## **GUJCO NAFED AGRO PRIVATE LIMITED (GNAPL)**

#### A Joint Venture

Between

## National Agricultural Cooperative Marketing Federation of India Ltd (NAFED) &

## Gujarat State Co-operative Marketing Federation Ltd (GUJCOMASOL)

Invites Expression of Interest (EOI) in two bid system

For

## PROVIDING CONSULTANCY SERVICES IN RESPECT OF PREPARATION OF DETAILED PROJECT REPORT (DPR), MASTER PLAN, ALONG WITH ENGINEERING DESIGN, DRAWINGS, TENDER DOCUMENTS FOR ESTABLISHMENT OF MODERN GROUNDNUT OIL MILL AT AMRELI, GUJARAT

Ref. No.: GNAPL/GNOil/2022-23/21112022

Date: 21-11-2022

# **GUJCO NAFED AGRO PVT LTD (GNAPL);**

GUJCO NAFED AGRO PVT LTD, 49 SHRIMALI SOCIETY, SHANKAR BHAVAN, OPP, NAVARANGPURA POLICE STATION NAVARANGPURA, AHMEDABAD, 380009, invites bids in two bid system from the eligible contractors/Project Management Consultancies, to bid for providing consultancy services in respect of Detailed Project report (DPR), Along with Engineering Design, Drawings, Tender Documents, for the establishment of Modern Groundnut Oil Mill at Amreli, Gujarat.

Interested and eligible bidder(s) may submit their bids to Director, GUJCO NAFED Agro Pvt Ltd, as per bid documents which can be downloaded through the NAFED website <u>https://www.nafed-india.com/tenders</u> or GUJCOMASOL website <u>https://www.gujcomasol.com/tender.html</u> or may be collected from NAFED office situated at 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad or GUJCOMASOL office situated at Shree Tribhuvandas Patel Sahkar Bhavan, Plot No. A/7, G.I.D.C. Electronics Estate, Sector - 25, Gandhinagar - 382024

Important dates for the EOI are as follows:-

Last Date & Time of submission of Technical & Financial Bids	5 <sup>th</sup> December 2022: 14:00 hrs
Opening of Technical Bids Date and Time	5 <sup>th</sup> December 2022: 14:30 hrs

After scrutiny of Technical bids, GNAPL shall shortlist the eligible bidders and inform them of the date and time of opening of Financial Bids.

GNAPL reserves the right to accept or reject any / all bids without assigning any reason whatsoever. Further information regarding extension of date of opening, amendments, etc. shall be posted on websites <u>http://www.nafed-india.com</u> and <u>https://www.gujcomasol.com</u>

Director GNAPL, Address: 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad Tel: 91-79-26420581, 40049497 Fax: 91-79-26420589E-mail: <u>nafahm@nafed-india.com</u> Website:<u>www.nafed-india.com</u>, <u>https://www.gujcomasol.com/</u>

## **SECTION I**

## **NOTICE OF DISCLAIMER**

- (i) The information contained in this Bid documents or subsequently provided to intending Applicant(s) whether verbally or in document form by or on behalf of GNAPL, National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), Gujarat State Cooperative Marketing Federation Ltd (GUJCOMASOL) or any of its employees or officers (referred to as "GNAPL Representative") is provided on the terms and conditions set out in this bid document and all other terms and conditions subject to which such information is provided.
- (ii) No part of this bid and no part of any subsequent correspondence by GNAPL, or its Representatives shall be taken either as providing legal, financial or other advice or as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- (iii) The bid document has been prepared solely to assist prospective bidders in making their decision for bidding. GNAPL does not purport this information to be all-inclusive or to contain all the information that a prospective bidder may need to consider in order to submit a bid. The data and any other information wherever provided in this bid documents is only indicative and neither GNAPL, nor GNAPL Representatives, will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this bid documents.
- (iv) Neither GNAPL nor GNAPL's representatives make any claim or give any assurance as to the accuracy or completeness of the information provided in this bid document. Interested bidder(s) is advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process in relation to the supply. Bidders have to undertake their own studies and provide their bids.
- (v) This Bid document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the supply in relation to which it is being issued.
- (vi) The information and statements made in this bid document have been made in good faith. Interested bidders should rely on their own judgments in participating in this bidding/eauction. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise
- (vii) The bid document has not been filed, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements. GNAPL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid Document.

- (viii) GNAPL reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- (ix) All bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. GNAPL may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful bidder will have no claim whatsoever against neither GNAPL nor its employees, officers.
- (x) GNAPL reserves the right to modify, suspend, change or supplements this bid at any stage. Any change to this bid documents shall be uploaded on websites <u>http://nafed-india.com</u> / <u>https://www.gujcomasol.com/</u>
- (xi) Mere submission of a bid does not ensure selection of the bidder as Successful bidders.

## \*\*\*\*\*\* END OF SECTION I

## <u>SECTION – II</u> INTRODUCTION AND OVERVIEW

## 1. INTRODUCTION

GNAPL is a Joint Venture company established under the Indian Companies Act formed with the association of National Agricultural Cooperative Marketing Federation of India Ltd (NAFED) & Gujarat State Co-operative Marketing Federation Ltd (GUJCOMASOL).

