

TENDER

FOR

**SELECTION OF AGENCY TO HANDLE CUSTOMS,
PORT OPERATIONS
AND
FREIGHT FORWARDING
AT
MUNDRA PORT.**

Through e-Tendering process only

Tender Notice No GAIC/M&P/CPOFR/2019

August- 2019



GUJARAT AGRO INDUSTRIES CORPORATION LIMITED

(A Government of Gujarat Enterprise)

Gujarat State Civil Supplies Corp. Building,

Ground Floor, Administrative complex

Sector- 10/ A, "Ch" Road, Gandhinagar -382010,

Website:<https://gaic.gujarat.gov.in>,

Email:gaicltd@gmail.com

Disclaimer

Gujarat Agro Industries Corporation Ltd. (herein after called “GAIC” or “Authority”) has prepared this document solely to assist prospective bidders in making their decision of whether or not to submit a bid. While the Authority has taken due care in the preparation of information contained herein and believes it to be accurate, neither GAIC nor any of its agencies or representatives nor any of their respective officers, employees, agents nor advisors gives any warranty or make any representations, express or implied as to the completeness nor accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding on GAIC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

GAIC reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

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1. Preamble

Gujarat Agro Industries Corporation Ltd. (hereinafter referred to as 'GAIC' or 'Authority'), invites bids through e-tendering method from interested bidders for Selection of Agency to handle customs, Port Operations and Freight Forwarding at Mundra Port (hereinafter referred to as 'Agency') under a two-packet bidding system comprising the (i) Qualification cum Technical Bid and(ii) Price Bid.

Gujarat Agro Industries Corporation Ltd. (GAIC) is facilitator and nodal agency for implementation of various schemes of Government of Gujarat and Government of India. GAIC is all about empowering the farmers, through promoting agricultural activities at the ground level and fostering the development of agriculture and agro industries in the state, keeping in mind the benefits of farmers.

Vision of GAIC is to bring the latest global technologies of agriculture and products for the Indian farmers at the most competitive prices to enable them to produce exportable quality outputs, improve productivity and enhance farmer's income by providing them national and international markets.

Government of Gujarat after promoting the concept of judicious use of water, we wish to take the second step towards "Precision Agriculture". In order to achieve these objectives, GAIC is in planning to import Water Soluble Fertilizers (WSF) and sell under its own brand. GAIC is looking forward for a business associate who can efficiently handle Port Operations at Mundra Port.

Proposal is to be submitted by the bidders in the form of physical submission of Technical Bids and online submission of Price Bids in accordance with the documents/ attachments required as per eligibility / qualification criteria set herein in the tender document.

Hard copy of the bid documents, **except Price Bid**, would have to be submitted physically to GAIC by the Bid due date. **Price Bids must be submitted online only.**

Bids shall be prepared in English and all entries should be typed and written in blue / black ink. Authorized representative of the Bidder should attest all erasures and alterations made while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid. A copy of this Tender document with all addendums, corrigendum's, etc with all pages signed should accompany the bid.

GAIC shall not be responsible for any costs or expenses incurred by bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the site. GAIC reserves the rights to

cancel in part or full, terminate, change or modify this process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same.

2. Interpretation

In the interpretation of this Tender, unless the context otherwise requires:

- The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- A reference to any gender includes the other gender;
- Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this Tender.
- A reference to any Contract is a reference to that Contract and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
- Any reference to a person shall include such person’s successors and permitted assignees;
- A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
- Any date or period set forth in this Tender shall be such date or period as may be extended pursuant to the terms of this Tender;
- A reference to “month” shall mean a calendar month, and a reference to “day” shall mean a calendar day, unless otherwise specified.
- The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this Tender mean and refer to this Tender and not to any particular Article,
- The terms “Article”, “Clause”, “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this Tender so specified;

In case of inconsistency between the terms mentioned in the Bid Summary and detailed description, the terms of the Bid Summary shall prevail.

3. Definitions:

Authority or **GAIC** shall mean Gujarat Agro Industries Corporation Limited.

Agency shall mean the Successful Bidder whose bid has been accepted by Authority to execute the work/task in accordance with the terms and conditions of this tender document.

Successful Bidder shall mean preferred bidder whose bid is accepted by Authority for awarding this contract.

Agreement or **License Agreement** means the Agreement to be signed between GAIC and Successful Bidder for assigning this Project to Handle Customs, Port Operations And Freight Forwarding at Mundra port, Gujarat, India which includes all terms and conditions of this tender document and the subsequent addendums&/or the Corrigendum(s).

Applicable Laws means all statutes and laws promulgated or brought into force and effect by the Central Government of India or State Government of Gujarat or Local Government(s), including regulations and rules made by them, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Project.

Due Date means last date & time of Bid Submission as specified in Bid Summary of this Tender document.

Effective Date shall mean the date of starting of operations by the Successful Bidder as an Agency. This day shall signify the beginning of the contract Period. This date would be mutually agreed by Authority and the Agency and documented in the contract Agreement and may be brought out in the previous correspondence.

Scope of the Project shall have meaning set out in clause 5 of this Tender document.

Statutory Auditors means a firm of chartered accountants appointed in terms of Section 224 of the Companies Act, 1956 and acting as the statutory auditors of the Bidder.

“Corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or introduce others to do so, by misusing the position in which they are placed and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the Authority (~~borrower~~), and includes collusive practice among

bidders (Prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the borrower from benefit of free open competition)

4. Bid-Summery

NO.	KEY INFORMATION	DETAILS
1	IFB No/ Tender Notice NO	GAIC/M&P/ CPOFR /2019
2	Name of Corporation	Gujarat Agro Industries Corporation Ltd, Gandhinagar
3	Division	Marketing & Project Division
4	Tender Description	Selection of an Agency to handle customs, Port Operations and Freight Forwarding at Mundra Port.
5	Project Location	Mundra Port
6.	Contract Tenure & Termination	The contract Tenure is up to 31 st March 2021. The contract period can be further extended on mutual agreement between both the Parties. GAIC shall have right to terminate the contract in accordance with the clause No.7.
7	Tender Type	Single
8	Tender Currency	Indian Rupee (INR)
9	Consortium / Joint Venture	Not Applicable
10	Rebate / Negotiation	Applicable
11	Officer Inviting Bids	Additional General Manager (M&P&A) , Gujarat Agro Industries Corporation Ltd., Gujarat State Civil Supplies Corporation Bldg. Ground Floor, Sector -10A, Ch Road, Gandhinagar-382010.
12	Bid Opening Authority	Managing Director , Gujarat Agro Industries Corporation Ltd., Gujarat State Civil Supplies Corporation Bldg. Ground Floor, Sector -10A, Ch Road, Gandhinagar-382010.
13	Sector Category	State and Government & UT

14	Tender Fee (Non-refundable)	Rs. 10,000 (Rs. Ten thousand only) in the form of Demand Draft in favor of “Gujarat Agro Industries Corporation Limited”, and payable at Ahmedabad.
15	Bid Security	Bid submitted shall be accompanied by a Bid Security (the “Bid Security”) of Rs 2,00,000.- (Rupees Two Lakh only) hereinafter referred to as “Bid Security” in the form of a demand draft drawn in favor of “Gujarat Agro Industries Corporation Ltd.” payable at Ahmedabad. The validity of Bid Security submitted in form of DD from any Nationalized/ Scheduled Bank for period of 90 days and extendable thereafter if required.
16	Bid Validity	The bids shall be valid for period of 90 Days from the Due Date of Bid Submission.
17	Bidding Process	The aim of the bidding process is to select the most preferred party as per the terms herein. The selection process would be carried out through two packet bid system as follows: a) Qualification cum Technical Bid: Capability of the Bidder to undertake the contract would be assessed based on Qualification criteria mentioned in Clause 6 in this tender document. b) Price Bid: The price bids of bidders qualifying as per qualification criteria shall be opened for comparison and the bidder quoting lowest price would be the preferred bidder for awarding the contract.
18	Bid Document Downloading start Date	28/08/2019 Time: 16:00 hrs
19	Pre-bid Meeting	09/09/2019 At 12:30 hrs At Gandhinagar Office
20	Last Date of Bid Submissions both On-line and physical forms.	18/09/2019 at 18:00 hrs Additional General Manager (M&P&A), Gujarat Agro Industries Corporation Ltd., Gujarat State Civil Supplies Corporation Bldg. Ground Floor, Sector -10A, Ch Road, Gandhinagar-382010, Gujarat, India, Tel 079-23240208
21	Date of opening of Technical Bids	On 19/09/2019 at 12:30 hrs in the office of GAIC at above mentioned Address.
22	Date of opening of Price Bids	On 20/09/2019 at 12:30 hrs in the office of GAIC at above mentioned Address.

23	Tender Submission Format	<p>Envelope 1: Bid Security and Tender Fee</p> <p>Envelope 2: Qualification cum Technical Bid: Technical document supporting their qualification as mentioned in Clause-6 to be submitted in Hard Copy.</p> <p>PRICE BIDS shall be submitted only in online mode. Bidder should quote the total price in the format specified on the website. The price should include all the applicable charges and taxes etc.</p> <p>In case of any inconsistency between the information submitted by the Bidder in soft copy and hard copy, the soft copy shall be considered valid and binding for evaluation purposes</p>
24	Qualification Criteria	<ol style="list-style-type: none"> 1) The Bidder should have in its own name of successfully executed at least 3 contracts in the field of customs clearance of fertilizers in last 2 years. Customs Handling Agent registration must have been used for a minimum of 5 years at Mundra customs. 2) The Bidder should have minimum net worth of at least Rs. 50 lakh as on 31st March, 2019. 3) Average Annual Turnover of the bidder should be minimum Rs. 50 Lakh in last three years ending 31st March, 2019. 4) Bidder should be a Registered Entity in terms of being an incorporated company, partnership, proprietorship, LLP in India. 5) Bidder should not be blacklisted by any Organization/ Government Entity/ Government Company. 6) The Bidder will have to submit a Solvency Certificate of Rs. 50 Lakh issued by the Bank 7) The Bidder must have valid Registration Certificate with Customs for Custom House Agent (CHA) License, Port License and other requisite licenses.
25	Tender Evaluation	<ol style="list-style-type: none"> 1) Test of Responsiveness of the bid based on Pass/Fail for Bid Security and Tender Fee and timely submission, marking and sealing, etc.

		<p>2) Evidence of meeting necessary Qualification Criteria</p> <p>3) Opening of Price bids for qualified bidders.</p>
26	Signing of agreement	Agreement shall be signed between GAIC and Successful Bidder incorporating terms of the tender as directed by GAIC.
27	Performance Security	<p>Successful bidder who is awarded the contract would have to present a Performance Guarantee in favor of GAIC on receipt of Letter of Acceptance (LoA), for an amount of Rs 5,00,000/- (Rupee Five Lakh Only) and payable in the form of a Demand Draft or Bank Guarantee from any Nationalized/ Scheduled Bank for a period of 22 months for due and punctual performance of its obligations during the entire contract tenure.</p> <p>The format of Performance Guarantee is provided in the Tender Document. (Annexure 6)</p>
28	Taxes	The quoted prices should be inclusive of all taxes.
29	Sub contract	The Agency is not permitted to sublet or subcontract the work to any party.

