1.7 **"Night Halt Charge"** shall mean the charge for retaining the vehicle/s for whole night locally at Ahmedabad / Gandhinagar or Out of Station. Local Night Halt charges shall be applicable if vehicles hired on 12 hrs. Basis are retained on duty at Ahmedabad/Gandhinagar. Out Station Nightcharges shall be applicable for the vehicles hired on 12 Hrs.as well as 24 Hrs. basis and are retained whole night at out of Station
- 1.8 **"Sub Contractor"** shall mean any persons or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Engineer-in-Charge / Officer-in-Charge.
- 1.9 **"Scope of Work"** shall mean the totality of the work by expression or implication envisaged in the Contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance or completion of any work and/ or for incorporation in the works.
- 1.10 **"Schedule of Rates"** shall mean the Schedule of Rates annexed to Acceptance of Tender & shall include any remuneration payable to Contractor for any work, determined in accordance with conditions herein.
- 1.11 **"Total Contract Value"** shall mean entire remunerations due to Contractor under the contract and as specified in the acceptance of Tender.

## 2. PERIOD OF CONTRACT:

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District: Bharuch, Gujarat, India.

Ph : (02642) 247002

**IT Division Office :**

14th Floor, Tower One, Road 5C, Zone 5,

Gujarat International Finance Tech City (GIFT City)

Gandhinagar - 382 355. Ph : (079) 6674 3300 / 3200

**(n)Procure Office :**

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Ph : +91 - 79 - 4000 7300 / 410

The Contract shall be for a period of 01 (One) year from date of issuance/ Award of Work starting from 1<sup>st</sup> December, 2023. The Contract may be further extended for period of 1 (one) year on same terms and conditions at Sole Discretion of the Company and in case such extension is offered by GNFC, the same shall have to be compulsorily accepted by the Contractor.

### 3. VALIDITY OF LICENCE / PERMIT:

Contractor must possess valid and subsisting licence issued by the Government or any other authority for effective discharge of his duties under the Contract at all times during the tenure of the contract.

### 4. RATES AND REMUNNERATIONS:

I. The rates quoted by the Contractor shall be firm and fixed during the period of contract and no upward increase shall be permitted except in the cases indicated hereunder from (A) to (E).

#### A. In case of increase in fuel rate (ordinary Petrol only):

- i. Any increase in fuel rate shall call upon proportionate acceptable increase @Rs.0.10 per Km. for every Re.1.00 variation or part of it. Such revision will be applicable to actual KMs. run only.
- ii. For example, if the Petrol base price is Rs. 60.00 & if there is price increase of Rs. 2.00 per liter. the upward variation in rate will be Rs. 0.20 per Km. If a vehicle/s is hired for minimum guaranteed 3000 Km. for lump-sum amount of Rs. 30,000/- & if the same has run 2500 Kms from the date of increase in price in a particular month. The billing pattern will be as under:
- iii. Lump-sum charge for min. guaranteed 3000 Kms. = Rs. 30000.00 Fuel hike on actual run Kms. : Rs. 0.20 x 2500 Kms. (+) Rs. 500.00 Rs. 30500.00

#### B. In case of decrease in fuel rate (ordinary Petrol only):-

- i. Any decrease in fuel rates shall call upon proportionate acceptable decrease @ Re. 0.10 per Km. for every Re. 1.00 variation or part of it. Such revision will be applicable to Minimum Guaranteed Kms. if actual

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- Kms. run in particular calendar month is less than Minimum Guaranteed Kms. (i.e not to actual Kms run)
- ii. For example, if the Petrol base rate is Rs. 60.00 & if there is decrease of Rs. 2.00 per liter, the downward variation in rate will be Re. 0.20 per Km. If the vehicle/s is hired for minimum guaranteed 3000 Km. for lump-sum amount of Rs. 30,000/- & if the same has run 2500 Kms from the date of decrease in price in a particular month, the billing pattern will be as under:
  - iii. Lump-sum charge for minimum guaranteed 3000 Kms = Rs. 30000.00  
Fuel rate variation (decrease): Rs. 0.20 x 2500 Kms (-) Rs. 500.00 (on Min. Guntd. Kms) Rs. 29500.00
  - iv. For above purpose, the fuel price prevailing from time to time at Ahmedabad will be taken as base rate for any variations. The payment of Petrol hike variation will be paid /recover half yearly.

### C. GOVERNMENT TAXES / LEVIES:-

- i. Service Tax /any other statutory taxes/levies as may be in force during the currency of the contract shall be considered at actuals.
- ii. During the currency of the contract, if there is any increase in Government Taxes/levies, the same will be reimbursed on production of relevant documents and receipts.
- iii. Similarly, if there is any decrease in Govt. Taxes / levies, the same shall be passed on to the Company by the contractor.
- iv. This condition shall also be applicable to any Notifications of Government / RTO allowing rebates in taxes with retrospective effect even after expiry of the contract.
- v. If there is any increase in Government Taxes/levies, the same will be reimbursed on production of relevant documents and receipts. If there is any decrease in Govt. Taxes/levies, the same will be passed on by the contractor to the company.

- D. Toll tax and Parking Charges paid at applicable rates shall be reimbursed at actuals on submission of original receipts thereof.

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- E. RTO Tax / Permit charges paid for the journeys that may be undertaken outside Gujarat State shall be reimbursed at actual on production of receipts thereof.
- II. The total Kms. will be counted from the starting point of a trip from GNFC Infotower Ahmedabad / GIFT City Gandhinagar / any destination specified by the Authorized Officer, as the case may be, to the termination point of that trip at GNFC Infotower Ahmedabad / GIFT City Gandhinagar / any other destination specified by the Authorized Officer. The distance to and fro from the garage / Parking point of the vehicle/s will not be counted in case of Monthly hired stationed vehicle.
- III. The current rate of ordinary Petrol at Ahmedabad is given below. Rates may be quoted considering as base rates: Ordinary **Petrol price: Rs. 96.41/- & Diesel price Rs. 92.15/- per litter as on 03.10.2023. (Present prevailing price at Ahmedabad)**
- IV. Fuel price prevailing on actual day will be considered for calculating Petrol price variation
- V. In case of local/out-station tours involving Night Halt, Night Halt charges shall be given.
- VI. You shall ensure GST compliance. For your convenience we are enclosing herewith the guidelines as **Annexure – XIII**.
- VII. The actual cost / agreed amount of the same will be reimbursed by the Company on submission of the bills thereof. Contractor shall ensure that the manpower deployed wear neat, clean, and ironed uniform and polished shoes on a daily basis. No deviation on this account shall be permitted.

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## 5. PAYMENT TERMS:

- 5.1 No advance payment shall be made. Payment shall be made after the services are provided.
- 5.2 The Contractor shall submit the bill in duplicate on a monthly basis within 5 days after expiry of each calendar month along with relevant documents.
- 5.3 Payment will be made on the basis of actual run Km. in a month, if it exceeds the minimum guaranteed Kms. However in case if the vehicle runs less than that of minimum guaranteed kms the same shall accumulated and shall be carried forward till next two months. The minimum kms accumulated for three months if not utilized with in that quarter will be lapsed. Here the quarter means three months from the date of the contract.
- 5.4 Payment will be made within 30 days from the date of submission/acceptance of the bills and if the same are found Okay.
- 5.5 The payment will be made through e-payment / by Account Payee Cheque payable at Ahmedabad and the same shall be subject to recovery of penalty if any as well as statutory deductions such as TDS etc.

## 6. TAXES AND DUTIES:

Bidder to clearly mention all applicable taxes and duties in Schedule of Rates, on supply of goods and / or services to be made.

## 7. SECURITY DEPOSIT :

- 7.1 In the event of award of Contract, the successful Bidder will submit Security Deposit at the time of acceptance of contract in the form of Bank Guarantee / Demand Draft / RTGS or in the form of one Single Bank Guarantee in prescribed format of GNFC from Nationalized Bank only

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and / or Bank approved by GNFC, which shall be valid till faithful execution of contract plus 3 months claim period for an amount equivalent to 5 % of total contract value (including taxes and duties).

7.2 Alternately, 2% of contract value can be paid in any one of the modes mentioned hereunder and the balance 3 % will be deducted from your first two monthly running bills.

The security deposit can be submitted in any one of the following modes:

- a. Demand Draft drawn by a Nationalized Bank in favour of "Gujarat Narmada Valley Fertilizers & Chemicals Limited" payable at Ahmedabad.
- b. Bank Guarantee in the prescribed form of like amount of Security Deposit.
- c. by NEFT or RTGS transfer in GNFC Ltd company account.