## 2. OVERVIEW

GNAPL was formed with an objective to establish a modern Groundnut Oil Mill with a processing capacity of 80 MT Groundnut Pods per day.

Interested and eligible bidders shall submit copy of required documents to GNAPL, 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad before the last date & time given in this bid documents.

- (i) After scrutiny of Technical bids, GNAPL shall shortlist the technically qualified bidders. Qualified bidders in technical bids shall only be eligible to participate in the financial bids.
- (ii) GNAPL reserves the right to accept or reject any or all bids without assigning any reason thereof. The issue of this bid document does not in any way commit or otherwise obliges GNAPL to proceed with all or any part of bid process.

\*\*\*\*\*\* END OF SECTION II

## SECTION -III INSTRUCTIONS TO BIDDERS (ITB)

#### 1. <u>Contact information:</u>

GNAPL, 6<sup>th</sup> Floor, A Wing, Maradia Plaza,CG Road, Ahmedabad. Tel: 91-79-26420581, 40049497 Fax: 91-79-26420589 E-mail: <u>nafahm@nafed-india.com</u>

#### 2. Eligibility Criteria for Technical Bid: -

#### **Technical Criteria:**

- 2.1.0 Bidder must meet the following qualification criteria:
- 2.1.1 The bidder must have proven experience of successful completion of at least 03 similar assignments, out of which at least 01 shall be with Government Departments/ State agencies/PSU's/State cooperative organizations in the last 7 years to the last date of submission of EOI. Submission of completion certificate in this respect is mandatory. The completion certificate shall bear the client's name and address, value of the work executed by the consultant and Start and End period of the project. The certificate should not bear any adverse remarks or comments stated by the client in respect of the bidder.
- 2.1.2 Bidder shall submit, in support to the above, the list of project(s) where consultancy services were provided, along with the work orders/LOIs or completion/ experience certificates from clients in support of these claims as per Annexure D.
- 2.1.3 The Consultant must have a multidisciplinary in-house technical team and expert staff available & shall submit the list and detailed skill-set of key personnel likely to be deployed on the project.
- 2.1.4 More than one consultants/firm may associate with other firms in the form of Joint Venture (JV)/Consortium or a Sub-consultancy to enhance their qualification. Nature of association whether Joint Venture or sub-consultant has to be clearly mentioned in the bid and shall be substantiated by providing authorization letter in favour of the lead partner. The number of members in the JV shall not be more than 02. In case the bidder is a Joint Venture (JV)/Consortium or a Sub-consultancy, the completion certificates/ past experience shall be acknowledged only if these bear the name of the Joint Venture (JV)/Consortium or Sub-consultancy firm which is bidding for this work.

## FINANCIAL CRITERIA

- 2.1.5 The average annual turnover of the bidder (Or aggregate of the members of the consortium/JV) in the preceding three (3) financial years i.e.; 2018-19, 2019-20, 2020-21 shall not be less than INR 10 Crores (Indian Rupees Ten crores only) or in equivalent foreign currency. Statutory auditor certificate/ Balance Sheet and Profit & Loss Statement/Annual Report etc shall be furnished in this regard to substantiate the financial capability of the bidder.
- 2.1.6 The Net Worth of the bidder should be in the positive. Copy of audited P/L statements duly bearing the credentials of the audit firm, are to be furnished in support of this criterion. In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing-chartered accountant shall also be considered acceptable, provided the bidder provides the detailed Financial Statements certified by the management of the company.
- 2.1.7 Notwithstanding anything stated above, the GNAPL reserves the right to assess the capabilities and capacity of the Bidder / his collaborators / associates / subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of GNAPL.
- 2.1.8 GNAPL reserves the right to reject any or all bids or cancel/withdraw the Notice Inviting EOI without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 2.1.9 The bidding documents can be downloaded from <u>http://www.nafed-india.com/</u> and <u>https://www.gujcomasol.com/</u> and the cost of bidding document as mentioned in clause 6 (a) need to be submitted with the bid submission.

## **3. BRIEF SCOPE OF WORK:**

- 3.1 To prepare the detailed DPR/ Master Plan for establishment of Modern Groundnut Oil Mill with a capacity of processing 80 MT of Groundnuts per day. The Project shall be established at the land of approx area 1.50 Acres situated at Survey No 511/2<sup>nd</sup>511/A 2N, 512/N3 and 1124/2N, Mouje, Amreli. Gujarat. The scope of work includes preparing conceptual design with reference to requirements given and preparation of rough financial estimates of cost.
- 3.2 Preparation of Engineering Designs, Civil & structural layout of the factory along with Preparation of all the mechanical and electrical drawings and allied works.
- 3.3 Flow-chart of various activities of the project from start to finish with expected time durations required till commissioning of the plant.
- 3.4 Capacity/output working for Plant and Machinery to be installed based on the overall production requirement.

