



REF: 388/ATC/MKT

DATED: 01/09/2022

**Tender for Selection of Transport Agency
for Transportation of Gas Cylinder for
Various Gas Agency Units of GMVN**

Issued by:

Managing Director
Garhwal Mandal Vikas Nigam Limited
(A Govt. of Uttarakhand Enterprise)
74/1, Rajpur Road, **Dehradun** – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308, 8057912535
Email: marketing.gmvnltd@gmail.com

CONTENTS OF TENDER DOCUMENT

1. Tender Document	Page No. 1
2. Draft Contract Agreement	Page No. 32

TENDER DOCUMENT

Disclaimer

This Tender document is neither an agreement nor an offer by Garhwal Mandal Vikas Nigam Limited, A Govt. of Uttarakhand Enterprise (the "**GMVN**" OR "**Authority**") to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the GMVN in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the GMVN, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

GMVN, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

GMVN also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Tender. GMVN may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that GMVN is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and the GMVN reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMVN or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the bidder and the GMVN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

CONTENTS

A - TENDERING PROCEDURE	1
B - SCOPE OF WORK AND TERMS & CONDITIONS	1
C - CRITICAL DATES	6
D - SPECIAL MENTIONS	7
E - VALIDITY OF BID	7
F - TENDER FEE, BID SECURITY DECLARATION	7
G - QUALIFICATION OF BIDDERS	8
H - PRE-BID MEETING AND CLARIFICATIONS BY THE GMVN	9
I - AMENDMENT IN THE TENDER DOCUMENT	9
J - DOCUMENTS COMPRISING THE BIDDERS' PROPOSAL (Technical BID)	10
K - FINANCIAL BID – (BOQ)	10
L - COST OF BIDDING	10
M - RIGHT TO ACCEPT OR REJECT THE TENDER	11
N - PREPARATION AND SUBMISSION OF BIDS	11
O - BID DUE DATE	11
P - MODIFICATION/SUBSTITUTION/ WITHDRAWAL OF BID	11
Q - CORRESPONDENCE WITH THE BIDDER	11
R - EVALUATION OF BIDS	11
S - PERFORMANCE SECURITY	12
T - RESOLUTION OF DISPUTES/ ARBITRATION	12
U - PENALTIES	13
V - PAYMENTS	13
W - INTERPRETATION	14
X - JURISDICTION	14
Y - MISCELLANEOUS	14
Z - FORCE MAJEURE	15
AA -CHANGE OF LAW	16
BB -AGREEMENT FOR CONTRACT	16
Bid Forms.....	
Technical Bid Form-1: Letter of the Bid	18
Technical Bid Form-2: Bid Security Declaration	20
Technical Bid Form-3: Details of the Bidder	21
Technical Bid Form-4: Power of Attorney for Signing Authority	22
Technical Bid Form-5: Affidavit for No Blacklisting	23
Technical Bid Form-6: Anti-Collusion Certificate	24
Technical Bid Form-7: Project Undertaking	25
Technical Bid Form-8: Financial Eligibility	26
Technical Bid Form-9: Affidavit of No Dues towards Government Taxes	27
Technical Bid Form-10: Affidavit for Exemption from GST	28
CHECK LIST OF DOCUMENTS	30

TENDER DOCUMENT

GMVN is inviting bids from the reputed Transporters to handle the transportation work of LPG Gas Cylinders for various Gas Agency units of GMVN for the period of one year.

A - TENDERING PROCEDURE

1. Two bid system of E-Tendering will be followed. (Technical Bid and Financial Bid)

- i. Technical Bid

The first part shall comprise the offer letter in the prescribed Format (Bid Forms) and the pre-qualification and Technical criteria compliance statement with details.

- ii. Financial Bid

The second part shall be the Financial bid specifying the price offer in the prescribed Format (BOQ) Excel spread sheet (Please note that this is an E tendering System and the comparative chart is automated by the system. Do not forget to write the name of the applying firm at the specified place required for the same, otherwise there are chances that the system may reject the Financial bid.)

GMVN will open the pre-qualification and technical proposals and evaluate them as per criterion mentioned in this document. The 'Financial Proposal' covers shall not be opened until the evaluation of the pre-qualification and technical evaluation is complete.

After evaluation of technical proposals, the financial proposals of only those bidders, who qualify in technical evaluation, will be opened.

2. The parties willing to participate in the Bidding will have to apply through the Electronic Tendering Procedure (E-Tendering) as per the guidelines issued by Uttarakhand State Government.
3. The Tender Document can also be downloaded from the web site. "www.gmvnonline.com" & "uktenders.gov.in"
4. No Tender will be accepted other than E-Tendering Procedure mentioned above.
5. The provisions of Uttarakhand Procurement Rules 2017 shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this Tender Document with the Uttarakhand Procurement Rules 2017, the later shall prevail.

B - SCOPE OF WORK AND TERMS & CONDITIONS

Garhwal Mandal Vikas Nigam Limited is operating 26 Gas Agency Units in Dehradun, Tehri, Uttarkashi, Pauri, Rudraprayag and Chamoli districts.

The bidder should provide two-way delivery services for transportation of LPG cylinders to the customers in the local supply area under jurisdiction of the respective Gas Agency units of GMVN and their extension counters including point delivery. The bidder should transport the filled gas cylinders from the warehouse to the extension counters of the

Gas Agency Units for point of delivery and after home delivery in the local supply area and extension counters, the empty cylinders shall be transported to the gas station's warehouse and put the cylinder on the stack at the warehouse.