7.3 The Security Deposit shall not bear any interest and will be refunded on satisfactory completion of defect liability period stipulated under the contract and the work is completed in terms of Contract and to the entire satisfaction of the company.

7.4 GNFC reserves the right to forfeit the SD in toto, in case of unsatisfactory performance of the contractor or on termination of the contract by GNFC on the ground of unsatisfactory / poor performance on any account.

7.5 Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Company (GNFC) shall be entitled to recover such sum by appropriating in part or whole, the security Deposit of the Contractor.

7.6 Security Deposit/ Bank Guarantee shall be released after upon satisfactory performance of the contract and completion of the defect liability period. In case extension is granted the Contractor shall accordingly furnish SDBG for further period of Contract.

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**8. RETENTION MONEY :**

Not Applicable as Service Contract.

**9. SUB CONTRACTING:**

The Contractor shall not assign or transfer whole or part of the contract awarded, or whole or part of works, services, obligations, responsibilities, liabilities and rights or give a sub-contract for carrying out all or any of the work, service, obligation, responsibility, liability and right, to any other person or party without Company's prior written consent.

**10. PERFORMANCE OF THE CONTRACT:**

10.1 To ply 03 +1 Nos. Brand New Vehicles on monthly basis at Ahmedabad / Gandhinagar for company's employees and any other category of persons as may be decided by the Company, to facilitate them to travel from Company's Head Office/ township / designated places to different places and vice versa as per the timings and routes fixed by the Company. And also at any other places in India / in the state of Gujarat as per the instruction of authorized person of the company.

10.2 Company can use the same vehicle for any other activity / social obligations under CSR activities / company event and functions etc.

10.3 The contractor shall keep & maintain the vehicle neat & clean all the time.

**11. CANCELLATION OF CONTRACT:**

11.1 The Company shall be entitled at any time at its discretion to cancel the Contract if, in the opinion of the Company, the cessation of the work has become necessary owing to any cause, what so ever.

11.2 The Contractor shall not be entitled for any compensation, whatsoever, in addition to the payment for the work actually performed by the Contractor, calculated on the basis of the Schedule of Rates.

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## 12. **INDEMNITY:**

12.1 The Contractor shall at all times indemnify and keep indemnified the Company and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage personal accident, injury or death of/to property or person of any Sub-Contractor and/or the servants or agents of the Contractor, and Sub-Contractor(s) and/or the Company) and the Contractor shall at his own cost and initiative at all times hereof take out and maintain insurance policies in respect of all insurable liabilities under Employee's Compensations Act 1923 and all other applicable labour laws, including but not limited to third party insurance and Act. Personal injuries insurance Act, etc.

12.2 The Contractor shall also at all times indemnify and keep indemnified the Company and its officers / employee of the company including Engineer-in-Charge/ Officer-in-charge against all actions, proceedings, claims, demands, cost & expenses whatsoever arising due to failure of the contractor in the performance of his obligations under the contract.

12.3 The Company shall not be liable for or in respect of any demands or compensation payable under any law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and the Contractor shall indemnify & keep indemnified the Company against all such damage and compensation and against claims, demands, proceedings, costs, charges & expenses whatsoever in respect thereof or in relation thereto.

## 13. **Liquidated Damages FOR DELAY/ DEFAULT:**

13.1 If the Contractor fails to make the vehicle/s available on any PARTICULAR day, GNFC will be at liberty to make alternate arrangements to hire vehicle/s and actual hiring charges plus damages not exceeding Rs. 2000/- per vehicle/per day shall be recovered from the Contractor's bill.

13.2 While reserving our right not to hire a car as an alternate arrangement as aforesaid, in addition to the damages not exceeding Rs. 2000/- per day/vehicle, deduction proportionate to the period of non-availability of

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such vehicle/s shall be effected from the minimum guaranteed Kms./lumpsum monthly rate whatsoever.

13.3 GNFC shall impose a damages not exceeding Rs. 2000/- for each incidence of lapses such as

- i. Late reporting of the vehicles.
- ii. Non wearing of uniform and / or shoes by the driver after 01 month from the date of award of contract.
- iii. Not providing music system or the same being not in working condition.
- iv. Not providing Mobile phones to drivers.
- v. Not providing Spark Arrestor to any of vehicle.
- vi. Not carrying out the instructions of our Transport Supervisors/officers about necessary repair / maintenance of any vehicle or inefficient air-conditioning system or general condition of vehicle/s.
- vii. Non production of documents like PUC / Driving License / Taxi Badge etc.
- viii. Failure to change drivers after 12 hrs. duty on vehicles hired for 24 hrs. Basis.
- ix. Misbehaviour of drivers/supervisors/contractor's representative with company' employees / authorized passenger
- x. Over speeding /not following speed limits specified especially in plant areas.
- xi. Not providing adequate tools and tackles/spare wheel in good condition.
- xii. Carrying private passengers / unauthorized person in the vehicle/s
- xiii. Not providing sufficient petty cash to drivers for toll tax/parking etc.
- xiv. Lack of preventive maintenance on a regular basis resulting in break-down of vehicles) Failure to surrender gate pass of vehicle/s / driver in case of change of vehicles / drivers or after expiry of the contract.

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- xv. Breach of any of the terms and conditions of the contract,
- xvi. Non maintaining Log book.
- xvii. Air-condition of the vehicle/s not working

13.4 In imposing the penalty, decision of the Authorized Officer of the Company shall be final. For breach of any of the terms, conditions & scope of work of this contract, the Company shall impose damages not exceeding Rs.1000/- for each such incidence.

#### **14. SUSPENSION OF CONTRACT:**

In appropriate case, the Company may at its discretion, instead of terminating contract for breach of any terms or conditions by Contractor, suspend the contract for specified period. In case the contract is so suspended, Contractor will be under obligation to reimburse the Company for damages or loss suffered by the Company on account of Company making alternative arrangement during period of suspension of contract and if the Contractor fails to reimburse such loss or damages, the same will be recovered from the Security Deposit or any other payment to be made to the Contractor under the contract with the Company.

#### **15. TERMINATION:**

15.1 Company may, without prejudice to any other remedy for breach of contract, by written notice of 30 days of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to perform any other obligation(s) under the Contract;

15.2 If the Contractor goes bankrupt or goes into liquidation.

15.3 In the event of termination of contract by the Company on account of breach of any terms and conditions of the contract by the Contractor the entire Security Deposit Bank Guarantee given by the Contractor will liable to be forfeited.

15.4 The Company may at its discretion, terminate the contract by giving a notice of 30 days, for convince, at any time, without assigning any reasons, whatsoever.

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## 16. PAYMENT UPON TERMINATION :

If the Contract is terminated because of a breach of Contract by the Contractor, the Company shall process payments due to Contractor less all required deductions. If the total amount due to Company exceeds any payment due to the Contractor, the difference shall be a debt payable by Contractor to the Company and the same may be recovered from Security Deposit and/ or any other dues payable by the Company to the Contractor.

## 17. GOVERNMENT REGULATIONS:

The Contractor shall comply with and ensure strict compliance by his / its sub-contractors, servants and agents of all applicable Central, State, Municipal and Local Laws and regulation / notifications of any Central, State or Local bodies and authorities and undertakes to indemnify the Company from and against and levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation whatsoever and all actions, claims and demands arising there from and / or relative thereto.

GNFC strongly opposes sexual harassment and any such behaviour against women is prohibited by the law as set down in "The Sexual Harassment of Women at Workplace (prevention, prohibition and Redressal) Act, 2013" and Rules framed there under being The Sexual Harassment of Women at Work place Rules.

You shall ensure compliance of Gujarat Professional Tax Act, 1976 and required to deduct Professional Tax as applicable from the wages to be paid to your workers & required to deposit the same to the appropriate authority.

## 18. COMPLIANCE WITH LABOUR & SAFETY REGULATIONS:

During the continuance of the Contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, such as Minimum wages Act, E.P.F Act.etc., regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that are in force or may be passed or notification that may be issued under any labour laws in future either by the State or the Central Government or the local authority. The Contractor shall

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keep the Company indemnified against and/or on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

If the Company is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, Company shall have the right to deduct all such sums from any money due to the Contractor including his amount of security. The Company shall also have right to recover from the Contractor any sum required or estimated to be required for making the loss or damage suffered by the Company. The employees of the Contractor in no case shall be treated as the employees of the Company at any point of time.

