



GAIC LTD.

**TENDER FOR SELECTION OF AGENCY FOR INSPECTION OF
BIOGAS PLANTS CONSTRUCTED DURING 2009-10**

REGISTERED OFFICE :

GUJARAT AGRO INDUSTRIES CORPORATION LIMITED
(A Government Enterprise)

KHET-UDYOG BHAVAN,
OPP. OLD HIGH COURT,
NAVRANGPURA,
AHMEDABAD - 380 014.

GAIC is the Nodal Agency of Ministry of New and Renewable Energy, New Delhi for implementation of National Biogas and Manure Management Program and of Government of Gujarat for implementation of National Program on Biogas Development. Under the program GAIC construct family size biogas plants of 1m³ to 4 m³ capacity as per Deenbandhu Model. GAIC intends to construct 10000 family size biogas plants during the year 2009-10. GAIC intends to get approx. 1500 biogas plants constructed during the year, randomly selected inspected and certified by an independent reputed agency. The agency shall be required to inspect and certify the biogas plants, randomly selected, which will be located in the rural area through out the state.

GUJARAT AGRO INDUSTRIES CORPORATION LIMITED

(A Government Enterprise)

Khet Udhog Bhavan Nr. Old High Court Rly. Under Bridge,
Navrangpura, Ahmedabad – 380 009

Telephone :27544741-.27544742

Fax No. 079-27542518

Tender No. GAIC/Energy/2009-10/

Date :

TENDER FORM (TECHNICAL BID)

TENDER DETAILS :

- | | | | |
|-----|--|--------|---------------------------------------|
| (a) | Place of submission of the tender duly filled in and completed and opening of technical bid. | : | GAIC Ltd., Regd. Office at Ahmedabad. |
| (b) | Pre bid meeting | Date : | - 5.10.2009 Time 12.00 Hrs |
| (c) | Last date & time for submission of tender duly filled in and signed. | Date : | - 9.10.2009 Time 18.00 Hrs |
| (d) | Date & time for opening of Technical Bid at Regd. Office | Date : | - 12.10.2009 Time : 12.30 Hrs. |
| (e) | Price bid to be opened | Date : | - 14.10.2009 Time : 15.30 Hrs. |

REGISTERED OFFICE :

GUJARAT AGRO INDUSTRIES CORPORATION LTD.
KHET-UDYOG BHAVAN, OPP. OLD HIGH COURT,
NAVRANGPURA, AHMEDABAD – 380 014

PHONE : 27544741 / 27544742 / 27543743 / 27542617 / 27540254

Fax No. 079-27542518

**CHECK LIST FOR SELECTION OF AGENCY FOR INSPECTION OF BIOGAS
PLANTS CONSTRUCTED DURING 2009-10**
(must be submitted physically)

1 Name of the firm: _____

2 Address: _____

3. Bidders must submit the following physically at GAIC's office at Khet Udyog Bhavan, Opp. Old High Court, Navrangpura, Ahmedabad - 380 0014.

- 1) A DD for Rs.500/- towards tender fee in favour of Gujarat Agro Inds. Corpn. Ltd. drawn on any scheduled bank, payable at Ahmedabad.
- 2) A DD towards EMD for Rs.25000 /- in favour of Gujarat Agro Inds. Corpn. Ltd. drawn on any scheduled bank, payable at Ahmedabad.
- 3) PAN certificate..
- 4) Service tax registration certificate.
- 5) Last three year balance sheet and work orders & completion certificate from the clients for Project Management & Third Party Monitoring work of civil construction assignments and CA certificate indicating year wise turn over from this activity.
- 6) Company Profile and Declaration as per Article No. 21.
- 7) Price Bid in the given format "Schedule A" in a separate envelop super scribing Price Bid.

Note: The items no 1 to 6 should be kept in one sealed envelop super scribing technical bid and item no 7 in a separate envelop super scribing Price Bid. Both the envelops should be sealed in a large envelop super scribing TENDER FOR SELECTION OF AGENCY FOR INSPECTION OF BIOGAS PLANTS CONSTRUCTED DURING 2009-10.