GMVN is inviting e-tenders to Select the Transporter firm who fulfils the eligibility criteria for two-way delivery services for transportation of LPG cylinders under home supply through delivery and porter in local supply area and extension counters of the Gas Agency Units. The details of Gas Agency Units and respective estimated value for the Gas Agency Units are as given below:

S.I.	NAME AND ADDRESS OF GAS AGENCY UNITS	ESTIMATED VALUE (Rs. In lakh)
1	Rishi Gas Sewa, Bharat Vihar, Rishikesh, Distt.-Dehradun.	7.28
2	Tuini Indane Gas Service, Tuini, Distt.-Dehradun.	2.90
3	Garhwal Gas Service, Pauri, Distt.-Pauri Garhwal.	1.53
4	Srinagar Gas Service, Srinagar Distt.-Pauri Garhwal.	6.20
5	Kotdwar Gas Service, Kotdwar, Distt.-Pauri Garhwal.	9.10
6	Kalagarh Gas Service, Kalagarh, Distt.-Pauri Garhal.	0.87
7	Dugadda Gas Service, Dugadda, Distt.-Paurig Garhwal.	0.50
8	Pokhra Gas Service, Pokhra, Distt.-Pauri Garhwal.	0.50
9	Bhawar Indane Gas Service, Jhandichaur,, Distt.-Pauri Garhwal.	5.25
10	Pabo Indane Gas Service, Pabo, Distt.-Pauri Garhwal.	3.39
11	Yamkeshwar Gas Service, Yamkeshwar, Distt.-Pauri Garhwal.	1.75
12	Tehri Gas Service, Kandisaur Chham, Distt.-Tehri Garhwal.	1.08
13	Ghansali Gas Service, Ghansali, Distt.-Tehri Garhwal.	3.06
14	Chamba Gas Service, Chamba, Distt.-Tehri Garhwal.	1.96
15	Mandakini Gas Service, Rudrapryag, Distt.-Rudraprayag.	3.00
16	Ukhimath Gas Service, Ukhimath, Distt. Rudrapryag.	0.50
17	Gopeshwar Gas Service, Gopeshwar, Distt.-Chamoli.	6.48
18	Karnprayag Gas Service, Karnpryag, Distt.-Chamoli.	3.30
19	Joshimath Gas Service, Joshimath, Distt. Chamoli.	0.50
20	Tharali Indane Gas Service, Tharali, Distt.-Chamoli.	4.00
21	Nagnath Pokhri Indane Gas Service, Pokhri, Distt.-Chamoli.	1.76
22	Chinyali Saur Gas Service, Chinyali Saur, Distt.-Uttarkashi.	2.70
23	Yamuna Gas Service(Bpc), Barkot, Distt.-Uttarkashi.	4.04
24	Garhi gas service, garhi Cent distt- Dehradun	8.74
25	New tehri gas service, Tehri garhwal	2.47
26	Lansdwan gas Service, Distt- Pauri garhwal	1.00
TOTAL -		83.86

1. GMVN is inviting bids for selection of Transporters to handle the transportation work of LPG Gas Cylinders for 26 Gas Agency units of GMVN through a private sector operator (EMF) to be selected through transparent competitive bidding process as

per Uttarakhand Procurement Rules 2017 initially for 1 year, extendable for 1 year on the same terms and conditions. GMVN may consider further extension for 1 more year on the same terms & condition.

2. Bidder shall quote the percentage rate relative to the rates approved by the District Magistrate/oil Company (without GST) in the Financial Bid for respective Gas Agency/ies in the subsequent columns. The percentage shall be lower than the approved rate (<100) only. The bidder who quoted the lowest rate (L1) would be selected. The bid amount shall be exclusive of GST, but inclusive of all other applicable taxes, duties, cess, surcharges, levies, etc. The percentage Rate entered in the Financial Bid shall be inclusive of loading/ unloading charges.
3. Bidder shall submit the Bid only for those Gas Agency Units where the bidder wants to provide transportation services and must provide the rates for all the extended areas serviced by the Gas Agency units. Bidders may leave the remaining column blank for other/remaining Gas Agency Units and their items rate where the bidder doesn't want to provide the transportation service.
4. Bid Security Declaration shall be submitted separately for each of Gas Agency units, where bidder has submitted bid for more than one Gas Agency unit.
5. The number and frequency of sending Gas refills at the extension counters can be increased during the contract, hence, on the demand of the Gas Agency Manager, the Transporter should provide additional Trucks, Tempos and Rickshaws of large and small sizes as per the requirement of the Gas Agency Units. The Transporter will have to deliver the Gas cylinders to the home of the consumers through the porter as per the local/ Municipal limits.
6. The Transporter should weight the filled LPG cylinders (domestic / commercial) and take them from the warehouse of the Gas Agency Units and deliver the same to the consumers under the local supply area / municipality and within the extension counters of the respective Gas Agency Units. Empty cylinders will be delivered from the consumer's houses under the local supply area / municipality and within the extension counters of the respective Gas Agency Units to the warehouse of the Gas Agency Units and will be kept on the stack at the warehouse.
7. The cost of all taxes etc., which may be incurred while traveling to the extension counters, will be borne by the Transporter.
8. The Bidder should quote rates in such a way that Gas cylinders reach to the consumer's households/ commercial consumers in the local supply area under municipal limits by bicycle, rickshaw, tempo and porter. All types of cylinders will be involved in transportation work.
9. While submitting the tender for any Gas Agency Units, the bidder will have to compulsorily give the percentage rate in the FINANCIAL BID (BOQ) for two-way both point delivery. The percentage shall be lower than the approved rate (<100). The bidder who quoted the lowest rate (L1) would be selected. The selected Bidder will be paid only for the actual number of cylinders distributed to the consumers at the extension counters and distributed through home delivery / porter within the local / municipal limits.

10. Extension counters of Gas Agency Units are subject to change and will have to be accepted by the Bidder. The rates of transportation to the newly created extension counters will be fixed on the basis of the proportionate rates accepted by the Bidder and the bidder will have to work on the rates fixed. The revised rates by the local administration for previously approved extension counters will be payable only after the evaluation of the rates submitted by the Bidder in case of re-tendering.
11. Tender fees will not be refunded or transferred under any circumstances.
12. The policy and rules adopted by the Gas company and GMVN will be compulsorily followed by the Bidder.
13. The Bidder will have to compulsorily provide the uniform prescribed by the Gas Company to the employees/worker employed on their vehicle used for the service.
14. The Transporter will have to compulsorily use the Colors and logos (Monogram) prescribed by the concerned Gas company on their authorized LPG transportation vehicles i.e trucks, mini trucks, tempos, loaders, cycle rickshaws etc. to be put on the work after the acceptance of the work.
15. The Transporters employed/contracted earlier, whose tender has been canceled or contract terminated by GMVN due to non-satisfactory work or such transporters who have left the work themselves during the contract period will not be eligible for participating in the Tender.
16. The Bidder can tender for more than one Gas Agency Units. Transportation work can be allotted for one or more Gas Agency Units as per the minimum percentage rates given by the Bidders, provided that the documents of different vehicles for different Gas Agency Units are submitted by the Bidder. If more than one Gas Agency units is applied by the Bidder Firm, then in that case, the firm will have to give the details of the vehicles to be provided for each Gas Agency Unit along with the list of vehicles registered with them.
17. The percentage rates received in the Financial Bid (BOQ), higher than the rates given by GMVN in Financial Bid (BOQ) will not be considered.
18. According to the purpose of promoting cashless transactions by the Government of India, the transporter will have to do the transaction up to 30 percent of the total sales amount of refill through various modes of cashless transactions (Paytm, Bhim and POS etc.)
19. All revenue collected by the transporter from the customers at delivery points / extension counters/ home delivery shall be deposited in GMVN's designated bank account or to the designated officer of the GMVN within a maximum period of 1(one) working day from collection of payment from the customers. Delay on account of the transporter to remit the collected revenue in GMVN's designated bank account or to the designated officer of the GMVN within the stipulated timeframe shall attract penalty calculated as simple interest @ 16% per annum for each day of delay, on the amount not deposited. If the delay continues beyond a period of 7 days, then unpaid collection amount along with the applicable penalty amount, if any, will be recovered