## 19. **FORCE MAJEURE:**

In the event that performance under the Contract, in the reasonable opinion of either party (Company & Contractor) is made impossible by force majeure like war, hostilities, revolution, civil commotion, strike, epidemic, accident, wind, fire, flood, or because of any law, order, proclamation, regulation or ordinance of any Government, or of any subdivision thereof or because of any act of God, quarantine restrictions, epidemics, etc. then either party shall so notify the other in writing. If such force majeure circumstances continue for more than three months then either party may terminate the Contract, or complete performance of the Contract with such adjustments as are required by the existence of the force majeure and are agreed upon by the parties.

## 20. **Dispute Resolution:**

- 20.1 All disputes or difference(s) whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Service Order or the rights touching or concerning the works or the execution or maintenance thereof of this Service Order, of the construction meaning operation or effect thereof or to the rights, liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Service Order or whether before or after determination, foreclosure or breach of the Service Order, shall be referred by the disputing Party, in writing to the other Party, within 30 days of occurrence of such event, to resolve any such dispute or difference.

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- 20.2 If such dispute mentioned above is not resolved amicably by direct informal negotiation, within a period of 30 days, then such dispute/ difference shall be referred to arbitration by a Sole Arbitrator be appointed as stated herein below, under the aegis of the Arbitration and Conciliation Act, 1996 and any amendments thereto.
- 20.3 Upon invocation of Arbitration by either party, the Company shall suggest a panel of three independent and distinguished persons who shall be qualified to be appointed as an Arbitrator under the law in force at the relevant time, to the Contractor, for selecting any one among them to act as the Sole Arbitrator.
- 20.4 In the event of failure of the Contractor to select the Sole Arbitrator within 30 days from the receipt of the communication from the Company suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the Contractor shall stand forfeited and the Company shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).
- 20.5 The decision of the Company on the appointment of the sole arbitrator shall be final and binding on the Contractor.
- 20.6 The provisions of the Indian Arbitration Act, 1996 and all statutory enactments and modifications thereof and rules made there under shall apply to the arbitration proceedings.
- 20.7 The Arbitration proceedings shall be conducted in English and the venue and seat of the Arbitration proceedings shall be at Bharuch and the Courts at Bharuch shall have exclusive jurisdiction.
- 20.8 The governing substantive law shall be Indian laws.

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## **21. LABOUR LAWS AND REGULATION:**

- 21.1 The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by its sub-Contractors, servants or agents of all labour and other laws, rules or regulation having the force of law affecting the relationship of employer and employee between the Contractor/Sub-Contractor and their respective employees.
- 21.2 The Contractor and Sub-Contractor(s) of the Contractor shall obtain authority(ies) designated in this behalf under any applicable law, rule or regulation including but not limited to the Factories Act, ESI Act, Employees Compensation Act and Contract Labour (Abolition & Regulation) Act, 1970 (insofar as applicable) any and all such license(s) consent(s), registration(s) and / or other authorisation (s) as shall from time to time be or become necessary for relative to the execution of the work or any part or portion thereof or otherwise in connection with performance of the Contract, and shall at all times observe and ensure due observance by the Sub-Contractor, servants and agents of all terms and conditions of the said licence(s), regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto.
- 21.3 Nothing in the Contract document stated shall in anywise constitute any workman/ employee of the Contractor or any Sub-Contractor as or to be workman/ employee of the Company, or place obligation or liability in respect of any such workman/ employee upon the Company.
- 21.4 Without prejudice to any other liabilities or obligation of the Contractor relative to Sub-Contractors in terms hereof or otherwise, the Contractor shall indemnify and keep indemnified the Company from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any other provisions and / or against any claim, action or demand by any workman / employee of the Contractor or any Sub-Contractor and / or from any liability in anywise to any workman / employee of the Contractor or any Sub-Contractor under any law, rule or regulation having the force of law, including but not limited to claims against the Company under the Employee's Compensation Act, 1923, The Employees Provident Funds Act, 1952, and/ or The Contract Labour (abolition & Regulation) Act, 1970.

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District: Bharuch, Gujarat, India.

Ph : (02642) 247002

**IT Division Office :**

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Gujarat International Finance Tech City (GIFT City)

Gandhinagar - 382 355. Ph : (079) 6674 3300 / 3200

**(n)Procure Office :**

304, 3rd Floor, GNFC Info Tower,

Bodakdev, Ahmedabad - 380054. Gujarat, India.

Ph : +91 - 79 - 4000 7300 / 410

## **22. SAFETY REGULATION, ACCIDENT AND DAMAGE:**

22.1 The Contractor shall be responsible at his own cost in and relative to performance of the work and Contractor to observe and to ensure observance by his Sub-Contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and Security regulations as may be prescribed by the Company from time to time and such other Precautions, measures as shall be necessary.

22.2 All necessary personal safety / protection equipment as considered adequate by the Engineer- in-Charge / Officer- in-Charge should be made available for the use to deployed manpower on the site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps / monitor continuously for proper use of such equipments by those concerned.

22.3 The contractor shall submit immediately in writing about accidents occurred during the work execution to Company's Fire & Safety and HR deptt. under intimation to Engineer- in-Charge / Officer- in-Charge.

## **23. SECURITY REGULATIONS:**

23.1 The contractor shall ensure for strict compliance with the security regulations / directives of the Company & shall also ensure that the manpower deployed follows the rules during Entry / Exit as well as while they are in the Company premises. All the deployed manpower shall prominently display the Entry Cards while they are in the premises of the Company.

23.2 If the Company finds any person / persons deployed by the contractor to be undesirable the contractor shall immediately withdraw such person / persons and substitute him / them. The decision of the Company for undesirability of the persons deployed by the contractor shall be final and binding on the contractor.

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## 24. OTHER TERMS:

GNFC reserves its right to enter into parallel Contract/s with other Bidders.

In case, if contract is awarded and bidder fails to execute the same in line with Conditions of Contract given in the contract, GNFC reserves its right to source such services from any other source and extra financial implication, if any, shall be to the defaulting Contractor's risk and cost.

## 25. GENERAL CONDITIONS OF CONTRACT:

All other terms conditions, not covered to the extent as provided above and in Annexure attached hereto shall be as per General Conditions of Contract (GCC) attached and marked as Annexure – V, which is an integral part of this tender document.

## 26. GENERAL OBLIGATIONS OF THE CONTRACTOR:

26.1 The Contractor shall deploy suitably qualified and experienced manpower in adequate numbers to carry out the job as per the scope of work efficiently, safely & systematically depending upon the requirement of the Company from time to time.

26.2 The Contractor shall deploy only such persons:

- a) who are above the age of 18 (eighteen) years and below the age of 60 (sixty) years.
- b) who are physically sound, well behaved, trustworthy and competent
- c) who are medically fit, with proper eye sight (with or without glasses).
- d) who can read and write Gujarati / Hindi.
- e) who have clean habits and are teetotallers.
- f) Who have no criminal record & have authentic ID & birth date proofs.

26.3 The Contractor shall deploy Supervisors in adequate numbers to organize job related activities, supervise closely the job to be carried out by his deployed manpower as well as to ensure their safety & security. The contractor / supervisor shall obtain details of jobs to be carried out

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from Engineer-in-Charge / Officer-in-Charge & shall update progress of jobs to concern.

- 26.4 The Contractor shall solely and exclusively responsible for engaging and employing the persons for execution of this contract. The company shall have no liability whatsoever concerning workers. The Contractor shall indemnify the company against all losses or damages or liabilities arising out of or in course employing person or out of their relationship.
- 26.5 The Contractor shall be responsible and liable for payment of salaries, wages & other lawful dues of his personnel as EMPLOYER. The Contractor shall maintain proper books, accounts, records & documents and comply with all statutory rules & regulations applicable to the Employer as CONTRACTOR.
- 26.6 The Contractor shall make payment of wages and other dues to his personnel on scheduled date but not later than 10th of each calendar month. The Contractor shall also certify that all personnel employed have been paid the minimum wages as prescribed by the Government and all other laws are complied with and that there is no violation of any applicable laws and no case of litigation is instituted or pending before any authorities.
- 26.7 The Contractor shall disburse the monthly wages to his personnel deployed at our site through bank only, disbursement of wages in cash shall be not be allowed in any case. The Contractor shall submit soft copy of file containing full name of worker, his bank account no. and name of bank & branch as well as PF account / UAN no., before first wage disbursement to operating department & HR department.
- 26.8 The Company shall be entitled to deduct directly from the bills to be paid to the contractor any sum payable by him and which sum/sums the Company is required to pay as Principal Employer on account of contractor's default in respect of all liabilities referred to in above clauses and loss, damage etc. suffered by the Company due to contractor's negligence.
- 26.9 The successful contractor shall arrange (i) to Submit separate Employee's Compensation Policy ( W.C.Policy ) exclusively for GNFC Bharuch site / Dahej site (as the case may be) for total duration of

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contract and Labour License before commencement of work (ii) to get verified the wage sheet from HR Dept. before disbursement of wages and ensure wage disbursement through Bank on the schedule date notified by HR dept, (iii) to submit copy of wage sheet along with bank letter showing transfer of wages as well as PF challan along with ECR before 20th of every month (iv) to execute agreement on stamp paper for wage disbursement through bank.

