



**TENDER DOUCUMENTS
FOR PROCUREMENT OF EICHER BUS
CHASSIS**



**GUJSAIL
GOVERNMENT OF GUJARAT**

SECTION 1

TENDER NOTICE

The Government of Gujarat invites short tendering from OEM/Authorized Dealer for Procurement of Eicher Pro 3008 H HP CWC AC ABS CMP Bus Chassis in **two bid format i.e. Technical bid and financial bid**. The bid document will be available & can be downloaded from our website <https://gujsail.nprocure.com> or www.nprocure.com from 12.01.2019 to up to 21/01/2019 at 1810 hrs., the last date of submission of tender is 21/01/2019. The bids will be opened on 22/01/2019 at 1200 Hours at office of **CEO, GUJSAIL at GUJSAIL Complex, Nr. Torrent Substation, SVPI Airport Ahmedabad, Gujarat - 380004**. The tender fee is **Rs.2500/- (Rupees Twenty-Five Hundred Only)** which is non-refundable and EMD of **Rs. 50,000/- (Rupees fifty thousand only)** drawn on any bank in favor of “Gujarat State Aviation Infrastructure Co. Ltd.” payable at **Ahmedabad in any nationalized bank or IDBI, UTI, HDFC and ICICI** to be sent in sealed envelope to CEO GUJSAIL, GUJSAIL Complex, Nr. Torrent Substation, SVPI Airport Ahmedabad, Gujarat – 380004

In case of any difficulty with opening the tender online the bidder may contact Mr.AbhishekPanchal on Mob. 9904049493 or Ms. Sonali Singh on Mob. 8905980862 or 079-22882044/22882052

The bidders are required to submit the details only in tender format; any additional details needed to be furnished by them should be submitted on additional sheet of paper and attached in the end of the tender document.

Capt. Ajay Chauhan
CEO, GUJSAIL
Government of Gujarat

STAGE I
TECHNICAL BID

GUJSAIL

Gujarat State Aviation Infrastructure Co Ltd
GUJSAIL Complex, Nr. Torrent Substation, SVPI Airport
Ahmedabad, Gujarat - 380004

COMPANY PROFILE

- 1. Name of the Firm :
- 2. Nature of the Firm :
- 3. Address :
- Registered Office :

.....
.....

Tel. No. :

Fax. No. :

E-mail :

Branch Office :

.....
.....

Tel. No. :

Fax. No. :

Email :

4. Name of contact person:.....

Address :

5. Year of Establishment:.....

6. Details of Experience for delivery of chassis

Sr. no.	Name and Address of customers	Period/Years
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

7. No. of Employees:

8. No. of same type of project Experience:

9. Financial Details required to be provided:

1. Turn over for the last 3 years and
2. Company identifications

(Documentary evidence to be enclosed)

i) GST details:

ii) PAN Card details:

GENERAL REQUIREMENTS

On behalf of the Government of Gujarat, GUJSAIL hereinafter referred to as **“first party”**, invites sealed bids in **02 bid system for Procurement of Eicher Bus Chassis**. The OEM/Authorized Dealer herein referred to as **“second party”**, may apply as per terms and condition in section II & section III of this document.

Tender should be submitted through E-Tender only, and Tender fee, EMD & Technical bid, to be sent separate sealed envelope it should be clearly in mentioned **“Tender for Procurement of Eicher Bus Chassis”** to CEO, Govt. of Gujarat, GUJSAIL Complex, Nr. Torrent Power Substation, SVPI Airport, Ahmedabad-380004 and Financial bid should be submitted through N-Procure website only.

TECHNICAL BID

SECTION- II

- 1) Company Qualification and Experience:
 - a) Should have minimum 05 years of experience of delivering such type of chassis.
 - b) Previous Experience of undertaking Project with Govt. will be preferable.
 - c) Bidder should either be OEM or the authorised distributor.
- 2) Bidder will be required to submit proposal for Procurement of Eicher Pro 3008 H HP CWC AC ABS CMP Bus Chassis.
- 3) Obligation by the Organisation:
 - (i) Responsibility for Delivering Eicher Chassis.
 - (ii) The vehicle will be supplied with Normal Warranty Given by the Manufacturer.
- 4) Technical Details required to be provided: -
 - a. Years in business
 - b. No of Customers
 - c. Govt. Customers
- 5) Agreement will be signed as per Terms and conditions of the tender document.