from the service provider's running account/ Performance Security.

20. It is clarified that the transporter shall not be entitled to directly charge and retain any fee/ service charge from the consumers in any circumstances.

21. The Bidder will have to follow the instructions issued by the Government of India / State Government / GMVN's Management from time to time.

CRITICAL DATES

Schedule of Bidding Process

S. N.	Event Description	Date
1	Availability of TENDER Document	Document can be downloaded from: www.gmvnonline.com , www.uktenders.gov.in
2	Payment to be paid along with Submission of Bid	Tender Fee (non-refundable): Demand Draft of Rs.1,180/ (incl. GST) in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun Bid Security Declaration: Bidder shall submit Bid Security Rupees Twenty Thousand (20,000.00) each of Gas Agency units, where bidder has submitted bid for more than one Gas Agency unit.
3	Start & Publish Date of Downloading TENDER document	01-09-2022 from 03:00 PM
4	Date & Time of Pre –bid Meeting	Date 08-09-2022, 03:00 PM Venue: Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
5	Mode of Submission of Bid	Online at e-Proc website (www.uktenders.gov.in)
6	Start Date of Online Submission of Bid	From: 15-09-2022, 3.30 PM
7	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 30-09-2022, upto 02:00 PM
8	Date, Time and Venue of Technical Bid Opening	07-10-2022, 11:00 AM Venue: Office of the General Manager (Marketing), Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun, Uttarakhand
9	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Eligible Bidders at appropriate time
10	Issue of Letter of Award (LOA) to Selected Bidder	Shall be intimated to the successful at appropriate time
11	Acceptance of LOA by the Selected Bidder	Within 7 days of issuance of LOA
12	Signing of Contract Agreement	Within 15 days of issuance of LOA

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any

reason or being liable for the same in any manner whatsoever.

C - SPECIAL MENTIONS

Address for submission of all physical documents.

To,

The General Manager (Marketing)
Garhwal Mandal Vikas Nigam Ltd.
74/1 Rajpur Road, Dehra Dun
Uttarakhand-248001.

Email: marketing.gmvnltd@gmail.com

Phone: 0135-2746817, 2749308, 8057912535

D - VALIDITY OF BID

The Bids shall be valid for a period of 365 days from the last date of submission of Bids as mentioned in the Tender document or subsequent amendments, if any.

E - TENDER FEE, BID SECURITY DECLARATION

1. Tender Fee

- a. Rs.1,180/- (One thousand one hundred eighty only) inclusive of GST @18%
- b. Tender fee will be accepted in the Form of Banker's Cheque/Demand Draft, drawn in favour of Managing Director, Garhwal Mandal Vikas Nigam Ltd payable at Dehradun. Tender Fees may also be deposited through online bank Transfer/RTGS/NEFT in the following bank account of GMVN:

Beneficiary's Name	Managing Director, Garhwal Mandal Vikas Nigam Ltd.
Bank SB Account Number	10102011001421
RTGS/NEFT Code	PUNB0101010
Bank Name	Punjab National Bank
Branch Name	Saket, Rajpur Road, Dehradun

- c. Scanned copy of the Tender fee receipt should be uploaded along with the Technical bid on the website www.uktenders.gov.in
- d. The Bidders complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143- Industry/2003 dated 20th August 2019 are exempted from payment of Tender Fee.

2- EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

1. The Bidder shall provide Earnest Money Deposit / Bid Security for the amount indicated in

Section-1: Invitation for Tenders in the form of F.D.R /C.D.R in favour of Managing Director,GMVN Ltd, Dehradun from a Nationalized/Scheduled Bank in India.

2. If the Bidder withdraws / amends his bid for any reason during its validity, the Earnest Money Deposit / Bid Security shall be forfeited. Failure to submit original copy of bid security would lead to rejection of offer.
3. No interest will be payable by the Client on the Bid Security / EMD submitted by the Bidder.
4. The EMD of unsuccessful Bidder shall be returned by the Client within one month of award of contract.
5. The Earnest Money / Bid Security shall remain deposited with the client for the period of 90 days from the date of opening of Tenders. If the validity of the offer is extended, the

Earnest Money Deposit / Bid Security duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Client.

6. Any tender not accompanied by Earnest Money Deposit / Bid Security in one of the approved forms is liable to be summarily rejected.
7. The amount of EMD is as per the table mentioned below.

S. No.	Service	Earnest Money (In Rs.)
A.	Additional Transport Work	20,000

In case the bidder, bids for more than one group of items as mentioned in the table above, he has to give separate EMD for each group as mentioned above. Bank details for NEFT etc. for Bid document fee/EMD/Security are as below:

- i) Name of bank : Punjab National Bank
- ii) Account type : Saving, A/C No. 10102011001421
- iii) IFS Code : PUNB0101010
- iv) Beneficiary name : Managing Director, Garhwal Mandal Vikas Nigam Ltd.
- v) Branch : Saket, Rajpur Road, Dehradun.

Note: Bid EMD Should be deposited in Appropriate Amount as mentioned in this document.