- 26.10 The contractor shall provide in writing the list of persons to be deployed by him to Security department of the Company in prescribed format for allowing them to enter in to Co.'s premises to carry out subject job. The contractor shall also collect the ID Proof, Date of Birth proof, Present & Permanent address proof, emergency contact nos. and shall maintain the proper record.
- 26.11 On expiry of the validity of the Contract or in the event of the company terminating the contract prematurely, the contractor shall ensure that all the entry passes issued to his workers are collected back and deposited with the Security Department. The Contractor shall be solely responsible for misuse of any of the entry pass issued to his workers and the final payment if any, applicable shall be made after confirmation of the Security department to that effect.
- 26.12 The contractor shall obtain License for deployment of workers from the appropriate authorities & also get insured them under W. C. policy as per the provisions of laws and shall submit copies thereof to the Company.
- 26.13 All tools & tackles, safety items etc. which are required to carry out the work safely shall be arranged by you as & when required, except where some special tools & tackles are being provided by the Company.
- 26.14 The Contractor shall provide free of charge all required safety equipment / Personal Protection Equipment to the deployed manpower & ensure that they use the same while carrying out the job. If required for specific job, the contractor shall approach Engineer in-charge / Officer in-charge for special tools/ tackles and safety appliances if required. Any loss or damage to the specialized tools and tackles provided by the Company to the contractor due to deliberate or negligence of the deployed manpower shall be recovered from the payment due to contractor at the rate as decided by the Company.

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- 26.15 All safety precautions while executing the contract shall be strictly observed by the contractor. Corrective measures as penalty for non - compliance and eventual termination of contract followed by de-registration, as approved contractors / vendors are the consequences of repeated non - compliance and negligence.
- 26.16 Company is committed to safety of all the persons working inside the factory, including contractors/agencies/their supervisors /workers / sub contractors / agents, etc. Health & Safety Policy of GNFC is enclosed herewith at Annexure-‘VII’ which demonstrates GNFC's strong commitment to safety. In this regard, the Company shall imparting necessary job related training. The Contractor shall be required to spare the deployed manpower to participate in such programme.
- 26.17 The Company is certified for Environment, Occupational Health & Safety, & Quality Management System, under which there are good number of legal and other requirements to be fulfilled. In this regard, the Company shall imparting necessary job related training. The Contractor shall be required to spare the deployed manpower to participate in such programme. We enclose herewith a copy of Integrated Management System Policy of the Company as well as QHSEn Guidelines to Contractors at Annexure-‘VIII’ & Annexure-‘IX’.
- 26.18 The Contractor shall be fully liable for any delay, loss or injury caused directly or indirectly by any act or omission on the part of his labourers, agents or persons. In case, if any damage, loss or injury is caused, the Contractor shall be liable to compensate for the same as per the decision of GNFC, which shall be final and binding.
- 26.19 Company, however, reserves its right to terminate the contract prematurely without giving any notice or any compensation whatsoever, in case of failure by the contractor to discharge the jobs under the scope of the subject contract to the satisfaction of the Company or in case of misbehaviour/indiscipline on the part of the Contractor himself or his labourers or agents or persons. The decision of the Engineer-in-charge / Officer-in-charge of the Company in this regard shall be final and binding upon the contractor.

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- 26.20 In case the contractor fails to discharge his obligations in time, then the Company shall get the services of other contractor/agency at contractor's risk and cost. The expense towards this shall be recovered from the contractor. The decision of the Company shall be final in this regard.

## Annexure – III

### SCOPE OF WORK

Detailed Scope of work under “Hiring 03 Nos. + 1 Brand New Vehicles on call basis / Monthly Hours basis for Ahmedabad / Gandhinagar includes the followings:

#### **A. For Hiring Basis**

1. You shall provide 03 vehicles (with drivers) & (01 vehicle shall be hired later if require in future) on hiring basis as specified. If, new requirement comes up for hiring additional vehicles during the currency of the ARC, then successful bidders/tenderers has/have to provide the required no. (s) of vehicle(s) as per agreed rates for the particular vehicle/s under the contract, for which Company will give an intimation 15 days in advance even for a shorter duration of one month.
2. The Contractor shall make his own arrangement for fuelling, maintenance, parking of vehicles after duty hours, payment of salary, boarding and lodging of their drivers. The requirement of vehicles is tentative & the same may decrease or increase at any time depending upon the actual requirements of the company during the currency of contract.
3. The contractor shall provide vehicles on 12 Hrs. per day basis for carrying the persons connected with Company's operations / work

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such as (a) internal movement of employees to and fro Ahmedabad & Gandhinagar (b) for local trips and (c) for outstation tours to different locations in Gujarat State and /or other states in all.

4. Weather conditions, as per the requirement of the Company and as per the directions of the Authorized Officer.
5. Occasionally the vehicles may be also utilized for transporting light duty materials. Wherever good roads are not available, the vehicles may perhaps have to travel on "Kacha" roads also.
6. The hired vehicles shall report for duty at 09:30 hours (or earlier if required) as may be directed by Authorized Officer of the Company
7. The contractor shall be responsible for employing qualified, trained & experienced drivers, deploying vehicles of specified model, for carrying out periodic preventive maintenance / servicing, as well as repairing, change of tyres, tubes, battery etc. etc. as and when required and arranging fuelling of the vehicles on a regular basis.
8. The contractor shall invariably provide 1 driver on all vehicles to be provided on 12 Hrs. basis. The Company will not permit any driver to work for more than 12 Hrs. Duty on such vehicle.

## **B. FOR CASUAL HIRED / ON CALL BASIS HIRED SERVICES:**

1. The demand for vehicles shall depend upon the requirement of the Company on any particular day/days and such requirement is of permanent nature and also of casual nature. In normal cases, the Company shall give prior intimation about the requirement of vehicle at least 6 hours in advance. However, in case of unforeseen or urgent requirement of vehicles, you shall be required to make available the required number and type of vehicles as per our requirement.
2. The hired vehicles are required on casual hiring basis for carrying personnel connected with Company's operations for local use and for tours to various places in Gujarat State and or other places/States as

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per requirements of the Company and as per the directions of the Authorized Officer of the Company.

3. The Company does not assure any minimum guaranteed business during the tenure of the ARC for casual hiring cars

### **C. SPECIFICATIONS OF VEHICLES TO BE HIRED:-**

1. The Contractor shall provide Petrol driven AC vehicle/s model shown in Annexure A having white colour or specified in Annexure: A.
2. All the vehicles must have good quality cushioned seats with covers and a Music system (with CD player / Pen drive) in perfect working condition.
3. In case of requirement of carrier for luggage, the same shall have to be arranged for the vehicle/s.
4. The vehicle/s provided under the contract, should bear a prominent marking either on front or back side reading as "ON DUTY WITH G.N.F.C." for easy identification. No other sign or adage or maxim shall be pasted/painted on the vehicle.

### **D. PLACEMENT OF HIRED VEHICLES AND INSPECTION:-**

1. Before deployment of vehicles, the same shall be got inspected by the Authorized Officer. Relevant documents for each vehicle/s shall be submitted by the contractor for verification. Once the hired vehicles and its documents have been approved for deployment with GNFC at GNFC Infotower/GIFT City, those vehicles shall not be changed during the period of contract, unless any defect is found and needs for replacement. In such cases, another vehicle/s of similar specification shall be provided by the contractor. Permission of the Authorized Officer shall be obtained by the contractor in such cases. The replacement vehicle/s shall be allowed to operate only after the required documents pertaining to the vehicle/s are submitted by the contractor for our verification.
2. The decision with regard to acceptance or rejection of any vehicle/s offered by the Contractor on hire shall remain with the Company and

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the decision of the Company's Authorized Officer shall be final and binding upon the contractor.

3. The vehicle/s supplied by the contractor will be checked by Authorized Officer periodically and if the condition of the vehicle/s is/are not good, the vehicle/s shall be rejected and the contractor shall have to rectify the defects to our satisfaction or provide another/ other vehicle/s of same model in good condition.