5. Scope of Work for the Contract

The scope of work of the contract includes as follows, but is not limited to:

- 1) Agency will initiate the process of clearance immediately as soon as it is intimated. GAIC will intimate the Agency as soon as GAIC receives the Import documents.
- 2) Agency will keep track and intimate GAIC about Estimated Time of Arrival (ETA) of Consignment
- 3) Agency will prepare Bill of Entry (BOE) and will avail all the applicable rebates and discounts on the particular product as per the State and Central Government norms and will intimate GAIC authority about the payment of Customs Duty & GST.
- 4) Agency shall ensure taking the delivery within available free time as per Bill of Lading (B/L)
- 5) Agency will ensure that container is returned after unloading the imports well within the time.
- 6) Agency will collect necessary documents required for clearing of consignments by deputing men power at GAIC, Mundra Port and Ware House as and when required.
- 7) Agency has to liaise with Harbor Master & Port Authority.
- 8) Damage to container and delay in unloading in any manner will be the responsibility of Agency.
- 9) Agency will liaise with Regional Fertilizer Control Laboratories (RFCLs) at port and ensure that sample has been taken.
- 10) Agency has to transport the Materials to the designated warehouse of GAIC.
- 11) Agency will provide all the original Documents to GAIC along with the Bill.
- 12) Follow up of cases of recovery on any excess customs duty paid.
- 13) Complete monitoring and supervision of the movement from the date of order and regular Feedback on the process of shipment to GAIC. In case, the pre-alert / Advance Shipping Document is not received before landing of the consignment the delay in clearance will be on the part of Agency and the amount of demurrage will be recovered from the bill. GAIC will not pay any demurrage charges.
- 14) To provide timely information (pre-alert) regarding dispatches and other relevant Information to GAIC via E-mail/Fax (Weight/ P.O. No./ No. of Packages/ Supplier etc./ Type of Cargo).
- 15) Prompt communication through telephone, Tele-fax and Email etc. to ensure quick clearance.
- 16) The cleared consignments will have to be delivered at designated Godown of GAIC during office

hour as far as possible in coordination with the Godown representatives well in advance.

17) The agency shall be required to contact GAIC within 24 hours after receiving telephones / e-mail, message for the collection of the relevant documents.

18) Even in case of any dispute, the consignment shall be cleared by agency and handed over to GAIC pending the settlement thereof.

6 Qualification Criteria

In order to be qualified for tender, the bidder must demonstrate its capability in terms of following.

Sr No	Qualification Criteria	Documentary Proofs to be attached
1	The Bidder should have in its own name of successfully executed at least 3 contracts in the field of customs clearance of fertilizers in last 2 years. Custom handling Agent registration must have been used for a minimum of 5 years at Mundra Customs	Bidder should submit Work orders, Completion Certificates, Invoices and other relevant documents
2	The Bidder should have minimum Net worth of at least Rs.50 Lakhs (Rs. Fifty Lakh only) as on March, 2019.	The Net worth Certificate duly certified by Chartered Accountant or Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.
3	The Bidder should have a minimum Average Annual turnover of Rs. 50 Lakhs (Rupee Fifty Lakhs only) in the Financial years 2016-17, 2017-18, 2018-19.	Audited Financial Statements duly certified by Chartered Accountant for the Financial years 2016-17, 2017-18, 2018-19.
4	Bidder should be Registered Entity in terms of being an incorporated company, partnership or proprietorship or LLP in India	Certified Copy of GST Registration Certificate/ Incorporation Certificate/ Partnership Deed/PAN CARD, whichever applicable
5	Bidder should not have been blacklisted by Organization/ Government Entity / Government Company	Anti-blacklisting affidavit letter in format given in Annexure 4 on Stamp Paper.
6	The Bidder will have to submit a Solvency Certificate of Rs.50 Lakh issued by the Bank	Solvency Certificate from the nationalized or Scheduled Bank.
7	The Bidder must have valid Registration Certificate with Customs for Custom House Agent (CHA) License, Port License and other requisite licenses.	Bidder has to submit self attested copy of License and present the original license before the technical bid opening committee.

Notes:

1. The MD, GAIC reserves the right to verify the claims made by the bidder and to carry out the capacity

assessment of the bidder and the MD, GAIC's decision shall be final in this regard.

2. The bidder whose quote will be Lowest would be preferred bidder for awarding the contract as per scope of work mentioned in this document.

7. Termination Clause

GAIC shall have the right to terminate the contract at any stage without giving any notice or , in case competent authority of GAIC is satisfied that the contractor has obtained the contract by indulging in fraud, cheating and submission of forged, false fabricated, tempered and falsified documents etc. in such case the performance guarantee shall be forfeited.

GAIC shall have the right to terminate the contract at any stage without assigning any reason if deemed fit.

8. Instruction to bidders

8.1 About the Contract

The contract to Handle Customs, Port Operations and Freight Forwarding at Mundra Port is to be awarded for a contract Tenure as mentioned in the Bid Summary.

The contract period can be extended on mutual agreement between both the Parties

The contract will come into force under normal circumstances if the following conditions have been satisfied:

- 1) Performance security has been paid within stipulated time period which is mandatory.
- 2) Agreement between the Authority and Agency incorporating all the terms of this tender and documenting the grant of contract has been executed within time period stipulated by the Authority.

8.2 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the tender. Failure to furnish or submission of information required by the tender will be at the Bidder's risk and may result in rejection of the Bid.

8.3 Cost of Bidding

Bidder shall bear all costs associated with the preparation and submission of its Bid and Authority will in no case be held responsible or be liable for these costs, regardless of the conduct or outcome of the Bidding Process.