F - QUALIFICATION OF BIDDERS

- a. Bidder must be in Transportation Business and having minimum experience of 1 years of this business. Proof of business activity to be supported by documentary evidence and need to be submitted along with technical bid as mentioned in this document.
- b. The Bidder must be a legally recognized business entity incorporated/ Registered in India. Consortium Bidding is not allowed.
- c. Minimum Solvency certificate Rs.10 Lakh issued by District Administration submitted separately along with technical bid as mentioned in this document.
- d. The Bidder should have at least one Transport vehicle like Truck, carriage tempo etc. on their name. The Bidder should have valid registration certificate, Insurance, Road Tax, Vehicle Permit, Fitness certificate and Pollution under Control(PUC) Certificate of that Transport Vehicles. Proof must be submitted separately along with technical bid as mentioned in this document.
- e. In case, the Bidder is authorised Transporter of the Transport Agency, the Bidder must submit copy of authority letter of Transporter Agency firm for the bidding.
- f. The Bidder should submit the Gas Agency wise list of proposed service Transportation Vehicle in their name.
- g. The bidder should not have been blacklisted in the past five years by any state/ central govt. department. The bidder must give an affidavit for the same. Those bidder which tender/contract are terminator by Nigam due to irregularities in last five year are not entitle to participate this tender.
- h. The Bidder must submit GSTN Registration Certificate or Affidavit regarding exemption from the registration in GSTN. If the transporter covered under the exemption from GST, then it will be mandatory to submit the affidavit (as per Technical Form-10) accordingly on an applicable value of stamp paper.
- i. The Successful bidder should have its office in Uttarakhand and Bidder should provide mobile numbers of contact persons.

- j. It is mandatory that bidder must have a valid PAN.
- k. The Bidder should submit a Copy of EPF Registration certificate. However if the Bidder is not registered in EPF at the time of submission of tender form, will submit the affidavit, that in case of selection he will submit the EPF registration within 15 days.
- l. In case where Bidder is Individual person/ proprietorship firm, the Bidder should also submit copy of Voter id card/ Driving License/ Aadhar card as identity proof and submit copy of electricity/ water bill / Voter id card/ Driving License/ Aadhar card as proof of address. Electricity/ Water bill should be in the name of the Bidder. The Bidder should have character Certificate issued by the Competent Authority and that certificate should not be older than 6 months.
- m. Bidder must have positive minimum solvency certificate net worth Rs. 10 lakh.

G - PRE-BID MEETING AND CLARIFICATIONS BY THE GMVN

- a) A Pre-Bid Conference shall be held on the date, time and venue mentioned in Schedule of Bidding Process to clarify and discuss any provisions or requirements related to this Tender document. All interested parties can participate in the Pre-Bid Conference.
- b) All queries to be raised at the Pre-Bid Conference shall be submitted to the GMVN in writing at least 3 days before the scheduled date of Pre-Bid Conference. Written queries shall be submitted at the address given in the tender document in the following format:

S. N.	Reference Clause of Tender	Subject/Title	Query/ Clarification Sought

- c) The GMVN shall endeavour to respond the written queries received from the prospective Bidders. However, the GMVN reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the GMVN to respond to any query or to provide any clarification.
- d) Verbal clarifications and information given by the GMVN or its employees or representatives advisors/consultants shall not in any way or manner be binding on the GMVN.

H - AMENDMENT IN THE TENDER DOCUMENT

- a) At any time prior to the Bid Due Date, the GMVN may for any reason, whether on its own initiative or as a result of a response to written queries, modify the Tender document/extend Bid Due Date by issuing an "Addendum". Any modification of the Tender document shall be made by the GMVN exclusively through the issue of Addendum.

- b) Addendum shall be notified on www.uktenders.gov.in and www.gmvnonline.com. Such Addendum shall become part of the Tender document.

I - DOCUMENTS COMPRISING THE BIDDERS' PROPOSAL (Technical BID)

- a) Scan copies to be uploaded on the e-Procurement Portal of GoUK i.e. www.uktenders.gov.in and Hard copy of the Tender document along with original affidavits/declarations etc. to be submitted to the concerned officer as mentioned in this document before the expiry of last date of submission of tender.
- b) Technical Bid Submission letter in the Format prescribed in Tender document
- c) Copy of proof of submission of Tender Fees/exemption from tender fees whichever applicable as mentioned in this document.
- d) Bid Security Declaration as in prescribed Format as mentioned in this document.
- e) Authorisation letter signed by the Bidder in favour of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender in the Format prescribed in Tender document
- f) Eligibility and Evaluation Criteria documents to support the qualification of the Bidder as per specific Format prescribed in Tender document
- g) Duly signed and stamped copy of Tender document with all amendments/ corrigendum/ addendum to be submitted physically as an undertaking that the bidder has read all the terms and conditions carefully and accepts them.
- h) All the documents should be numbered and stapled/ bound; loose papers & unnumbered documents will not be accepted.

J - FINANCIAL BID – (BOQ)

- a) The Financial Bid is to be uploaded on the e-Procurement Portal **ONLY** in the MS Excel file as per the prescribed format. **Financial bid should not be submitted physically along with the hardcopy of the Bid.** Financial Bid should not be indicated any place in the Technical Bid, otherwise, the Bid shall be summarily rejected.
- b) Financial Bid (BOQ) in which the percentage rate relative to the rates approved by the District Magistrate (without GST) will be filled.
- c) The percentage Rate entered in the Financial Bid shall be inclusive of loading/unloading charges.
- d) Financial Bid submitted by the bidder shall exclusive of GST and inclusive of all other applicable taxes, duties, cess, surcharges, levies, etc.
- e) Bidder shall submit the Bid for those Gas Agency Units where the bidder wants to provide transportation services and must provide the rates for all the extended areas serviced by the Gas Agency units. Bidders may leave the remaining column blank for other Gas Agency Units and their items rate.
- f) The percentage shall be lower than the approved rate (<100).

K - COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. GMVN will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of

the Bidding Process.

L - RIGHT TO ACCEPT OR REJECT THE TENDER

- a) Notwithstanding anything contained in this document, GMVN reserves the right to accept or reject any tender and to annul the Bidding Process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b) GMVN reserves the right to reject any tender and may initiate proceedings against a Bidder as per Bid Security Declaration if:
 - I. At any time, a material misrepresentation is made or found, or
 - II. The Bidder does not provide, within the time specified by GMVN, the supplementary information sought by GMVN for evaluation of the Bid.

M - PREPARATION AND SUBMISSION OF BIDS

1- Format and Signing of Bid

The Bidder shall provide all the information sought under this document. GMVN will evaluate only those Bids that are received in the required Formats and complete in all respects. The Bid shall be signed by the authorized signatory of the Bidder who shall also initial each page. The Technical Bid shall comprise of formats of submission of bid along with all necessary documents certificates, affidavits, declarations.