## **E. DRIVERS TO BE DEPLOYED/OTHER REQUIREMENTS IN THIS REGARD:-**

1. The contractor shall engage only such drivers:
  - i. Drivers are professionally sound, well behaved, trustworthy and competent in all respects.
  - ii. Drivers have a minimum of three years' driving experience and possessing valid Driving License as well as Taxi badge.
  - iii. Drivers must be medically fit, with proper eye sight (with or without glasses).
  - iv. Drivers shall invariably wear neat, clean and ironed uniform or well dressed and shoes. (Which shall be provided by the Contractor).
  - v. Drivers shall have the basic skill to identify and rectify at least the minor faults in the vehicles.
  - vi. Drivers shall ensure absolute cleanliness of the vehicles on a daily basis.
  - vii. Drivers can read and write Gujarati /Hindi and has basic knowledge of English.
  - viii. Drivers shall be familiar with routes and roads of Gujarat.
  - ix. Drivers have clean habits and are teetotallers.
2. Drivers shall be required to undergo periodical medical check-up once in a year and also as and when asked by the company to ensure his fitness for driving.
  - i. We prefer the drivers trained from M/s. Maruti Driving School / training center.

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- ii. The contractor shall, to the extent possible, deploy local drivers, who shall remain fixed on driving duty during the currency of the contract. However, in case of any need for changing the driver, the replaced drivers should conform to the requirements indicated above at clause No. 6.1.
  - iii. Frequent changing of drivers shall not be permitted. However, in exceptional cases where a driver is to be changed, prior approval of the Authorised Officer of the company shall be taken and in such cases, the contractor shall ensure suitable substitute.
  - iv. We prefer that contract should provide good quality of Uniform & 1 pair of black coloured Civil Shoes to drivers being deployed on hired car. The Contractor shall provide uniform & shoes within period of one month from the award of contract.
  - v. The contractor shall ensure that drivers deployed on the vehicles under the contract with us wear neat, clean, and ironed Uniform/well dressed and civil Shoes on a daily basis. No deviation on this account shall be permitted. Drivers deployed without Uniform/well dressed and civil shoes shall not be allowed on driving duty.
  - vi. The Contractor shall provide mobile phones with SIM Card to drivers of all the vehicles deployed. The mobile phones with camera are not allowed. Drivers without mobile phones shall not be permitted.
  - vii. The Contractor shall arrange Eye Checking of all his drives at the time of deployment of vehicles & thereafter at an interval of every six months at their cost and produce records.
3. Hired vehicles may be required to stay out of station for more than one day or till the completion of the work of the officers to whom vehicles are allotted by the Company. In such cases, the Contractor shall make their own arrangements for boarding and lodging of their drivers. The Contractor shall also provide sufficient cash to drivers for payment of toll tax, parking charges, fuelling etc. as well as for any unanticipated repair jobs that may crop up during the journey.

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- i. The contractor shall also ensure that vehicle/s provided to the company on hire is consistently maintained in neat and clean condition (both interiors and exteriors).
- ii. The Contractor shall replace tyres and tubes of the vehicle/s as and when necessary and also as may be asked to do so by the Authorised Officer. They also ensure that the Speedometer and Milometer of the vehicles are in perfect working condition showing accurate readings. The Contractor shall arrange preventive maintenance at regular intervals to avoid unforeseen break down. The contractor shall keep proper records for these and shall produce such records on demand for inspection of the Authorized Officer.
- iii. The contractor shall provide the required tools and tackles as also spare wheels to all the vehicles deployed for our contract.
- iv. The Contractor shall ensure that the drivers engaged by them should maintain log books for daily movement of vehicles and get necessary entries made by the user, such as starting and closing Kms, user' name, route of journey undertaken and obtain signature of the user as well as Shift Supervisor or authorized officer.
- v. The Contractor shall ensure that on return from the Out-station Trip, all concerned Drivers must invariably obtain the Feed Back Report duly signed by the concerned Employee/Officer/Executive of the Company or any other Company's Guests, and submit the same to the Transport Supervisors/Officers, who will take necessary actions to address/attend to the complaint/grievances/problems, if any brought out in the Feed Back Report and will also take up the matter with the Contractor. In case of any non-compliance by the Contractor, necessary damages will be deducted as per in terms of mentioned hereof.

## **F. SAFETY REQUIREMENT:-**

- i. The purpose of the safety requirement is to guard against any mishap and damages to men, material and machinery while

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- working in GNFC CORPORATE OFFICE / GIFT (both inside & outside)/ GNFC Infotower Ahmedabad/GIFT City Gandhinagar. The Contractor must adhere to safe practices to ensure complete safety. This code covers only basic safety requirement, however the contractor shall take required safety precautions as per the demand of work.
- ii. The safety rules shall be applicable all the time, as long as the hired vehicle/s is/are on GNFC duty at GNFC CORPORATE OFFICE / GIFT (both inside & outside)
  - iii. All drivers should wear black coloured civil shoes while on duty.
  - iv. All drivers should always wear seat belt & should also insist the passengers to wear seat belt.
  - v. No driver shall carry flammable or spark producing items inside the factory like bidi, cigarette, matches, lighter, and kerosene.
  - vi. No driver shall be allowed to drive vehicle if he is found under the influence of alcohol / other intoxicants.
  - vii. No driver shall carry camera, mobile phones with camera inside the factory.
  - viii. Drivers shall follow the speed regulation inside the factory and outside factory as prescribed & displayed on roads.

## **G. INSURANCE:-**

1. The Contractor shall ensure that all hired vehicles are fully and comprehensively insured by the Contractor for the entire contract period covering all risks including strikes and riots, personal accident cover for the passengers etc.
2. The Contractor shall ensure that the drivers engaged on the hired vehicles and a supervisor, appointed by the contractor for day to day coordination work shall also be covered under the scope of Workmen Compensation Policy / Group Insurance Scheme.
3. The Contractor shall submit Xerox copies of all relevant insurance policies to the Company.

## **H. General Instructions:**

1. In case of breakdown of vehicles, the contractor shall make arrangement/ replace the same within 60 minutes by an equally good

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### **Gujarat Narmada Valley Fertilizers & Chemicals Limited**

**Registered Office :**

P.O.: Narmadanagar - 392 015.  
District: Bharuch, Gujarat, India.  
Ph : (02642) 247002

**IT Division Office :**

14th Floor, Tower One, Road 5C, Zone 5,  
Gujarat International Finance Tech City (GIFT City)  
Gandhinagar - 382 355. Ph : (079) 6674 3300 / 3200

**(n)Procure Office :**

304, 3rd Floor, GNFC Info Tower,  
Bodakdev, Ahmedabad - 380054. Gujarat, India.  
Ph : +91 - 79 - 4000 7300 / 410

vehicle. However contractor should use his professional wisdom to ensure that the vehicles run on time.

2. Successful Bidder shall mobilize the offered new vehicles within 30 days of issuance of LOI /work order.
3. It will be the Contractor's responsibility to comply with all the provisions of Motor Vehicles Act and the Rules framed there under and also other laws applicable from time to time in respect of registration, permit, road- worthiness, insurance, PUC, payment of taxes and duties etc. You shall employ responsible, trained, experienced and well behaved drivers holding valid license for driving of the hired vehicles under this contract.
4. The vehicle will be maintained and plied by the Contractor entirely at his risk and cost including the cost of the fuel. The Company / users of the vehicle will not, in any way, be held responsible or liable for any breach of law, accidents or any other occurrence of their consequence to the Contractor, his employees or any other person or authority. The Company / users of the vehicle will, however, be entitled to all such relief and compensation from the contractor as are legally admissible to any Employee/user under the existing laws, in specific circumstances.
5. Every monthly vehicles seat covers & curtains should be thoroughly washed. A monthly report of the vehicle with check list is to be submitted and got checked/ approved by officer in charge of transport section.
6. The contractor will allow only company's employees to travel through this vehicle or as per the instruction given by company's authorized official.
7. The log book to be filled and get it checked at the transport office on daily basis.
8. Normally, the hired vehicle/s is required to report for duty at 09:30 hrs at GNFC Infotower / GIFT City Gandhinagar in time. In case, it is required to report for duty at any other place as directed by Company's authorized officer, the distance will be reckoned from

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GNFC Infotower /GIFT City or from the first reporting place of the vehicle to the executives of the Company by shortest route in the case of the vehicles meant for GNFC Infotower/GIFT CITY Gandhinagar Office and for vehicles meant for Casual hiring/on call basis hired, the KMs will be reckoned from Garage to Garage.