GUJARAT AGRO INDUSTRIES CORPORATION LIMITED

(A GOVERNMENT ENTERPRISE)
KHET-UDYOG BHAVAN,
OPP. OLD HIGH COURT,
NAVRANGPURA, AHMEDABAD-380 014

COMPANY PROFILE

1. Name of the firm : _____
2. Nature of the firm : Company / Partnership firm / Proprietorship
3. Address : _____
Registered Office _____

- Tel. No. _____
- Fax. No. _____
- E-mail _____
- Regional Address: _____

- Tel.No. _____
- Fax. No. _____
- E-mail _____
4. Name of contact Person _____
- Address : _____

- Designation _____
- Mobile No. _____
6. a) Annual Turn over of the firm from Project Management & Third Party
Monitoring work of Civil Construction assignments (Rs. Lacs)
Years : As per work orders and completion certificate.
2006-07 Rs. _____
2007-08 Rs. _____
2008-09 Rs. _____

7. Name & address of your reputed clients, who have solicited your services for inspection and certification work for civil construction:

Sr. No.	Name & Address	Type of construction	Cost of project	Service charges	Period [Year]
1					
2					
3					
4					
5					

If this space is insufficient, kindly attach a separate sheet.

8.. Permanent Income Tax A/c. No. _____

9. Service Tax No. : _____

10. Details of Earnest Money Deposit:

Demand Draft/Pay Order No. _____ Date : _____

Amount of Rs. 25000/- Drawn on : _____

(Name of Bank)

in favour of Gujarat Agro Industries Corporation. Ltd. payable at Ahmedabad.

Tenderer's Full Name & address :

Designation/Status : _____

Official Seal

With Address : _____

PLACE : _____

DATE : _____

GENERAL TERMS AND CONDITIONS OF TENDER

SELECTION OF AGENCY FOR INSPECTION OF BIOGAS PLANTS CONSTRUCTED
DURING 2009-10 ON RATE CONTRACT VALID UPTO 30.06.2010.

(1) MODE OF SUBMITTING TENDER :

- (a) Bidders have to submit technical bid as well as price bid in PHYSICAL form only.
- (b) Tenderer should invariably fill up all the details in the format including the prices in the price schedule given with the tender copy.

(2) QUALIFICATION AND ELIGIBILITY OF THE TENDERER:

- (a) Tender must be accompanied by required EMD of Rs. 25000 /- and Tender fee of Rs.500/- by DD in favour of Gujarat Agro Industries Corporation Ltd. of any Scheduled bank , payable at Ahmedabad.
- (b) Bidder must have total last three years turn over of Rs 75 lacs from Project Management & Third Party Monitoring work of civil construction assignments. In support of above, bidder must submit last three year balance sheet, work orders, completion certificate and CA certificate indicating year wise turn over form this activity.

Financial bid of only those bidders who qualify on scrutiny of the Technical bid, will be opened in the presence of such bidders or their authorised representative who wish to remain present at the time and date communicated by GAIC by a separate letter.

(3) PRICES:

In financial bid the prices should be quoted for inspection and certification of biogas plants constructed during 2009-10. The price quoted should be inclusive of all i.e. duties, taxes, levies etc. and on per plant basis. The service tax and TDS shall be deducted as per rule. The tentative numbers of biogas plants to be constructed district wise are as per Annexure 1.

(4) EARNEST MONEY DEPOSIT (E.M.D)

- (a) Bidders must submit a crossed account payee demand draft / pay order for Rs 25000/- of any scheduled bank in favour of Gujarat Agro Industries Corporation Limited, payable at Ahmedabad physically at the above address. The amount of EMD shall bear no interest for the period retained by GAIC and would be returned

to the unsuccessful bidders within 90 days after opening the Tenders. The EMD of successful tenderers shall be converted into security deposit and refunded after completion of the contract / consignment agreement subject for fulfilling contractual obligation satisfactorily.

If any bidder subsequently withdraws their offer/tender or refuse to supply at the offered rate or makes any modification/alteration unilaterally after opening of tenders, the tenderer shall be subjected to the forfeiture of Earnest Money Deposit.

- (b) Bidders must submit Tender Fee of Rs. 500/- by DD in favour of Gujarat Agro Inds. Ltd., drawn on any scheduled bank payable at Ahmedabad physically at the above address in case tender document is downloaded from GAIC's web site www.gujagro.org.

(5) VALIDITY OF TENDER:

The tender must be valid for a period of at least 90 days for acceptance from the date of opening of the tender. The accepted rate / offer shall be valid up to 31-07-2010 or extended time limit as mutually agreed upon by the tenderer and GAIC.

(6) ACCEPTANCE OF TENDER:

GAIC reserves its 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. GAIC also reserves its right to select one or more agency if the rates are uniform and award contract for whole or part of its requirement. GAIC reserves its right to negotiate or seek clarifications before accepting any offer/tender. Where negotiations are carried out, then the GAIC has the right to call only first lowest bidder for negotiation. GAIC may award contract to more than one tenderer if in its opinion single party is not in a position to carry out the entire job with in time limit satisfactorily, as timely completion is essence of the job, at the lowest negotiated price.