SECTION –III

SPECIFIC TERMS AND CONDITIONS

- a) Bidder will be required to deliver the chassis in 30 Days from the date of award of Work order.
- b) Shortlisted bidder will be required to deposit security deposit of 5% of the quoted price at the time of award of work order.

Terms and Conditions of the proposed agreement (but not limited to)

- c) GUJSAIL shall be entitled to, but not obligated to terminate the agreement, by sending a written notice to this effect to Second Party as provided under Clause of this Agreement for any of the following reasons:
 - (i) Without prejudice to its rights under law, including without limitation, the specific performance of this Agreement, if any of the representations or warranties made by the Second Party in respect of its experience and expertise or any part thereof is/are found to be false, or if Second party has breached any of the provisions including without limitation, representations, warranties and obligations specified under this Agreement, and if such breach is not remedied by Second party within 15 (Fifteen) days of the GUJSAIL providing a notice of such breach to Second party , GUJSAIL will be entitled for termination of this Agreement.
 - (ii) In the case of the outcome of a Force Majeure event, GUJSAIL will be entitled for termination of the Agreement.
- d) The Parties recognize and acknowledge that GUJSAIL has invested substantial sums of money and has entered into the Agreement on the specific understanding that the owner shall not be entitled to terminate

the Agreement for any reason whatsoever except upon violation of any of the terms of the Agreement.

- e) The expiration or termination of the Agreement shall be without prejudice to the accrued rights of the Parties. Any provisions and obligation of the Parties relating to or governing their acts, which expressly or by its nature survives such termination or expiration, shall be enforceable with full force and effect notwithstanding such termination or expiration, until it is satisfied in full or by its nature expires.
- f) Any notice required or permitted to be given hereunder shall be in English language and shall be in writing. The notice shall be construed as effectively served (i) if delivered personally, upon receipt by the other party; (ii) if sent by prepaid courier service, airmail, or registered mail within 5 (five) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender, Any notice required or permitted to be given shall be addressed to the respective addresses of the Parties as mentioned herein above. In case of the same shall be addressed at its registered address as mentioned above.
- g) Any party hereto may change any particulars of the address for notice, by notice to the other in the manner aforesaid. Such change shall be effective 5 (five) days from the date of receiving such notice.
- h) To prove service, it is sufficient to prove that the notice was terminated by Fax to the Fax number of the Party or, in the case of post, that the envelope containing the notice was properly addressed and posted or, in case of email, that the notice was transmitted by email to the email address of the Party.
- i) The Agreement, its existence and all information and other material passing between the Parties or its Affiliates shall be considered to be Confidential Information and shall not be disclosed to any person or third party without the prior written consent of the each of the Parties

to the Agreement. The obligations of confidentiality shall not extend to information which:

(i) is disclosed to employees, legal advisors, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or

(ii) is disclosed with the consent of the party who supplied the Information; or

(iii) is required to be disclosed by any applicable law or any applicable regulatory requirements or by any regulatory body to whose jurisdiction the relevant Party is subject or with whose instructions it is customary to comply under notice to the other Party:

(iv) is at the date the Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or

(v) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

t) The Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Arbitration Clause herein the courts at Ahmedabad shall have the exclusive jurisdiction to preside over dispute arising out of the Agreement, in relation to a claim of specific relief by any of the Parties. The Arbitration Clause shall survive the termination of the Agreement.

u) Any dispute, any difference, or any claim (any of which shall be treated as "Dispute") whether present or future, whatsoever between the parties under, arising out of, relating to, or in connection with the Agreement and/ or this arbitration agreement shall be settled through Sole Arbitrator who will be the CEO or any person nominated by GUJSAIL, whose decision in the matter shall be final and binding upon

the parties. Such arbitration shall be governed by the Arbitration and Conciliation Act 1996 and Rules there under. The venue of the arbitration shall be at Ahmedabad, and language of the arbitration shall be English.