9. To and fro kilometres from parking place of the vehicle/s to Company's reporting place shall not be admissible.
10. For the purpose of day-to-day operations, instructions will be given by the Company's Authorized Officer and the same shall be carried out by the Contractor. For proper planning and supervision of vehicles on a regular basis as also for proper coordination with all concerned, the contractor shall nominate full time Supervisor who shall be available at our office during working office hours. The contact telephone number of the Supervisor engaged by the contractor shall be made available to the GNFC Infotower/GIFT CITY Gandhinagar offices before commencement of the contract.
11. The contractor shall be allowed to withdraw the vehicle/s for 1 (one) day per month to carry out periodic servicing/ maintenance / repair. However, the contractor shall obtain prior permission for withdrawal of vehicle/s for maintenance and deploy another vehicle of same type.
12. The Contractor shall be required to provide a similar vehicle/s at no extra cost to the Company if it retains the vehicle/s beyond the time limit specified above. In case of failure of the contractor to arrange such replacement, GNFC shall have the right to make alternate arrangement for vehicle/s at the cost and risk of the contractor.
13. If any of the vehicles develop any defect/breaks-down during the journey, the contractor/ driver shall arrange a substitute vehicle/s of similar specification for the user to continue journey.
14. In case substitute arrangement is not made as above within reasonable time limit, the official occupying the vehicle/s shall have the right to make alternate arrangement at the cost and risk of the contractor. Such decision shall be binding on the contractor.

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15. The Contractor has to make his own arrangement for parking of vehicles after the duty hours.
16. The vehicles should report for duty with sufficient fuel.
17. The vehicles provided on hire by the contractor shall remain at the disposal of GNFC or its authorized officers / officials.
18. The Contractor shall carry out operations contemplated in this contract with due diligence. The contractor shall ensure strict discipline and good conduct among their employees and comply with all rules & regulations of GNFC. If at any time, GNFC feels that the conduct of any Contractor's employee is detrimental to the Company's interest, the Company shall have the absolute right to request for the removal of such employee with immediate effect. The Contractor shall comply with such request to remove such person at his expenses unconditionally.
19. In case any driver is found to be irresponsible, negligent, careless, driving rashly, violating traffic rules or GNFC' safety / security regulations, not trustworthy, such drivers shall be replaced immediately upon our intimation to the contractor.
20. Our estimated requirement of vehicles is 02 Nos. for Monthly hired stationed vehicle. GNFC expects the bidders / tenderers to offer both the vehicles registered in their own name for obvious reasons rather than vehicles registered in some other agency's name. GNFC Does not commit any minimum guaranteed number of vehicles in case of Casual Hiring/on call basis services.
21. The Contractor shall not assign, subcontract or sublet the work under this contract in whole or part in any manner whatsoever. In case such unauthorized arrangement is noticed, the same shall be viewed seriously and may result in termination of the contract.

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## Annexure – IV

### OTHER TERMS & CONDITIONS APPLICABLE TO CONTRACT

#### DEPLOYMENT OF DRIVERS ON HIRED VEHICLES:

1. You shall engage drivers who have minimum three years' of driving experience and having valid driving license and can read and write at least Gujarati and Hindi language. Necessary WC policy for the drivers will have to be obtained and submitted to HR department for obtaining gate passes.
2. All the drivers should be medically fit with proper eye sight (with or without glasses).
3. The driver should have the basic skill to identify and rectify at least minor faults of the vehicle.
4. As far as possible the drivers should be familiar with the different routes and roads of Gujarat.
5. You shall have to make your own arrangements for lodging & boarding facilities for your drivers including night halt at the respective destinations where the vehicles are deployed and also for fueling/repairs.
6. All drivers should have clean habits and behaviour teetotaller.
7. The contractor shall to the extent possible deploy local drivers who shall remain fixed on driving duty during the currency of the contract. However, in case of any need for changing the driver, the replaced drivers should conform to the requirements indicated above clauses No. 1 to 5.
8. Frequent changing of drivers shall not be permitted. However, in exceptional cases where the driver is to be changed, prior approval of the Authorized Officer of the company shall be taken and in such case, the contractor shall ensure a suitable substitute.

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9. You shall provide mobile phones to drivers of all the vehicles deployed on hired vehicles under the ARC. Please note that drivers without mobile phones shall not be allowed and shall attract appropriate penalty in case of non-availability of mobile phone with driver. However your driver shall refrain from using mobile phone while driving.
10. Drivers deployed on the hired vehicle under the contract should comply with all security and safety departments' rules and regulations of GNFC.
11. You shall provide 3 pairs of Stitched Uniform as per the Company's choice of cloth quality, colour and stitching specifications & 1 pair of Civil Shoes per year to drivers being deployed on hired buses. Bidders should not quote rates for uniform and civil shoes as the expenditures towards the cost of these items will be reimbursed by the Company. The estimated cost of one pair of uniform and one pair of shoes will be approx. Rs. 1200/- & Rs. 800/- respectively including stitching charges.
12. All drivers should wear neat, clean uniform and civil shoes provided by the Company regularly while on duty. Drivers without uniform and civil shoes will not be allowed on duty.
13. The Contractor shall arrange necessary medical check-ups including Eye checking of all the drivers at the time of deployment and thereafter at an interval of every six months at their cost and produce record thereof.

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**Annexure – V**

**GENERAL CONDITIONS OF CONTRACT**

Available at:

[http://mygnfc/mygnfc/images/finance/VR4U/FORM/GENERAL%20CONDITIONS%20OF%20CONTRACT%2028122016%20\(2\).pdf](http://mygnfc/mygnfc/images/finance/VR4U/FORM/GENERAL%20CONDITIONS%20OF%20CONTRACT%2028122016%20(2).pdf)

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## Annexure – VI

### CONDITIONS OF LABOUR LAWS

Available at:

[http://mygnfc/mygnfc/images/HR\\_Dept/Forms/New%20Folder/Lab.%20Laws%20Comp%20-%20BHARUCH%20SITE.doc](http://mygnfc/mygnfc/images/HR_Dept/Forms/New%20Folder/Lab.%20Laws%20Comp%20-%20BHARUCH%20SITE.doc)

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## Annexure – VII

### HEALTH & SAFETY POLICY

Available at:

[http://mygnfc/mygnfc/images/Fire\\_N\\_Safety/Contents/01%20Safety%20Policy/Safety%20and%20Health%20Policy%20English.pdf](http://mygnfc/mygnfc/images/Fire_N_Safety/Contents/01%20Safety%20Policy/Safety%20and%20Health%20Policy%20English.pdf)

[http://mygnfc/mygnfc/images/Fire\\_N\\_Safety/Contents/01%20Safety%20Policy/Safety%20and%20Health%20Policy%20Gujarati.pdf](http://mygnfc/mygnfc/images/Fire_N_Safety/Contents/01%20Safety%20Policy/Safety%20and%20Health%20Policy%20Gujarati.pdf)

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## Annexure – VIII

### INTEGRATED MANAGEMENT SYSTEM POLICY

Available at:

[http://updates/iso\\_cell/01%20Policies%20and%20Certificates/IMS%20policy/Integrated%20Management%20System%20Policy%202019.pdf](http://updates/iso_cell/01%20Policies%20and%20Certificates/IMS%20policy/Integrated%20Management%20System%20Policy%202019.pdf)

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**Annexure – IX**

**QEHSEn GUIDELINES TO CONTRACTORS**

Available at:

[http://updates/iso\\_cell/QEHSEn%20guidelines%20to%20contractors%20June%202019.pdf](http://updates/iso_cell/QEHSEn%20guidelines%20to%20contractors%20June%202019.pdf)

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**Annexure - X**

**SCHEDULE OF RATES**

**Ref:** E-Tender enquiry for Hiring 03 + 1 Nos. Brand New Vehicles on hire / monthly / call basis for Gandhinagar & Ahmedabad . **As per attached separate sheet**

Sr.No.	Type of vehicle	Monthly Fix Rent for Zero(0) Km per vehicle for 1st Year (XX/XX/2023 to XX/XX/2024)	Rate (Rs.)	Night halt/Bhathu for driver ( In case of out station trip)
1				
2				
3				

Applicable GST \_\_\_\_\_ %

Date:

Place:

**Signature and Seal of the Tenderer**

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**Annexure – XI**

**COVERING LETTER**

**(To be submitted on the Letterhead of the Applicant)**

To,  
GNFC LTD.  
Gandhinagar

Ref: RFP Reference No.