8.4 Tender Fee

The cost of the tender document Rs. 10,000/- shall be payable in the form of a Demand Draft drawn in favour

of “Gujarat Agro Industries Corporation Limited” payable at Ahmedabad. This Demand Draft for cost of document shall be non refundable and submitted along with the Bid.

8.5 Clarification/Queries to tender document

In the event that any Bidder requires any clarification on the tender document, such Bidders are expected to send their queries to GAIC before the Pre Bid Meeting date in the specified format.

Nothing in this section shall be taken to mean or read as compelling or requiring GAIC to respond to any questions or to provide any clarification to a query. GAIC reserves the right to not respond to questions it perceives as non-relevant which may be raised by a Bidder or not to provide clarifications, if GAIC in its sole discretion considers that no reply is necessary.

No extension of due dates for submission of bids will be granted on the basis or grounds that GAIC has not responded to any question or provided any clarification to a query.

8.6 Amendment of Bidding Documents

At any time before the due date for submission of bids, GAIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment. Any amendments/ modifications to the tender document, which may become necessary for any reason, shall be through the issue of addendum(s) to the tender which shall set forth the said amendments/ modifications thereto. The addendum any shall be downloadable from the website www.gujagro.nprocure.com. If required, in order to allow prospective bidders reasonable time in which to take the Addendum(s) into account in preparing their respective Bids, GAIC reserves the right to extend the due date for the submission of bids. However no request from the prospective Bidder(s), shall be binding on GAIC for the same.

8.7 Language of Bid

Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid shall be written in English language only.

8.8 Bid Currencies

All prices quoted in the Bid and all amounts payable shall be in Indian National Rupee(s) (INR) only.

8.9 Authentication of Bid

Copy of the Bid shall preferably be type ,written and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder’s signatory duly executed by the Bidder

in the format set forth in Annexure 5 (And if applicable) here to. The person signing the bid shall initial all pages of the bid.

8.10 Validation of interlineations of Bid

Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the Bid have authenticated the same with their respective signature alongside such interlineations, erasures or overwriting.

8.11 Bid Validity Period

Bids shall remain valid for a period of 90 days from due date of bid submission as mentioned in the Bid Summary. GAIC reserves the right to reject a Bid as non-responsive; if such Bid is valid for a period which is less than specified then GAIC shall not be liable to send an intimation of any such rejection to such Bidder.

8.12 Extension of Period of Validity

In exceptional circumstances, GAIC may solicit bidder's consent for an extension of the period of Bid validity. Any such request by GAIC and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse GAIC's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of GAIC shall not be permitted to modify its Bid.

8.13 Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the deadline for submission of bid and the expiration of the bid validity period and if a Bidder withdraws its bid, then the Bid Security shall be forfeited.

8.14 Last Date of Submission of Bid

The Bids must be received at the specified address, latest by the due date of submission of Bids specified in Bid Summary section. In the event of the specified date which is stipulated as the Bid Due Date is declared as a holiday for GAIC, the Bids will be received up to the next working day within the working hours will be considered.

8.15 Late Bids

Any Bid received after the bid due date prescribed by GAIC will be summarily rejected and returned unopened to the Bidder. GAIC shall not be responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence on this subject shall be entertained by GAIC.

8.16 Bidding Format

The Bidding is a Two- packet system comprising

1. **Technical Bid Packet:** In this bid, the Bidder is required to present Qualification Information. The purpose of this Bid is to ensure the technical and financial capability of the Bidder to implement the contract. The evaluation of the Bid would be done by a Committee appointed by GAIC which is constituted by the MD, GAIC. The decision of the committee shall be final and binding on all matters.
2. **Price Bid:** Price Bid constitute part of this bid. Bidder has to quote charges item wise/ service wise offered to GAIC separately. The bidder whose Total quote stands lowest would be preferred bidder for awarding the contract as per scope of work mentioned in this document.

8.17 Bid Submission Format

The Bidders will submit the Qualification cum Technical Bid in two sealed envelopes, the details for which are specified below. The title of the envelope shall be super scribed on the sealed envelope.

Envelope 1.

- (1) Tender Fee and (2) Bid Security

The envelope shall be titled “**Envelope 1 –Tender Fee and Bid Security**”.

Envelope 2

- i. Forwarding Letter as per Annexure2
- ii. Bidders information as per Annexure3
- iii. Qualifications Details.
- iv. Authorization of signatory in the form of Board Resolution/ Partner’s Resolution or Power of Attorney, if applicable (Annexure5).
- v. Copy of Tender document signed on every page by the Authorized representative of the Bidder.
- vi. The Declaration (Annexure-9) on the letter head of the firm
- vii. Other details as per document submission checklist.

The envelope shall be titled “**Envelope 2 – Qualification cum Technical Bid**”

Price Bid

Price bid shall be submitted online only. The bidder may use the online format available for submission of

Price Bids which shall be similar to Annexure 1 in this document. Physical submission of Price Bid shall invite disqualification of bidder.

On the day of Bid opening, Envelope 1 would be opened first and the Bid Security and Tender Fee would be verified for bidders. On successful verification of the same, Envelope 2 would be opened.

The bidders shall be declared qualified after assessment of evidences provided in the envelope. Also, the evaluation shall be done on the basis of the contents of Envelope 2 as against the Qualification Criteria stated in Clause 6 and submission of all documents as stated in Clause 8.18 below.

The formats and checklists for each submission are explained below.

8.18 Documents Submission Checklist

Bidders would be required to submit the following documents.