(7) FORFEITURE OF EARNEST MONEY DEPOSIT :

If any tenderer subsequently withdraws his offer/tender or refuses to carry out the work at offered rate, or makes any modification/alteration unilaterally after opening, the tenderer shall be subjected to the forfeiture of Earnest Money Deposit.

(8) INCOMPLETE/LATE TENDER :

Tender received late, unsealed or without super scribed on the top of the envelop " TENDER FOR SELECTION OF AGENCY FOR INSPECTION OF BIOGAS PLANTS CONSTRUCTED DURING 2009-10" or without Earnest Money

Deposit or incomplete in any other respect, GAIC reserves its right to reject at its sole discretion. **The offer(S)/Tender(S) submitted with any counter condition(s) are liable to be rejected.**

(9) SUCCESSFUL TENDERER :

The successful tenderers shall be informed by GAIC in writing before the date of expiry of validity. The tenderer shall be required to return the duplicate of the same within seven days from the date of the letter, in token of acceptance. If letter of acceptance does not reach bidder for the reason of incomplete postal address given by the tenderer or postal delay, GAIC shall not be held liable and, will have right to forfeit Earnest Money Deposit.

(10) SECURITY DEPOSIT:

The successful tenderer shall be required to pay Security Deposit @ 5% (Five percent) of the total value of the tender quantity. Amount of Earnest Money Deposit of successful suppliers would be converted into Security Deposit and balance amount shall be required to be deposited by the service provider within 10 days from the date of receipt of confirmation of work allocation by D.D./Pay order drawn on any scheduled bank payable at Ahmedabad. The security deposit by DD/Pay order shall bear no interest. The security deposit shall be released only after fulfilling the contractual obligations successfully and to the entire satisfaction of the GAIC. GAIC will have right to forfeit deposit or to appropriate in full or in part as the case may be to recover the difference of price paid for procurement of services by GAIC for the reason of non-fulfillment of contractual obligations entered into after acceptance of tender. GAIC reserves its right to terminate the contract by forfeiting the deposit and to make alternate arrangement for procurement of services for remaining work. The security deposit shall be returned after the end of the guarantee period.

(11) WORK ORDER :

GAIC shall issue work order from time to time for effecting inspection & certification. The successful tenderer(s) called hereafter "Contractor" shall provide services strictly as per the terms and conditions, quality, norms and completion schedule given in work order (s) and rate from time to time.

GAIC at its descretion shall issue work order from time to time for effecting inspection & certification along with the details of beneficiary vilagewise, taluka wise and disrict wise. The agency shall be required to complete the work in 15 days form the date of work order.

(12) COMMENCEMENT AND COMPLETION OF ORDER :

The agency shall start inspection of biogas plants on receipt of work order as per completion schedule given from time to time. The entire work must be completed

within the time limit given by GAIC. The period of contract may be extended for further period with mutual consent only.

GAIC reserves the rights :

- 1) To cancel the order at any time in case of unsatisfactory services.
- 2) To terminate the contract by giving one month's notice.

(13) MONITORING OF AGENCY WORK:

GAIC reserves the right to monitor and inspect the work of agency in what ever manner it may deem fit. If at any point of time the work of agency is found unsatisfactory/spurious the contract shall be immediately terminated and security deposit shall be forfeited and agency be black listed for five years.

(14) PAYMENT:

If possible, payment in full for the number of plants inspected & certified shall be made by cheque on 15th day from the date of receipt of inspection & certification report. Subject to accepted by GAIC

(15) PENALTY:

For breach of any of the terms and/or conditions of the contract or non-inspection & certification of biogas plants as per completion schedule given by GAIC from time to time, GAIC reserves its right to procure services for its requirement from the second lowest party at the cost and risk of the Contractor. If GAIC has to pay any more price for such work due to the failure of Contractor, the difference shall be first deducted from the Contractor's pending bills, then balance from deposits/bank guarantee lying with GAIC. **If work is not completed as per stipulated completion schedule given in the order, penalty as per following details shall be imposed on the value of unfinished work after a grace period of 5 days.**

<i>Delay in supply (Days)</i>	<i>% age penalty</i>
<i>Up to 10</i>	<i>20</i>
<i>Up to 20</i>	<i>50</i>

After that party shall loose eligibility to get next inquiry etc. If after acceptance of the tender/offer, the Contractor fails or neglects to provide ordered services or if inspection & certification report found unsatisfactory/spurious the individual who has signed the tender documents, his firm or any of the firm/company in which he is a partner/proprietor/director shall be black listed for a period of 5 years and

security deposit shall be forfeited. Criminal case shall be file in case of spurious reporting.