Sub: Submission of Bid in response to the RFP for \_\_\_\_\_.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our Bid/ proposal in response to your RFP Notification number..... for \_\_\_\_\_.
2. We have read the provisions of the RFP document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments thereto.
4. We would like to declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

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6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand you are not bound to shortlist/accept any or all the proposals you receive.
8. We would like to declare that we are not blacklisted by any Central/ State Govt. / PSUs or Local Govt. Department, as on the date of application and is not debarred from participation in the Tender process.
9. We hereby declare that we qualify and fulfil the eligibility criteria mentioned in the RFP.

Date:

Place:

Signature of Authorized Signatory\_\_\_\_\_

Name of the Signatory \_\_\_\_\_

Company Name & Seal

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## Annexure – XII

### UNDERTAKING FOR WAGE DISBURSEMENT THROUGH BANK

**(To be submitted on the Letterhead of the Applicant)**

Available at:

[http://mygnfc/mygnfc/images/HR\\_Dept/Forms/New%20Folder/Tender\\_Undertaking\\_Cashless.pdf](http://mygnfc/mygnfc/images/HR_Dept/Forms/New%20Folder/Tender_Undertaking_Cashless.pdf)

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## Annexure – XIII

### GST ANNEXURE

This Annexure shall form integral part and parcel of Purchase/Work/Service Order Number \_\_\_\_\_ dated \_\_\_\_\_

▶ **TIMELY PROVISION OF INVOICES/ DEBIT NOTE/ CREDIT NOTE / OTHER APPLICABLE DOCUMENTS:**

Supplier shall immediately submit the Tax Invoice/ Debit Note/ Credit Note and / or any other applicable / requisite documents as per the prevailing GST Law and within the timeline as required under the GST Law so as to enable GNFC to claim/avail tax benefit/credit and it shall ensure that GNFC must be able to claim ITC [Input Tax Credit] as per applicable provisions & restrictions of GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, and Debit Notes) shall be made within time limit as prescribed under the GST Law to ensure that no loss or damage is caused to GNFC due to such adjustment as per GST Law. Any consequence in terms of tax / loss of input tax credit, interest or penalty thereon on account of delay in raising tax invoice and/or submission of other applicable documents or adjustment documents as mentioned above shall be to the account of the Supplier and the Supplier shall indemnify and hold GNFC good against any such consequential tax, interest, penalty or any other losses / damages.

▶ **HSN/SAC:**

HSN / SAC for goods & services respectively shall be specifically included in the tax invoices as required under the applicable provisions of GST Law. The manner and digits of such HSN/SAC Code shall be compliant with applicable provisions of GST Law from time to time.

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In case of receipt of advance or refund of such advance received where invoice against the said advance was not prepared, the Supplier shall raise the necessary statutory documents. Further, the Supplier shall also raise the prescribed documentation governing the movement of goods like e way bill, delivery challan etc as per applicable GST law provision from time to time.

Supplier shall ensure correct classification of HSN/SAC and it shall indemnify GNFC against any additional taxes, interest or penalty, if any, imposed on GNFC due to wrong classification of HSN.

▶ **DISCOUNTS:**

Any known post supply discount shall form part of terms of the agreement/contract i.e. it is required to be pre-agreed before any supply takes place and any discount given at the time of sale shall be recorded on invoice to enable Supplier/ GNFC to claim tax adjustment. In case there is any pre-agreed post supply discount then the credit note to that effect shall be issued within time limit prescribed in applicable provisions of GST Law to enable supplier/GNFC to claim tax adjustments.

▶ **MANNER OF ISSUE OF INVOICES:**

- a) Wherever applicable, three copies of the valid tax invoices or other applicable document as per GST Law shall be issued by supplier in case of supply of goods (i.e. 'Original' for recipient (GNFC), 'Duplicate' for transporter and 'Triplicate' for supplier), 2 copies of invoice or other applicable document as per GST Law shall be issued by supplier in case of supply of services (i.e. 'Original' for recipient and 'Duplicate' for supplier). Further, the invoices for supplies shall be as per the GST Law & clearly bear the GSTIN / UID number along with Purchase Order/Work Order/Service Order number and date and wherever the law requires, an Electronic Invoice Reference Number and QR code from Invoice Registration Portal, for each invoice.

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- b) Supplier shall be responsible to issue applicable documents for movement of goods (such as tax invoice, delivery challan, e-way bill, e-invoice etc) under the GST Law as may be applicable from time to time and the logistic partner as well as GNFC shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any miss-declaration or any non-compliance, whatsoever, on part of the supplier.
- c) Where the supply of goods/ services are liable to GST under reverse charge mechanism, the supplier shall clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”. Invoice of such RCM supply must comply with applicable provisions of GST Law. If payment of GST is received by Supplier in spite of Goods or Services supplied by said supplier is covered under RCM [Reverse Charge Mechanism] and GST is payable by GNFC, the supplier shall reimburse the amount of GST immediately to GNFC so that default on part of GNFC can be avoided. In case of supplier’s failure to make appropriate declarations and / or Supplier’s failure to reimburse the GST amount, the same shall be recoverable from the Supplier with interest at such rate as may be applicable under Section 50 of CGST Act 2017 from time to time. Such supplier will be required to submit invoice for supply of services within 30 days from date of invoice. In case of failure to submit invoice within 30 days from date of invoice, GNFC will be required to pay interest @ 18% or other applicable rate from time to time under GST Law for delay in discharge of GST liability under RCM. Any loss of input tax credit, penalty, interest, any other loss arising out of supplier’s failure to submit invoice within 30 days from its date, will be recovered by GNFC from supplier with applicable taxes.

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- d) In case supplier makes payment to any other person on behalf of GNFC and subsequently claims reimbursement of such payment from GNFC then such reimbursement claim is required to be submitted in same month in which such amount was paid on behalf of GNFC. Any delay in discharge of GST liability under RCM by GNFC in relation to such reimbursement claim if results into loss of input tax credit, penalty, interest, any other loss arising out of supplier's failure to submit above mentioned reimbursement claim within same month of payment, will be recovered by GNFC from supplier with applicable taxes.
- e) The invoice should clearly specify abatement, if any, claimed or otherwise from the Taxable Value while calculating the GST.
- f) Tax invoice and other tax documents like debit/credit notes etc. shall be issued by the supplier as per applicable provisions of GST Law.
- g) In case of supplier supplying Goods/Services/Both in relation to creation of immovable property, Input Tax Credit of which is blocked under applicable GST Law provision(s), Invoice(s) in relation to such Goods/Services/Both is needed to be provided separately by keeping planning, designing, execution etc. in this regard separate in consultation with GNFC. Also other requirements in relation such work such as providing Chartered Engineer's Certificate for Goods/Services/Both used in foundation and structural support of plant and machineries and any other requirement in this regard as communicated by GNFC will also be required to be complied with by such supplier. Non-compliance of supplier in relation to above if results into loss of input tax credit / additional tax liability, penalty, interest, any other loss, same will be recovered by GNFC from supplier with applicable taxes.

▶ **OTHER POINTS:**

- a) Any Liability, whatsoever, arising out of or in connection with dispute on the tax structure, tax rate(s), HSN classification, correct disclosure in return, timely filing of applicable GST returns, raising of correct tax invoice, within statutory timelines and presenting to GNFC immediately, calculation, correct valuation

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and payment of GST to the Government will be to the Supplier's account;

- b) In case the value of tax invoice or GST rate on tax invoice as mentioned in tax invoice of Supplier is assessed differently by the department during assessment proceedings or any other dispute is raised by department resulting in additional tax liability on the Supplier, GNFC shall not be liable to reimburse any amount of tax or interest or penalty to such Supplier in relation to such additional liability or any other incidental expenses or liabilities, whatsoever;
- c) The tax invoice or debit note raised by supplier shall be compulsorily furnished in GST return in the manner as required under the GST Law. Further, GST in respect of such tax invoice shall be paid by the Supplier as required under the GST Law. In case e invoicing is applicable, debit/credit note(s) or other documents as prescribed in applicable GST Law provision must be issued in compliance of such e invoicing requirement containing all fields as prescribed in applicable provision(s) of GST Law. In case the same is not complied with then the Supplier shall make 'good' the loss suffered or potential loss that may be suffered by GNFC due to the input tax credit or other loss in that transaction (including applicable interest at such rate as may be applicable under Section 50 of CGST Act 2017 and/or other applicable provisions of GST Law from time to time and penalty in this regard).
- d) In case the tax invoice is not presented to GNFC immediately on issuance and if GNFC is not able to claim Input tax credit on account of expiry of statutory timeline then GNFC shall not make payment of any taxes to Supplier;
- e) The PO/SO/WO shall be terminated immediately, if supplier is found to be non-compliant or any action has been taken against it by authority, in such case no payment of tax will be made and any loss or potential loss due to such non-compliance to GNFC will be recovered with applicable interest and penalty.
- f) The Supplier/ Sub contractor shall communicate to GNFC with regard to any change in the registration details, issue of blacklisting/suspension/cancellation/receipt of notice/demand etc or any non-