Envelope No.	Documents	Relevant Annexure
1	<ul style="list-style-type: none"> – Tender document fee – Bid Security in the form of demand draft in favour of “Gujarat Agro Industries Limited”, and payable at Ahmedabad. 	
2	<p>Qualification cum Technical Bid :</p> <ol style="list-style-type: none"> 1. Registration Certificate with Customs for Custom House Agent (CHA) License, Port License and other required licenses 2. Forwarding letter as per format 3. Bidder Information as per format 4. Anti-blacklisting certificate as per format 5. Capability statement of bidder 6. Certificate of GST Registration / Memorandum and Articles of Association etc 7. Work orders / Satisfactory Completion Certificates/ Invoices for the at least 5contract in the field of custom clearance and freight forwarding 8. Copy of Tender document including addendums, corrigendum, drawings, etc. signed on every page by the Bidder’s authorized representative. 9. Authorization of signatory in the form of Board Resolution / Partner’s Resolution or Power of Attorney, as applicable. 10. List of Safety Standards <p>GAIC will be at liberty to ask any other documents if deemed fit.</p>	Annexure 2, 3,4, 5, 7,8, 9,10

(3)	Price quotation to be submitted online only. The bidder may use the online format available for submission of Price Bids which shall be similar to Annexure 1 in this document. Physical submission of price bid shall invite disqualification of bidder.	-Annexure 1
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8.19 Tender Fee and Bid Security

Bids submitted shall be accompanied by Tender Fee and Bid Security as mentioned in the Bid Summary of this Tender document.

- 1) Bid Security furnished by the successful Bidder shall be refunded after the acceptance of Performance Security.
- 2) Bids not accompanied with requisite Bid security shall be summarily rejected.
- 3) Bid security is a non interest bearing deposit.
- 4) Bid Security shall be valid for a period up to 180 days from Due Date and extendable thereafter as per Authority's directives
- 5) Bid Security shall be returned to the Bidder–
 - a) Whose bid has not been accepted by Authority.
 - b) Whose bid has been accepted by Authority but after receipt of Performance Security.
- 6) Tender fee is non refundable.

8.20 Discharge of Bid Security of successful Bidder

The Bid Security of a Successful Bidder shall be discharged only after the Performance Security is furnished by the Bidder as per the requirement. The Successful Bidder's Bid Security shall not be adjusted against the Performance Security.

Bid Security shall stand forfeited in the following situations:

- 1) In case of unclear offer and/ or conditional offer, such Bid is not acceptable and so the Bid Security shall be forfeited.
- 2) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- 3) In case of Bidder demands transfer of Contract before acceptance of offer or after acceptance of offer.
- 4) For the successful Bidder, if the performance security is not deposited within the time period as mentioned in the Bid Summary of this Tender document.
- 5) In the event the Bidder, after the issue of communication of acceptance of its bid by Authority, fails or refuses to start/execute the work as per its obligations indicated herein. In such a case the Bidder shall be

deemed to have abandoned the work/contract and such an act shall amount to and be construed as the Bidder's calculated and willful breach of Contract, the cost and consequences of which shall be to the sole account of the Bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

- 6) In case of fraudulent practices of fraudulent bid as described in Clause 8.27.

8.21 Performance Bank Guarantee/ Performance Security

8.21.1 Performance Security payment

- 1) The Successful Bidder who is awarded the contract shall be required to furnish a Performance Security as per the terms set forth in the Bid Summary of this Tender document. The Bid Security shall be returned back to the Agency on the receipt of Performance Security.
- 2) Performance Guarantee in the form of a bank guarantee shall be irrevocable and valid for the Contract Tenure and a period of 90 (ninety) days of operations thereafter.

8.21.2 Forfeiture of Performance Security

In case, Agency is willing to end the contract voluntarily before end of the contract period, the full amount of the performance security along with any other outstanding, if any, shall be forfeited

8.21.3 Encashment of Performance Security

Authority shall be entitled to encase the Performance Security fully or partially as the case may be, through a notice of 30 days ("Encashment Notice") under the following circumstances:

- (i) An Event of Default not being remedied by the Agency despite of the notice served as per the provision of this tender document.
- (ii) Non removal of deficiencies during the contact tenure.
- (iii) The Agency willing to end the contract period voluntarily before end of the contract period the Performance security shall remain forfeited.

Provided the extent of such encashment shall be no greater in amount than that required to remedy the circumstances warranting encashment stipulated above and provided further that in case of any encashment of the Performance Security pursuant to the Encashment Notice, the Authority shall return the amount so encashed, if the circumstances requiring the encashment have been remedied to the full satisfaction of the

Authority.

8.21.4 Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Agency shall within 30 (thirty) days of the Encashment Notice furnish Fresh Performance Security to the Authority, failing which the Authority shall be entitled to terminate this contract by giving 30 days notice in accordance with the provisions herein.

8.22 Acceptance of Tender

Authority will accept a tender which will be the best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability.

- 1) To accept or reject any or part of any tender or all the tenders without assigning any reason thereof.
- 2) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
- 3) Not to proceed ahead in the tender without assigning any reason thereof at any stage.

8.23 Proposal Disqualification Criteria

The proposal is liable to be disqualified in the following cases:

1. A Bid is likely to be rejected without any further correspondence, as non-responsive, if:-
 - i. Bid is not submitted in the manner as prescribed in this tender document.
 - ii. Bid is not submitted in the bid-forms annexed in the tender document.
 - iii. Bid is submitted by telex, fax or email.
 - iv. Bid Security does not conform to the provisions set forth in this tender.
2. Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
3. In addition to the foregoing, in the event a Bidder makes an effort to influence Authority in its decisions on Bid evaluation, Bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
4. Proposal submitted in incomplete form.
5. Proposal is not accompanied by all requisite supporting documents.
6. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (at any stage) or during the tenure of the Contract including the extension period if any.