2- Scanning, uploading of online bids and Sealing/ Marking of Bids to be deposited in physical Form

The Bidder shall upload the scan copy of the Technical Bid in Format as prescribed on the e-Procurement Portal (Hardcopy of the Bid to be submitted to the concerned officer as mentioned in this document within the time prescribed in the tender document). In case of any discrepancy between scan copy of the Bid uploaded on e-Procurement Portal and hardcopy submitted by the Bidder, the scan copy will be considered as final and evaluated. Hence, the Bidders are advised that all the necessary documents, certificates, affidavits, declarations must be submitted in the scan copy of Bid and uploaded on the e-Procurement Portal.

N - BID DUE DATE

GMVN may, in its sole discretion, extend the Bid Due Date by issuing a corrigendum/Addendum uniformly for all Bidders on the website/s where the tender document has been published.

O - MODIFICATION/SUBSTITUTION/ WITHDRAWAL OF BID

The Bidder cannot modify the bid and No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

P - CORRESPONDENCE WITH THE BIDDER

GMVN shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

Q - EVALUATION OF BIDS

- i. Opening and Evaluation of Bids
 - a. GMVN shall open the Bids at scheduled time and date as mentioned in this document at the head office of GMVN in the presence of the Bidders who choose to attend on prior notice.

- b. GMVN will subsequently examine and evaluate the Bids in accordance with the provisions set out in this document.
- c. While evaluating Bids, GMVN may, at its sole discretion, seek clarifications, shortcomings in writing from any Bidder regarding its Bid.

ii. Selection of Bidder

The successful bidder shall be selected as per Uttarakhand Procurement Rules and E-procurement Rules issued by the government of Uttarakhand.

The Financial Proposals / Price Bids will be evaluated for each Gas Agency Unit wise to determine the Bidder(s) who has quoted the lowest percentage rate as per following:

- 1- The Bidder who has quoted the lowest percentage rate relative to the rates approved by the District Magistrate for the work as mentioned in the tender document shall be considered as the lowest bidder (L1) and called for negotiation.
- 2- The lowest bidder (L1) will be selected on the percentage rate relative to the rates approved by the District Magistrate finalized after negotiation.
- 3- Above evaluation process will be followed for Selection of Transporter for each Gas Agency Units separately.
- 4- Decision of MD, GMVN in this regard shall be final and binding on all the parties.

iii. Contacts during bid evaluation (Important)

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMVN makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, GMVN and or their employees/ representatives on matters related to the Bids under consideration.

iv. Price Reasonability

GMVN reserves the right to ask bidder's justification of offered prices to judge price reasonability.

R - PERFORMANCE SECURITY

- a. Performance Security amount either equivalent to 3% of the estimated price for each Gas Agency Unit or Rs.50,000/- per Gas Agency Units, for the total number of Gas Agency Units bid by the bidder, whichever is higher, shall be deposited by the successful bidder in the form of FDR/CDR/BG issued from scheduled bank in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited payable at Dehradun within 3 days of acceptance of LOA by it & valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder in the format prescribed in the Tender Document.
- b. Performance Security will be released after the completion of successful term of the agreement/contract.
- c. Performance Security shall not carry any interest.

S - RESOLUTION OF DISPUTES/ ARBITRATION

- a. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Contract Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any

Dispute.

- b. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration. The venue of such arbitration shall be Dehradun (Uttarakhand) and the language of arbitration proceedings shall be English.
- c. There shall be 1 (one) arbitrator, selected by both parties mutually. In the event of disagreement, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- d. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, 2012 and 2013 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
- e. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Selected Bidder and the GMVN agree and undertake to carry out such Award without delay.
- f. Selected Bidder and the GMVN agree that an Award may be enforced against the Selected Bidder and/or the GMVN, as the case may be, and their respective assets wherever situated.
- g. The Contract Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

T - PENALTIES

- a. If the service provider fails/ delays in providing Vehicle/ Labour/ services as per the requirements, GMVN reserves the right to procure the services from other vendors in the market even at higher cost. In such eventuality, the service provider is liable to compensate GMVN such additional cost incurred and the amount will be recovered from the service provider's running account/ Performance Security.
- b. The Transporter will get the cylinder from the Gas warehouse by weighing it and will also supply the cylinder to the consumer by weighing it. Once the cylinders are received from the warehouse by the transporter after weighing, if the complaint of underweight is received during checking at the consumer's house or by administration or any penalty is imposed on the transportation firm by the oil company on account of leakage in the cylinders or commercial diversion of domestic cylinders, if so, it will be recovered from the concerned transporter and action will be taken as per rules.
- c. In case there is any complaint arises on quality of services against the service provider or service provider is not providing the adequate service, reasonable amount of Penalty shall be levied at the discretion of Managing Director, GMVN depending upon the severity of complaint for deficiency in services, after listening to both the parties. Penalty amount will be deducted from the running bill/ Performance Security as non-refundable penalty.
- d. If performance security is encashed/ operated by GMVN on account of any applicable recovery, then the selected bidder has to restore the amount of performance security to the previous level within 7 days of the recovery.

U - PAYMENTS

- a. The payment to the Transporter would be released by the GMVN on monthly basis after supply of satisfactory services to the GMVN and verification of bills as per prevailing rules.

- b. Invoices of the Transporters shall be presented to GMVN on monthly basis and verified by the Manager/nominated Supervising officer of the GMVN.
- c. GST & other applicable taxes shall be paid extra by GMVN as applicable. The T.D.S. etc, as applicable, can be deducted by GMVN from the payment due to Transporter as per the prevailing government norms and the respective certificate shall be issued by the GMVN.
- d. The Bidder must submit GSTN Registration Certificate or Affidavit regarding exemption from the registration in GSTN. If the transporter covered under the exemption from GST, then it will be mandatory to submit the affidavit (as per Technical Form-10) accordingly. In case of any changes/amendments in the rules of GST in future, the terms and conditions in force for the time being shall be fulfilled by the Bidder.
- e. Transportation Agency having GST Number and charging GST in their bills, then the payment of Invoice will be made only after the submission of relevant evidence for discharging the GST liability to the Government Department and copy of challan of EPF contribution deposited for the worker hired by them relevant to that period. The Transporter should submit the relevant evidence along with the submission of Invoice for payment.
- f. Apart from above payments, if any other Government tax falls payable under any amended rules/ agreement, the payment will be made by the respective liable parties according to the laws.
- g. In case of any downward/ upward revision in price on account of statutory levies/ taxes, the same will be passed on to GMVN with immediate effect.