(16) FORCE MAJEURE CLAUSE:

GAIC will not in any way, be held liable to make good any loss or damage to Contractor, if it is prevented or hindered or delayed in receiving the Contractor's material by workers/labourers or transport, riot, civil commotion accident on work or any unforeseen event at any other cause whatsoever beyond the control of the GAIC.

(17) SUBLETING:

The Contractor shall not be allowed to sublet the work to any other party in part or full unless approved by GAIC.

(18) WORKMEN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE

The agency shall cover all his employees under workmen's compensation fund and under the liability insurance. GAIC shall not be responsible for any payments of compensation to the workers/supervisor of the Agency for fatal or non-fatal accidents during the currency of the contract.

(19) INCREASE OR DECREASE IN THE SCOPE OF WORK/SUPPLY:

GAIC reserve its right to increase or decrease (reduce) the quantum of work even after acceptance of the unit rates. Besides ordered quantum, if GAIC needs any additional quantum of wok, such work order shall be issued after obtaining consent of the contractor.

(20) ARBITRATION AND LEGAL JURISDICTION:

Any dispute arising under this contract shall be subjected to the jurisdiction of Ahmedabad Courts only. However, disputes in all matters arising out of this contract, shall be settled by the sole arbitration of the MANAGING DIRECTOR of Gujarat Agro Industries Corporation Ltd. and there shall be no excuse that the Arbitrator is an employee of the Corporation or concerned with the Corporation (GAIC) in any respect. The decision of the MANAGING DIRECTOR of the Corporation acting as an arbitrator shall be final and binding on both the parties.

(21) DECLARATION :

We, M/s. _____ have gone through the terms and conditions for the inspection & certification work and abide ourselves to provide services for the quantity offered or any part thereof, at the rates quoted/agreed at Schedule-A. The work shall be carried out as per the terms & conditions and a copy of the same is enclosed herewith duly signed and stamped/sealed by us.

(Signature of Bidder / Tend
Name in full : _____

Designation/Status : _____
Rubber Stamp with Office Address : _____

Place: _____

Date : _____

SCHEDULE-“A”

TENDER FOR SELECTION OF AGENCY FOR INSPECTION OF BIOGAS PLANTS
CONSTRUCTED DURING 2009-10 ON RATE CONTRACT VALID UPTO
31.07.2010.

(A) APPROX. NUMBER OF BIOGAS PLANTS : 1500 +/- 25%.

(B) PRICE : The price must be quoted on per biogas plant basis.

Basic price of inspection and certification of Biogas Plant	:----- Rs./plant
Service Tax	:-----Rs./Plant
Total Price	:-----Rs./Plant

Note:

- 1 The TDS and Service Tax shall be deducted as per rule on the Quoted Price. No additional charges will be borne by GAIC.
2. The above rate will remain in force without any change UPTO 31st, July, 2010.
3. No price revision will be given on account of any reason or implementation of any other Govt. taxes during the contract period.
4. If the party is having SERVICE TAX No. then they must submit TAX INVOICE for each WORK ORDER.

(C) COMPLETION TIME : Maximum within 15 days from the date of issue of work order.

We have gone through the specific terms and conditions of supply and we abide ourselves to fulfill the same. We agree upon all terms and conditions of tender.

1) Signature of Tenderer: _____

2) Name in full _____

3) Designation/Status : _____

4) Rubber stamp with office address :

Place : _____

Date : _____

ANNEXURE 1

TENTATIVE NUMBER OF BIOGAS PLANTS TO BE CONSTRUCTED DISTRICT
WISE FOR THE YEAR 2009-10

SL .NO.	DISTRICT	NUMBER OF BIOGAS PLANTS
1	DANG	50
2	VALSAD	200
3	NAVSARI	500
4	SURAT	1000
5	BHARUCH	200
6	NARMADA	150
7	TAPI	50
8	VADODRA	100
9	ANAND	600
10	KHEDA	600
11	PANCHMAHAL	450
12	DAHOD	400
13	AHMEDABAD	250
14	GANDHINAGAR	250
15	SURENDRANAGAR	50
16	HIMATNAGAR	500
17	MODASA	500
18	MEHSANA	300
19	PATAN	350
20	BAHASKANTHA	500
21	JAMNAGAR	500
22	RAJKOT	600
23	JUNAGARH	1000
24	PORBANDER	300
25	AMLERI	500
26	BHAVNAGAR	500
	TOTAL	10400