7. Bidders may specifically note that while evaluating the proposals, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of two years from participation in any of the bids floated by Authority. It is also clarified that if need arises Authority would go in for appointment of outside party(s) to undertake the work under the captioned bid.

8.24 Further Information

Authority retains the right to ask for any further information, document or clarification that may be required from the Bidder for evaluation purposes.

8.25 Contacting of Authority

Unless specifically requested by Authority for a clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the contract Agreement is executed with the Successful Bidder/s.

8.26 Fraudulent or corrupt Practices by the Bidder

Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract or for the Bidding process. Authority will declare the Bidder/ Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract by Gujarat Agro Industries Corporation Limited, if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- "Corrupt Practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidder from the benefits of free and open competition.

9. Obligations and Undertakings

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this Tender, the Parties shall agree and undertake as under:

In case of the contract being awarded to “the Agency”, it shall at its own cost and expense:

- (a) Arrange necessary manpower as per industry norms and in doing so abide by all the Applicable Laws including Labour Laws at its own cost for required all necessary operations and practices, office work, and for security etc.
- (b) Allow and entitle the Authority or a nominee of the Authority to step into this contract at the Authority’s discretion, in place and substitution of the L2 Agency including the negotiation in the event of Termination of the Contract.
- (c) Have requisite organization and designate and appoint suitably qualified manpower to implement the contract and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this tender;
- (d) The bidder shall at no time and under no circumstances employ person of unsound physical or mental health or below 18 years of age.
- (e) The bidder shall provide an employment card to each employee as required under the Contract Labour (Regulations and Abolition) Act,1970.
- (f) In no case, the Authority will be liable or required to make any payment whether to any Government Authority or any person in connection with the employment of personnel by the bidder in connection with the said services.
- (g) The Authority shall stand fully indemnified by the bidder in respect of any claim or liability arising in respect of the laborer any employee engaged by the bidder, whether on account of wages or otherwise, including the laborer employees engaged through the contractor (s) of the bidder even if such a claim or liability arises during, on or after the contract period.
- (h) Damage of containers, if any, at the time of unloading/distuffing will be responsibility of Agency.

Safety Requirements

- a) Agency shall in complying with the provisions of this tender and the Agency shall develop, implement and administer a surveillance and Safety Program for providing a safe environment.

10. General Tender Conditions

10.1 Letter of Acceptance & Contract

As the first step for the assignment, the Authority shall issue the successful Bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into a Contract in due course which shall consist of these Terms and Conditions- as mutually agreed between the parties and the additional terms that the Authority finds suitable for the execution of the Contract.

10.2 Events of Default and Termination

10.2.1 Event of Default

Any of the following events shall constitute an event of default by the Agency ("Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- 1) Any representation made or warranties given by Agency under this contract are found to be false or misleading.
- 2) Agency is in breach of its obligations under this contract.
- 3) Performance Security has been encashed and appropriated in accordance with Clause 8.21.3 and Agency fails to replenish or provide fresh Performance Security within 30 (Thirty) days.
- 4) Agency sub lets or sub-contracts the work.
- 5) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- 6) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this tender and provided that:
 - the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this contract;
 - the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Agency as at Effective Date; and
 - each of the Project Agreements remains in full force and effect.
- 7) Agency suspends or abandons the operations of the contract without the prior consent of Authority, provided that Agency shall be deemed not to have suspended/ abandoned operation if such suspension/

abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing

- 8) Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
- 9) In case of insolvency of the Agency.

10.2.2 Termination due to Events of Default and Termination Payment

(a) Termination for contract Event of Default

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default, Authority shall be entitled to terminate this contract by issuing a Termination Notice of 30 days in writing to the Agency. Further the authority shall be entitled to forfeit/encash the Performance Guarantee.

10.3 Dispute Resolution

Except where otherwise provided for in the contract, all questions and disputes concerning the contract or the execution or failure to execute the same whether arising during the contract period or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned here in after:

- a. If the bidder considers any order demanded of him to be outside the requirements of the contract or any decision given by the Additional General Manager, GAIC on any matter in connection with or arising out of the contract or carrying out of the order, to be unacceptable, he shall promptly within 15 days request Additional General Manager, GAIC in writing for written instruction or decision. Thereupon, the Additional General Manager (M&P&A) shall give his written instructions or decision within a period of one month from the date of receipt of the bidder's letter.
- b. If the Additional General Manager (M&P&A) fails to give his instructions or decision in writing within the aforesaid period or if the bidder is dissatisfied with the instructions or decision of the Additional General Manager, the bidder may, within 15 days of the receipt of Additional General Manager's decision, appeal to the Managing Director, GAIC, Gandhinagar who shall afford an opportunity to the bidder to be heard, if the latter so desires, within 30 days of receipt of bidder's appeal.
- c. Except where the decision has become final, binding and conclusive in terms of sub para (a) above disputes of difference shall be referred to the sole arbitrator namely Managing Director, GAIC, Gandhinagar.

The provisions of Indian Arbitration Act, 1956 and the rules made there under or statutory modifications thereto for the time being enforced.

10.4 Confidentiality

The Bidder/ Agency shall treat all the information provided by the GAIC as confidential and shall also ensure the security and confidentiality of information, documents, records, data, deliverables etc. handled during the tenure of work and for subsequent period also. The above information shall not be shared without written approval from GAIC.

10.5 Liability

In no event shall the Agency or the Authority be liable, one to the other, for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Agency under the terms of this Tender and Contract.