V - INTERPRETATION

In case of any confusion regarding interpretation of any term and condition, the interpretation done by MD, GMVN shall be final.

W - JURISDICTION

All disputes regarding the Bidding Process and subsequent execution of contract by the successful bidder shall be subject to jurisdiction of court in the state of Uttarakhand.

X - MISCELLANEOUS

- a. GMVN, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. Consult with any Bidder in order to receive clarification or further information;
 - iii. Retain any information and/ or evidence submitted to GMVN by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- b. It shall be deemed that by submitting the Bid, the Bidder agrees and releases GMVN, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or

performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- c. The Tender has to be submitted in accordance with the Terms and Conditions.
- d. The conditional tenders will not be entertained.
- e. Bidders shall fill up the required information as per the prescribed tender Form. If any Bidder does not fill up the information properly, the GMVN has a right to reject such Tenders.
- f. GMVN reserves the right to add/modify any Terms and Conditions of an draft agreement to be signed with the successful bidder during the bidding process.
- g. GMVN reserves right to verify facts shown by the bidder, by a team of Officers of GMVN.
- h. GMVN shall also be entitled to make recoveries from the successful bidder's bills, Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.
- i. The Bidding Documents and all attached documents shall remain the property of GMVN and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. GMVN will not return any Bid or any information provided along therewith.
- j. The agreement between successful bidder and GMVN regarding supply, terms and conditions as given in tender document before the supply shall be executed on a non-judicial stamp paper of appropriate value as required by the Law. Cost of stamp duty shall be borne by the successful bidder.
- k. The bidder has to submit bid for the Gas Agency Units where the bidder wants to provide transportation services. Bidder can submit bid for more than one Gas Agency Units.
- l. Each Driver appointed by the Transportation Agency should have valid driving license.
- m. This agreement shall be effective from the date of signing for one year, which may be extended for further period of one year on the same terms & conditions between the parties. GMVN may consider further extension for 1 more year on the same terms & condition. The commencement of services shall be within 10 days of signing of agreement. In case of re-tendering, it will be mandatory for the already contracted transporter to do work till the appointment of service provider by the tender process or alternate arrangements are made by GMVN, on the same terms and conditions.
- n. In case of any disputes, the decision of Managing Director GMVN will be final, without prejudice to the right of arbitration.

Y - FORCE MAJEURE

- a) "Force Majeure" shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (GMVN or Selected Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or

regulations now in existence as well as those enacted in the future), acts of God such as earthquake, flood, landslides, spread of pandemic, etc.

- b) Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
- c) In the event of the Force-Majeure condition(s) continuing beyond a period of 6 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/GMVN shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.
- d) As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
- e) Upon the occurrence of any Force Majeure event, the following shall apply:
 - The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
 - GMVN shall not be liable to pay any charges to Selected Bidder for the period for which the Force Majeure events persist.
 - Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
 - It is expressly agreed that Selected Bidder's ability to do business or provide services to a third party at a more advantageous price or Selected Bidder's economic hardship shall not constitute a force majeure event.
 - In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders.

Z - CHANGE OF LAW

At any stage GMVN has all the rights to change any of the provision of any legal/verbal/implicit/explicit etc. agreement unsigned between GMVN and the selected Bidder including RFP/ Tender Document, contract agreement etc. There shall not be any legal liability of GMVN in any case in this regard.

AA - AGREEMENT FOR CONTRACT

The successful bidders will have to make an agreement with the GMVN Limited on the terms mentioned in the bid document or as mutually agreed. In case the successful bidder refuses to sign the agreement, the GMVN may initiate proceedings against the Bidders as per Bid Security Declaration. General Manager (Marketing) or any other person authorized by the Managing Director will be the authorized representative for signing the agreement on behalf of GMVN Ltd.

Bid Forms

Technical Bid Form-1: Letter of the Bid

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Sub:- Tender for Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the “**Bidder**”), and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for the Project mentioned in subject line.

We are enclosing our Bid with the details as per the requirements of the Tender Document, for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 365 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(mention name of the Bidder) in accordance with the conditions stipulated in the Tender Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the Tender document issued by Garhwal Mandal Vikas Nigam Limited (“**Authority**” or “**GMVN**”) and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Tender document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the Tender document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Service Provider’s obligation to perform the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this Tender document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Tender document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. We agree to submit Bank Guarantee/FDR/CDR for a sum of Rs. ----- as Performance Security on being identified as Selected Bidder as per terms and conditions of Tender document.

7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 10 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally selected.
9. Our Financial Bid is exclusive of GST and inclusive of all other applicable taxes, duties, cess, surcharges, levies, etc. The percentage Rate relative to the rates approved by the District Magistrate entered in the Financial Bid is inclusive of loading/ unloading charges.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name and seal of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person :-----
Designation :-----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-2: Bid Security Declaration

(to be submitted by Bidder separately for each of Gas Agency Units on Stamp Paper of Rs. 50/- or above and duly attested by Notary Public)

Ref.

Dated:

Managing Director

Garhwal Mandal Vikas Nigam Limited

74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Phone: 0135-2746817, 2749308

Sub:- Tender for Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN

Name of Gas Agency Unit:

Name of District:

I/We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that I/we are required to pay the Bid Security of Rs. 20,000/- (Rs. Twenty Thousand Only) (in form of Demand Draft in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited payable at Dehradun) in the following cases, namely:

- a) When I/we withdraw or modify our Bid after opening of the Bids
- b) When I/we do not accept Letter of Award (LOA)/work order issued by the Authority within the time specified
- c) When I/we do not execute the Contract Agreement, if any, after placement of work order/ Letter of Award (LOA) within the time specified
- d) When I/we do not deposit the performance security with the time specified; and
- e) If I/we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules

In addition to the above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire Bid Security or any part thereof is required to be forfeited by Authority.

I/We understand that this Bid Security shall expire if:

- (i) I/we are not the successful Bidder.
- (ii) the execution of Contract Agreement for procurement and Performance Security is furnished by us in case we are successful Bidder;
- (iii) thirty days after the expiration of our Bid;
- (iv) the cancellation of the bidding process; or
- (v) the withdrawal of the bid prior to the deadline for submission of bids, unless the bidding documents stipulated that no such withdrawal is permitted.