MISCELLANEOUS

a) Ahmedabad and Waiver: The agreement may be amended modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall effective unless set forth in writing by each of the Parties to the Agreement.

b) No Partnership: Nothing contained in the Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold itself out as an agent for the other Party, except with the express prior written consent of the other Party.

c) Time: Any date or period as set out in any Article/ Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

d) Independent Rights: Each of the rights of the Parties here to under this agreement are independent, cumulative and without prejudice to all other rights available to them, And the exercise or non –exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under the Agreement or otherwise.

e) Counterparts: The Agreements may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document and transactions. Any Party may execute this Agreement through any one or more of such originals or counterparts.

f) Assigned to Second notwithstanding anything contained to the contrary, GUJSAIL shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any other entity and / or company for whole or part and conditions as it may deem fit. For the purpose of this Clause, it is clarified that such an assignment shall not

require any consent from Second party and Second party shall upon the request of GUJSAIL; execute such documents as may be required by the GUJSAIL for giving effect to such an assignment.

g) 'Language: If this Agreement is translated into 'any language other than English; the English language text shall always prevail.

h) Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the other, and the remainder was not included herein.

i) Costs: Each Party "bear their costs and expenses (including legal cost and expense) interred in relation to the negotiation, preparation and execution of Ethics & event.

j) Supersession: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

k) Government Approval: All the obligations of GUJSAIL under this Agreement are subject to applicable laws and receipt of the Approvals. Second party shall provide full Co-operation and assistance to GUJSAIL for obtaining the Approvals.

CONFIDENTIALITY

It is specifically agreed between the parties that the terms and provisions of this agreement will be treated as strictly confidential and neither party shall divulge or leak out the same to any third party without first obtaining a written consent of the other to this agreement. This will apply equally to information on or about helicopter operation and other related details.

TERMINATION

The agreement shall be terminated without giving any notice under the following circumstances:

- (i) If Govt. is not satisfied with the services, then will issue 2 warning followed by final warning with termination.
- (ii) The agreement shall be automatically terminated if the circumstances caused by acts of God, i.e. natural calamities, riots or other such situations over which there cannot be control.

PENALTIES

If the party of second part not able to complete the work in specified time, first part will put penalty by way of deducting the amount. It would be deducted on pro-rate basis.

EVALUATION BASED ON TECHNO FINANCIAL ASPECTS

The TEC shall in the first instance scrutinize the bid proposals submitted by the bidders to determine whether the bid submissions comply with the bid conditions. The TEC will not process the bid proposals, which are incomplete and are not accompanied by the bid security or any other fault or discrepancies. Such proposal will not have considered for financial evaluation.

The TEC shall then have processed with further scrutiny of the bid proposals, which are found to comply with bid requirements.

Based on the technical criteria listed in para 2 of Section II on this document, the committee will shortlist the suitable bids.

Note: -

(1) Opening of Tender: The technical bids from the bidders received by Director Aviation, By the specific time and date shall be opened by TEC of Director Aviation on the date and time given document in the presence of such bidders/tenderers or their authorized representative, who wish to remain present at the time and date indicated in the tender document at GUJSAIL at GUJSAIL Complex, Nr. Torrent Substation, SVPI Airport Ahmedabad, Gujarat – 380004

2) Acceptance of Tender: Director Aviation reserves the right to accept /reject any offer/tender either in whole or in part irrespective of whether it is lowest or not without assigning any reason whatsoever.

3) If second party would like to mention any other condition, they can use separate sheet for the same.

4) Second party will give undertaking on its letter head having included all above cost in their Financial Bid at the time of submission of Technical bid.

(Capt. Ajay Chauhan)
CEO, GUJSAIL

STAGE II
FINANCIAL BID

PRICE BID FORM:

S.No.	PARTICULARS	COST IN RS. (Without taxes)
1.	Procurement of Eicher Bus Chassis	