10.6 Indemnity

- a) Agency shall at all times, i.e. during the subsistence of this contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Agency of any covenant representation or warranty or from any act or omission of the Agency or his agents or employees.
- b) The Agency shall at all times, i.e.; during the subsistence of this contract, shall fully indemnify, hold harmless and defend the Authority and Authority indemnified persons from and against any loss or damages arising out of or with respect to.
 - Failure of Agency, approvals, certification to comply with Applicable laws and Applicable permits from Local, State, Central Government Authorities. Also approvals from Department of Customs etc.
 - Payment of taxes required to be made by Agency in respect of income or other taxes of Agency's contractors, suppliers and representatives.
 - Non-payment of amounts due as a result of materials or services furnished to the Agency or any of

its contractors which are payable by the Agency and its contractors.

- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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.

10.7 Terms of Payments:

- Invoice has to be produced only after the successful delivery of consignments to our designated warehouse. The invoice should accompany the proof of delivery (POD) i.e. the entry of the gate pass which is duly signed and seal by our authorized representative.
- 10 % of the Invoice amount will be retained as security which would be released after one month of the delivery of successful quality parameters are tallied.
- Invoice should accompany the original documents of consignments

10.8 Penalty for Late Delivery:

In case of delay in supply of product, penalty shall be levied @ 2 % per week delay subject to maximum of 10 % of the consignment value of the lot under consideration and after that GAIC at its discretion may terminate the contract.

10.9 FORCE MAJEURE

No party shall be held responsible for fulfilment of their respective obligation under this contract due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes, lockout, epidemics, riots, civil commotion etc., provided on the occurrence and cessation of any such event the Agency shall give a notice in writing to the GAIC within one month of such occurrence or cessation, if the force majeure condition continues beyond six months then either party shall have right to terminate this contract by giving notice of 30 days in respect thereof (“Termination Notice”) and the date of which termination shall become effective will be called “Termination date”.

10.10 Understanding of terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of

this Tender document, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

10.11 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the Tender document.

10.12 Authority's right to accept any proposal and to reject any proposal

Authority reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

10.13 Survival

Termination of this contract (a) shall not relieve the Agency or Authority of any obligations hereunder which expressly or by implication survives termination hereof, and (b) except as otherwise provided in any provision of this tender expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

10.14 Severability and Waiver

If any provision of the Tender and Contract, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of the Tender and Contract. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to the Tender and Contract of any right, remedy or provision of the Tender and Contract shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise

or enforcement of any other right, remedy or provision.

10.15 Representations and Warranties, Disclaimer, Indemnity

10.15.1 Representations and Warranties of the Agency:

The Agency represents and warrants to Authority that:

- a) It is duly organized, validly existing and in good standing under the laws of India;
- b) It has full power and authority to execute, deliver and perform its obligations under this contract and to carry out the transactions contemplated hereby;
- c) It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this contract;
- d) It has the financial standing and capacity to undertake the contract;
- e) This tender document constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms here of;
- f) It is subject to civil and commercial laws of India with respect to this contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- g) The execution, delivery and performance of this contract will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Agency's Memorandum and Articles of Association or any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) There are no actions, suits, proceedings, or investigations pending or, to the Agency's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Agency under this contract or which individually or in the aggregate may result in any Material Adverse Effect;
- i) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Agency's ability to perform its obligations and duties under this contract;
- j) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

- k) No representation or warranty by the Agency contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- l) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Agency, to any person by way of fees, commission or otherwise for securing the contract or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

10.15.2 Disclaimer

- (1) Without prejudice to any express provision contained in the Tender and Contract, the Agency acknowledges that prior to the execution of the Contract, the Agency has after a complete and careful examination made an independent evaluation of location and all the information provided by Authority , and has determined to the Agency's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations hereunder.
- (2) The Agency further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that Authority shall not be liable for the same in any manner whatsoever to the Agency.

10.15.3 Representations and Warranties of Authority

Authority represents and warrants to the Agency that:

- (1) Authority has full power and authority to award the Contract;
- (2) Authority has taken all necessary action to authorize the execution, delivery and performance of the Contract;
- (3) The Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

10.15.4 Governing Law and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the laws of India. The Courts at Ahmedabad shall have jurisdiction over all matters arising out of or relating to the Contract.

10.15.5 No Partnership

Nothing contained in the Tender document shall be construed or interpreted as constituting a partnership

between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

10.15.6 Exclusion of Implied Warranties etc

This contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

Formats for documents to be submitted

ANNEXURE 1 : INDICATIVE FORMAT OF PRICE BID

(To be separately submitted in the format given online only)

Dated:

The Managing Director

Gujarat Agro Industries Corporation Ltd.

Subject: Price Bid with respect to <Name of Tender>

Dear Sir/ Madam,

With respect to above mentioned subject, my Price Bid is as per the following table.

Sr No	Item of Work	Unit	Rate in Fig (in Rs)	Rate in Words (in Rs)
1	Steamer Agent / Liner Delivery order charges	Per TEU (20' container)		
3	CFS Charges	Per TEU		
4	Agencies Charges	Per TEU		
5	De stuffing Charges at CFS	Per TEU		
6	Transport charges of Consignment from the CFS to GAIC Warehouse at Mundra.	Per MT		

Note:

- 1) Additional sundries if anything, incurring at the time of clearance will be paid with written confirmation only.
- 2) All the quotes should be inclusive of all applicable taxes/ levies etc.
- 3) Consignment should be delivered within office hour/ working hour of ware house
- 4) Custom Duty and GST will be paid by GAIC as per actual
- 5) Bid should be Valid till 31st March-2021
- 6) The bidder who quotes lowest bid would be preferred bidder for awarding the contract as per scope of work mentioned in this document.