For and on behalf of : -----((name of the Bidder)

Signature : ----- (Authorised Signatory)

Name of the Person :

Designation :

Seal of the Bidder :

Date :

Place :

Technical Bid Form-3: Details of the Bidder
(to be filled by the Bidder)

1	Name of Bidder	
2	Legal Status of Bidder	
3	Date of Incorporation/Registration	
4	Head Office Address of Bidder	
5	Local Office Address of Bidder (if existing)	
6	Brief Description of Bidder's Organisation like Ownership Structure, Background etc.	
7	Particulars of Authorised Signatory (Communication will be send on this address/ email id/ mobile number only)	Name: Designation: Address: Telephone: Fax: E-mail:
8	Bank Details of Bidder	Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:
9	PAN	
10	GST registration number	

Note:

- a) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number, PAN number and EPF registration number duly signed by Authorised Signatory with Bidder's seal.
- b) Copy of bank statement for last 3 years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship firm.

For and on behalf of : ----- (Name and seal of Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-4: Power of Attorney for Signing Authority

(to be submitted by Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-))

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name of Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the **"Authorised Signatory"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **"Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN ("Project")** issued by Garhwal Mandal Vikas Nigam Limited (**"Authority"** OR **"GMVN"**) including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, -----, THE ABOVE-NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2022

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Technical Bid Form-5: Affidavit for No Blacklisting

(to be submitted by Bidder on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-) and duly attested by Notary Public)

We hereby declare that presently the ----- (name of the Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the TENDER document issued by Garhwal Mandal Vikas Nigam Limited (the “**Authority**” OR “**GMVN**”).
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the TENDER document.
- d) is having unblemished record and is not declared Illegible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the provisions of Uttarakhand Procurement Rules, 2017 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 3 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 3 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the Tender Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the Tender document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of	: -----(name and seal of the Bidder)
Signature	: -----(Authorised Signatory)
Name of the Person	: -----
Designation	: -----
Seal of the Bidder	: -----
Date	: -----
Place	: -----

Technical Bid Form-6: Anti-Collusion Certificate

(to be submitted by the Bidder)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the TENDER issued by Garhwal Mandal Vikas Nigam Limited, Jaipur (the "**Authority**") OR "**GMVN**") for "**Tender for Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN**" (the "**Project**") we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2022

For and on behalf of : -----(name and seal of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-7: Project Undertaking

(to be submitted by the Bidder)

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Sub:- Tender for Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN

We have read and understood the Tender for the project mentioned in the above subject line, issued by Garhwal Mandal Vikas Nigam Limited “**Authority**” OR “**GMVN**”). We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the TENDER document including the Draft Contract Agreement.

For and on behalf of : -----(name and seal of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-8: Financial Eligibility (Certificate from statutory auditor/Practicing Chartered Accountant on its Letterhead)

(to be submitted by the Bidder)

Name of the Bidder:

Net worth		Annual Turnover	
As on	Amount (Rs.)	Financial Year	Amount (Rs.)
March 2022		FY 2019-20	
		FY 2020-21	
		FY 2021-22	
<p>This is to certify that the information contained above are correct as per the audited financial accounts of the Bidder.</p> <p>Date:</p> <p>Place:</p> <p align="right">(Signature, Name, Designation, Membership Number of the CA/Authorised Signatory of CA Firm) Name and Seal of CA/CA Firm UDIN.....</p>			

Note:-

- The above Form shall be filled and certified by the statutory auditor of the Bidder on its letter head. In case Bidder does not have a statutory auditor, it shall provide the certificate from practising chartered accountant along with the certified copy of the annual accounts (including Balance sheet & P/L Account).
- Bidder must submit certified copy of Income tax return acknowledgement.

Technical Bid Form-9: Affidavit of No Dues towards Government Taxes

[to be submitted by Bidder on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public]

Ref.

Dated:

Managing Director

Garhwal Mandal Vikas Nigam Limited

74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Phone: 0135-2746817, 2749308

Sub:- Affidavit of No Dues towards Government taxes

We..... (name and address of Bidder) hereby undertake that there no pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST, Custom, etc.) as on (mention date).

PAN Card No.	
GST No.	

If this affidavit/undertaking is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoUK, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-10: Affidavit for Exemption from GST

[to be submitted by Bidder (only if GST registration certificate is not submitted by the bidder) on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public]

Ref.

Dated:

Managing Director

Garhwal Mandal Vikas Nigam Limited

74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Phone: 0135-2746817, 2749308

Sub:- Affidavit for Exemption from GST

I/We..... (name and address of Bidder) hereby declare that total aggregate value of all the taxable supplies of Goods and services provided by me/us as per the Profit and Loss/Income and expenditure account for the previous financial year 2021-22 was not exceeding Rupees Twenty Lakh. Further in the current FY 2022-23, total aggregate value of taxable supplies under Goods and Service tax being provided by me/us will not exceed Rupees Twenty Lakh during the whole financial year. Therefore, supplies of Goods and services proposed to be provided by me/us to GMVN Limited are exempted from Goods and Service Tax during the current financial year and accordingly I/we shall not charge any Goods and Service Tax from GMVN Limited on supplies proposed to be provided by me/us.

In case total aggregate value of taxable supplies exceeds Rupees Twenty lakh during the financial year 2022-23, then I/we will inform you and follow the procedure as per Goods and Service Tax Rules for compliance. In this case, the responsibility related to compliance of applicable GST laws will be on me/us.