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compliance by Supplier irrespective of the fact that whether such events are attributable to the Suppliers or not;

- g) Any local levies and or other charges levied by any Central/state/local authorities wherever applicable shall be extra and the same shall be to the account of the supplier. GNFC shall not pay or reimburse the same to the Supplier.
- h) Declaration/ Self Certificate stating that Taxes which have been collected/ withheld on behalf of GNFC have been duly paid/ will be paid to the Government account within the prescribed due dates specified under various Tax Laws (including GST law) in India and Rules made there under shall be submitted by the Supplier to GNFC.
- i) In case supplier is located outside India and supplying services to GNFC whether on his own account or through intermediary acting as ultimate supplier of GNFC, GNFC will become liable to discharge GST under RCM as per India's GST Law. Such supplier or in case of intermediary such intermediary e.g. LSTK Contractor, commission agent etc. will be required to submit invoice for supply of services within 30 days from date of invoice. In case of failure to submit invoice within 30 days from date of invoice, GNFC will be required to pay interest @ 18% or at other applicable rate from time to time under GST Law for delay in discharge of GST liability under RCM. Any loss of input tax credit, penalty, interest, any other loss arising out of supplier's failure to submit invoice within 30 days from its date, will be recovered by GNFC from supplier or in case of intermediary such intermediary.
- j) In case supplier is located outside India and supplying goods to GNFC whether on his own account or through intermediary acting as ultimate supplier of GNFC, for which GNFC is required to carry out customs clearance for home consumption by filing BoE [Bill of Entry] then such supplier or in case of intermediary such intermediary e.g. LSTK Contractor, commission agent etc. must ensure that quantity of BoE must be equal to quantity invoiced by such supplier to GNFC. If goods in BoE is not received or short received or due to misunderstanding regarding UoM [Unit of Measurement] or other point of PO

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- between foreign supplier and GNFC BoE quantity is considered to be short received against invoice, any additional liability/loss of input tax credit, penalty, interest, any other loss arising out of supplier's failure to ensure that quantity and UoM in his invoice accurately matches with quantity and UoM of BoE and same is received by GNFC completely at its place of business under GST Law, will be recovered by GNFC from supplier or in case of intermediary such intermediary. Also such supplier or in case of intermediary such intermediary must ensure that only non-creditable portion of GST be passed on to GNFC after taking Input Tax Credit of creditable portion of GST. Loss/expense if any suffered due to passing on such creditable GST paid by supplier will be recovered with interest as decided by GNFC.
- k) In case of any dispute in relation to invoice(s) already issued, same is to be resolved amicably in consultation with GNFC at the earliest, however if it appears that such resolution will not take place until September of financial year immediately succeeding the financial year in which such invoice(s) was/were issued, amount of GST will not be paid / if already paid will be recovered along with applicable interest / interest as decided by GNFC. Such supplier may choose to issue GST Credit Note under relevant provisions of GST Law within such time limit to enable both parties to claim tax adjustments and avoid any tax / Input Tax Credit / Interest / Penalty loss.
- l) In case of advance payment i.e. clean/pure advance against which services will be supplied, appropriate receipt voucher will be required to be issued and when such advance gets adjusted against supply of any services, necessary adjustment of tax already paid against advance will be required to be adjusted and net tax if any is to be claimed against such tax invoice. In case such advance is not adjusted against any supply necessary refund voucher will be issued.
- m) For GST compliance purpose DAY means a continuous period of twenty-four hours commencing from midnight 00:00:00 hours.
- n) For GST compliance purpose MONTH means a continuing period, commencing from first day in a calendar month and ending on last day of such month.

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- o) In case of recovery of any amount in the nature of liquidated damages, penalty, fine, etc., from the Contractor (i.e., supplier), on account of non-performance or breach of any of the clauses and/or conditions stipulated in the agreement, if it qualifies as consideration for agreeing to the obligation to tolerate an act or asituation or to refrain from or do an act, such transaction shall be considered as a supply of services by GNFC in terms of para 5(e) of Schedule II of the Central Goods and Services Act, 2017 (“CGST Act”) / Gujarat Goods and Services Act, 2017, leviable to GST at applicable rate In case of issuance of GST invoice contractor (i.e., supplier) will be required to pay the amount of such liquidated damages, penalty, fine etc. along with GST applicable thereon. In case of commercial recovery such amount as demanded has to be paid to GNFC separately and shall not be adjusted against payment of any other GST Invoice(s).
- p) In case any amount payable by the Contractor (i.e., supplier) to the Owner (i.e., GNFC) other than covered by clause o) above is deducted from the Contract Price or any other amounts owed by the Owner (i.e., GNFC) to the Contractor (i.e., supplier), such deduction of amount may be treated as consideration towards independent supply of service/ goods, or in such other manner, as maybe mutually agreed upon between Owner (i.e., GNFC) and Contractor (i.e., supplier). The Owner (i.e., GNFC) may raise GST tax invoice and charge appropriate GST against the supply of goods and/or services for such deduction from the contract price, as the case may be. In no event, the said deduction shall be considered as discount or reduction in the Contract price as agreed in this Agreement unless specifically agreed mutually between Owner (i.e., GNFC) and Contractor (i.e., supplier).
- q) Any reference to GST compliances or GST, interest, penalty, levy, etc., in any of the clauses of this contract shall be referred to and read in consonance with this GST Annexure. In the event of a conflict or inconsistency between the terms of contract and the terms of this GST Annexure, the terms of this GST Annexure shall prevail over the terms mentioned in contract for GST compliances as well as all matters related to GST, interest, penalty etc.

▶ **CLAUSE ON ANTI-PROFITEERING:**

Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to GNFC by the Supplier. Similarly, the

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benefits enjoyed by Supplier's Suppliers and other players in the supply chain are also required to be passed on to the Supplier, which in turn shall be passed on to GNFC by way of price reductions. Accordingly, Suppliers are expected to pass on any direct or indirect benefits arising thereon.

All benefits due to change in rate of tax of outward supply or availability of Input Tax Credit to supplier even post implementation of GST will be required to be passed onto GNFC.

The responsibility to pass on the above benefits vests with the Suppliers as our 'Responsible Suppliers' and GNFC shall have a right to understand and seek details of the manner/ mechanism in which such benefits shall be passed on to it.

► **TAX INDEMNITY CLAUSE:**

If GNFC is not able to avail Input Tax Credit due to any short coming / failure on part of the Supplier in compliance of provisions of GST Law applicable from time to time, including but not limited to mismatch of ITC between Invoice and GST return uploaded by supplier (which otherwise should have been available to GNFC in the normal course) and issuance of valid tax invoice compliant with e-invoicing and / or any other applicable requirements under the GST Law, the Supplier shall at his own cost and effort get the short coming rectified. If, for any reason, said rectification is not possible, the Supplier shall make 'good' the loss suffered or potential loss that may be suffered by GNFC due to or on account of short coming / failure on part of the Supplier in compliance of provisions of GST Law and consequent tax credit loss caused to GNFC in that transaction. When any shortcoming is communicated by GNFC to Supplier, the Supplier shall take prompt action to rectify the same at the earliest. GNFC reserves right to recover from outstanding dues of Supplier without prejudice to above mentioned obligation of Supplier to make 'good', the loss suffered or potential loss that GNFC may suffer.

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The Company shall not be liable for or in respect of any liabilities, whatsoever, arising out of or in connection with the non-compliance [examples like but not limited to non-payment of tax to Government, non-filing of GST returns, delay in filing of GST returns, non-reporting of invoices pertaining to supplies made to GNFC, breach of conditions specified in GST law for payment of output tax liability as well as availment of input tax credit etc.] of any of the applicable provisions of GST Law by the Supplier and the Supplier shall indemnify & keep indemnified the Company against all such liabilities including but not limited to additional tax liability/ loss of input tax credit, penalty, interest thereon, all direct and incidental expenditures in relation to litigation cost being borne by company damages, costs, charges & expenses whatsoever in respect thereof in relation thereto.

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**SIGN & SEAL OF SUPPLIER**

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