ANNEXURE 2 : FORWARDING LETTER

Dated:

To,

The Managing Director

Gujarat Agro Industries Corporation Ltd.,

Subject: Submission of Proposal for <name of the tender>

Dear Madam/Sir,

With respect to above mentioned subject, we are pleased to submit our proposal to Handle Customs, Port Operations and Freight Forwarding at Mundra port, for which I have quoted prices in online format. This offer is subject to all Terms and Conditions contained in the Tender document. I have not made any changes either directly or indirectly in Terms and Conditions of the Tender. In additions to Terms and Conditions of this Tender, I am not given any written or oral promise from the Authority.

We confirm that our bid is valid for a period of 90 days from the date of opening of bids. We also hereby undertake and confirm that, notwithstanding any qualifications and conditions whether implied or otherwise contained in our bid, our bid is unqualified and unconditional in all respects and has been made with the full understanding of the project.

We are pleased to submit the following documents as a part of our submission.

1. Qualification Documents in hardcopy
2. Online Price Bid

I am fully aware that the Authority has right to accept any bid or reject any/all bids/tenders without giving any reason and upon rejection of Tender/Tenders, I shall not be entitled to any right with related to the Authority.

I have thoroughly read and understand all the Terms and Conditions of this Tender and I promise to observe all the Terms and Conditions of this Tender. I have signed and stamped each and every page of this Tender document and all documents submitted herein.

(Stamp of Bidder along with signature of authorized signatory with date)

ANNEXURE 3 : BIDDER INFORMATION

1. (a) Name of Bidder:
(b) Type of bidder :<proprietorship / partnership/company>
(c) Address of the Registered Office:
(d) Address of Corporate Office:
(e) Date of Incorporation/ Commencement of Business:
2. Brief description of main lines of Business of Bidder:
3. Details of Authorized Representative of Bidder:
(a) Name:
(b) Designation:
(c) Company/firm:
(d) Address:
(e) Telephone No.:
(f) E-mail:
(g) Fax No.:

following documents should be submitted with Technical Qualification (a hard copy submission):

- A. Bidder's registration details and certificate <Incorporation certificate / M o A/ A o A / Partnership Deed
GST Registration / Registration Certificate with Customs for Custom House Agent (CHA) License/ Port
License and other requisite licenses >
- B. Copy of Audited Financial statements for last three financial years.
- C. Self-attested certificate (as per Annexure 4) mentioning that bidder has not been Black Listed by any
Government body in India during last five years.
- D. Authorization given to the bidder's representative who has signed the bid by the Board of Directors/
Partners / authorized body. In case the person who has been authorized by the Board of Directors/ Partners
/ Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power
of Attorney on Stamp Paper authorizing this act must be provided for support.

ANNEXURE 4 : ANTI- BLACKLISTING INFORMATION

Format for Affidavit certifying that Bidder is not blacklisted (On a Stamp Paper of relevant value)

I M/s..... , (name and address of the registered office) hereby certify and confirm that I or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any State Government or Central Government / Department / Agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the ----- (Bid Submission Date). We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period. Dated thisday of , 2019.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

**ANNEXURE 5 : FORMAT FOR POWER OF ATTORNEY OF BIDDER APPOINTING
DESIGNATED REPRESENTATIVE**

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

To,
The Managing Director,
Gujarat Agro Industries Corporation Limited

Dear Sir,

Ref: Your TENDER Ref.:

<Bidder's name>hereby authorizes <Designated Representative's name>to act as a representative of <Bidder's name>for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings conducted by Gujarat Agro Industries Ltd. or other entities associated with <Name of the Tender> ("Tender") Gujarat Agro Industries Ltd. and to discuss, negotiate, finalize and sign any bid or agreement and contract related to <Name of the Tender>.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >

Encl: Board Authorization

Notarized

**ANNEXURE 6: FORMAT FOR PERFORMANCE SECURITY IN THE FORM OF BANK
GUARANTEE**

To: _____ [name of Employer]
_____ [Address of Employer]

WHEREAS _____ [name and address of Agency]
(Hereinafter called "the Agency ") has undertaken, in pursuance of Agreement No. _____ dated
_____ to execute _____

[Name of Contract and brief description of Works] (Hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Agreement/Contract; AND WHEREAS we have agreed to give Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of _____³ [amount of Guarantee] _____ [in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein.

We hereby waive the necessity of your demanding the said debt from Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date.....

Signature and of the guarantor: _____ Name of Bank:

Address: _____ Date: _____

³
An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Employer.

ANNEXURE 7: DECLARATION

- An undertaking to the effect that the Agency will provide DEMURRAGE FREE SERVICE to GAIC

(Note: If the clearance is delayed due to reasons beyond the control of service provider, GAIC will absorb the demurrages).

- To arrange insurance on behalf of the customer, if assigned, and lodge claim as and when required
- We agree that the consignments after clearance from Mundra port will directly be delivered to designated Ware house of GAIC immediately.
- We agree that we shall collect necessary documents required for clearing of consignments by deputing our representatives at Mundra Port and Ware House at Mundra Port as and when required.
- We agree that we shall submit the all the original required bills to GAIC.
- In case of any shortage / damaged consignment, agency has to report to GAIC immediately.
- In case the cargo is received in shortage/damages condition/short landing cargo, no payment shall be made to agency till GAIC receives the insurance claim. In such cases we are required shortage/damage/not found/not traceable notice with Mundra port authorities and obtain necessary certificate from the Cargo ship and lodge necessary claim with the concerned authorities under intimation to GAIC.
- During inland transportation any loss/ damage is the sole responsibility of clearing agent.
- We unconditionally accept all the aforesaid terms and conditions.

Authorized signatory of Bidder with Seal Name.....
Designation.....