If this affidavit/undertaking is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Go UK, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Financial Bid Form (BOQ)

(In the MS Excel format available at www.uktenders.gov.in)

(Please note that the financial bid should not be submitted physically)

CHECK LIST OF DOCUMENTS

Sl	Particulars of document	Technical Bid	To be scanned and uploaded along with the online bid	Reference	Tick the item
1	Tender Fees			Copy of Banker's Cheque/ Demand Draft/ receipts of Online Bank Transfer/ RTGS/NEFT	
2	Technical bid document as per tender document			Technical Bid forms specified in the Tender document (as applicable)	
3	Financial bid (BOQ)			In the form of Spread sheet/ excel file online only	
4	Proof of business establishment			Registration Copy	
5	Copy of EPF Registration certificate			Registration Copy/Affidavit	
6	Proof of turnover /Solvency Certificate (ITR & Certified annual accounts)			Income Tax Return Acknowledgements and Certified financials for past three years ending March, 2022 or Solvency certificate	
7	Copy of PAN			Please give the PAN of the applying firm	
8	Copy of GST registration (if not exempted)			Issued by GST department	
9	Gas Agency wise list of proposed service Transportation Vehicle in their name			Gas Agency wise List of Vehicle in the name of Transporter	
10	Copy of valid registration certificate, Insurance, Road Tax, Vehicle Permit, Fitness certificate and Pollution under Control (PUC) Certificate of that Transport Vehicle			Copy issued by the respective authority/department for each vehicle	
11	Copy of authority letter of Transporter Agency firm			Letter issued the Transport Agency to the authorised transporter	

12	Copy of Electricity/ water bill / Voter id card/ Driving License/ Aadhar card as proof of identity and address (In case where Bidder is Individual person/proprietorship firm)			Copy of any document as proof of identity and address	
----	--	--	--	---	--

Draft Contract Agreement

This Agreement is executed on this the day of 2022 at Dehradun (Uttarakhand)

BY AND BETWEEN

Garhwal Mandal Vikas Nigam Limited, a Govt. of Uttarakhand Enterprise, 74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand) (hereinafter referred to as “the **Authority**” or “**GMVN**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part**;

AND

M/s (*name of address of the Selected Bidder*) (hereinafter referred to as the “**Selected Bidder**” or “**Service Provider**”), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**.

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. Garhwal Mandal Vikas Nigam Limited (“**GMVN**”) decided to procure services from **Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN** for the period of (“**Contract Period**”) through a private sector supplier to be selected through transparent competitive bidding process [collectively referred as the “**Tender**”].
- B. For this, GMVN had invited bids for selection of a Bidder through single stage two-part competitive transparent bidding process for the Project through Tender No. dated.....
- C. After evaluation of Bids received in response of the Tender, the Authority accepted the bid of the selected Bidder and issued Letter of Award (LoA) vide its letter no. ----- (hereinafter called as the “**LOA**”) to the Selected Bidder, requiring, inter alia, the Selected Bidder to submit Performance Security within 7 days of issuance of LOA.
- D. Following the issue of the LOA, the Service Provider having furnished Performance Security for an amount of Rs.; the Authority has agreed for procuring supply of Services by the Selected Bidder on the terms, conditions and covenants hereinafter set forth in this Contract Agreement.
- E. The Selected Bidder acknowledges and confirms that it has undertaken its obligations to undertake the tender etc., and on the basis of its independent satisfaction hereby agrees to supply of Services in accordance with the terms & conditions of the Contract Agreement.
- F. This Contract agreement shall be valid for a period of 1 year from the date of signing.
The following documents attached hereto shall be an integral part of this Contract Agreement:
 - a) Financial Bid Submitted by Selected Bidder
 - b) Performance Security Submitted by Bidder
 - c) Tender Document
 - d) Pre-bid Minutes, if any

The Bidder shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and Behalf of

Garhwal Mandal Vikas Nigam Limited

For and Behalf of

Entity name of Selected Bidder

**Managing Director/
Manager(Marketing)**

General

**Authorised
signature**

Signatory

name, title and

1) Witness

2) Witness

Performa of Performance Security

{On non-judicial stamp paper worth..... (Adequate value as per the applicable laws of Govt. of Uttarakhand)}

Managing Director

Garhwal Mandal Vikas Nigam Limited

74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Phone: 0135-2746817, 2749308

Sub:- Tender for Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN

Ref.: (LoA / Agreement No ----- Dated -----)

Date:

Bank Guarantee No.....

This deed of Guarantee is made this day of of the year between the **Managing Director, Garhwal Mandal Vikas Nigam Limited**, 74/1, Rajpur Road, Dehradun – 248001, Uttarakhand (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the..... (Name of issuing Bank), having its head office..... hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the other part

1. In accordance with the Agreement No. between **Garhwal Mandal Vikas Nigam Limited** (hereinafter referred to as the "GMVN") for the work of "**Tender for Selection of Transport Agency for Transportation of Gas Cylinder for Various Gas Agency Units of GMVN**", with M/s (Name of Bidder / Name of Lead Member in case of Consortium)..... address(hereinafter referred to as "Agency"), a Bank Guarantee for a sum of Rs valid for a period of from....., as required to be furnished by the Agency, we the(Name of the Bank) (hereinafter referred to as "The Bank") do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by GMVN, an amount not exceeding Rs. ----- Only to GMVN without any reservation. The guarantee would remain valid up to (date) and if any further extension to this is required, the same will be extended as and when required by GMVN.
2. We, the (name of the Bank) do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from GMVN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by GMVN by reason of any breach of any of the terms of conditions of the said Agreement by the Agency. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, the (name of the Bank) undertake to pay to GMVN any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding instituted/ pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.
4. We, the (name of the Bank) further agree that

the guarantee herein contained shall remain in full force and effect during the aforesaid period of days and it shall continue to be so enforceable till all the dues of GMVN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till GMVN certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date 3 months after the expiry of Bank Guarantee), we shall be discharged from all liability under this guarantee thereafter.

5. We, the (name of the Bank) further agree with GMVN that GMVN shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any times or from time to time only of the powers exercisable by GMVN against the Agency and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Agency or for any forbearance act or omission on the part of GMVN or any indulgence by GMVN to the said Agency or by any such matter or thing what-so-ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The decision of the Managing Director, GMVN or any other officer exercising the power of the Managing Director, GMVN shall be final in respect of this bank guarantee.
7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Agency.
8. All disputes arising under the said guarantee, between the Bank and GMVN or between the Agency and GMVN pertaining to the guarantee, shall be subject to the jurisdiction of court of the State of Uttarakhand only.

Notwithstanding anything contained herein:-

1. Our liability under this bank guarantee shall not exceed(Value in figures).....(Value in words)
2. This bank guarantee shall be valid up to(Validity date)
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if we receive a written claim or demand on or before(Validity / claim period)

We, the (name of the Bank) lastly undertake not to revoke this guarantee during its subsistence except with the previous consent of the Managing Director, GMVN in writing.

Dated, the day of 2022

For

(name of the Bank)

(Name and Signature of the Authorised Signatory of the bank)

Witness:

- 1.
- 2.