- 3.5 Selection of makes of Equipment & preparation of detailed BOQs and tenders to be floated pertaining to civil, electrical, plant & machinery, allied works based on the requirement of the project. Scope includes preparation of detailed tender specifications and schedule of quantities sufficient to prepare detailed estimates of cost including codes of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.
- 3.6 Complete layout of the facility keeping in mind space requirement for each activity and sufficient space for movement of people and Material Handling Equipments.
- 3.7 Detailed Specification of the civil, electrical, plant & machineries & allied works for the project.
- 3.8 Civil, Structural drawings, Electrical layout plan & other working drawings.
- 3.9 Flow Diagram for power supply scheme along with power requirements for the project.
- 3.10 Preparation of lighting & street light layout, material movement, manpower movement plan.
- 3.11 Detailing of electrical control & instrumentation system of the plant.
- 3.12 Preparation of project implementation schedule for supply & erection of all civil structures, plant & machineries & allied works.
- 3.13 Providing Consultancy Services in respect of Statutory Compliances of technical nature/ environmental clearance/ including any other Govt approvals necessary till operation of the plant.
- 3.14 The selected consultant is to depute a team of Architects & Engineers at site during the execution stage for any clarification and to ensure that the work is executed as per the drawings/ specifications and to guide/assist as and when required in matters/issues of design and architecture related to this work till completion of the project. This team shall work under the overall supervision of the GNAPL.

## 4. GENERAL CONDITIONS

a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 including any amendment thereto OR a partnership firm registered in India like LLP registered under Limited Liability Partnership Act of 2008, Partnership Firm Registered under Partnership Act, 1932.

OR

The bidder can bid as Consortium or Joint Venture with the required eligibility conditions which are to be met jointly in consortium or JV (as the case may be).

- b) Annual Audited balance sheets for the last three years till FY 2020-21 shall be enclosed as supporting document.
- c) Bidder should hold a valid Goods and Services Tax (GST) registration certificate, as applicable. Copy to be attached.
- d) Bidder should hold a valid Permanent Account Number (PAN). Copy to be attached.
- e) Bidder should not have been debarred/ blacklisted by any Govt. Department/ PSU/ Cooperative Society for corrupt and fraudulent practices and shall have to submit a declaration on 100 Rs Non Judicial Stamp Paper to this effect.

## 5. Documents required to be submitted with Technical Bid:

- a) Application form duly filled, stamped and signed by authorized signatory of the company/ firm as per format "A" of this bid documents.
- b) Self attested & stamped copy of last three years audited Balance Sheet and Profit & Loss Accounts of the company / firm including copy of ITR.
- c) Self attested & stamped copy of GST registration certificate.
- d) Self attested & stamped copy of PAN of the company/firm.
- e) Self attested & stamped copy of valid Registration Certificate of the company / Partnership deed.
- f) Self attested & stamped copies of work completion certificates as described under clause 2.1.1.
- g) Self attested & stamped copy of valid address proof of the firm/company.
- h) Self attested copy of Aadhar card of authorized signatory (ies).
- i) Copy of the Board Resolution (in case of company) or Authorization Letter (in case of partnership firm/JV) in favour of the Authorized Signatory (ies).
- j) Turnover and net worth certificate for the last three financial years issued by Chartered Accountant as per format "B".
- k) Self attested & stamped copy of this bid document as a token of acceptance of terms & conditions of this bid documents.
- 1) List of Directors / Partners of the company/firm as per attached format at "C".
- m) Self Declaration on100 Rs Non Judicial Stamp Paper for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India.
- n) Self Declaration on letter head of the company / firm for having not been involved in any major litigation that may have an impact of affecting or compromising participation of the party in the e-auctions/ tenders of central Govt or state Govts/UTs.
- o) Self Declaration on letter head of the company / firm for not been prosecuted for violation of rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
- p) Self declaration on letter head of the company / firm for not being under liquidation, court receivership and/or similar proceeding.
- q) Self declaration on letter head of the company / firm for not being under a declaration of ineligibility for corrupt and fraudulent practices.
- r) Copy of cancelled cheque of the company/firm.

## 6. Availability of Bid Document

- a) The bid documents can be downloaded from NAFED's website (<u>www.nafed-india.com</u>) or GUJCOMASOL website <u>https://www.gujcomasol.com/</u> or can be collected from GNAPL, 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad for a cost of Rs.500 (Non refundable).
- b) Original documents may be submitted, if required and demanded by GNAPL.
- c) The bidder shall bear all costs associated with the preparation and submission of the bid. GNAPL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 7. <u>Queries on the Bid Documents</u>

All prospective bidders before the last date & time of submission of technical bid may get clarification on their queries, if any from the **Director**, **GNAPL**. The queries received after due date/ time will not be considered.

#### 8. <u>Amendment of Bid Documents</u>

- a) At any time prior to the last date for submission of bids, GNAPL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify this bid document by an amendment.
- b) Bidders are advised to keep viewing the NAFED/ GUJCOMASOL's websites for any corrigendum/ changes.
- c) Also, in order to provide prospective bidders reasonable time to take the amendment into account for preparing their bids, GNAPL may, at its sole discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in this bid document.

#### 9. Period of validity of bids.

- a) Bids shall be valid for three months from the date of submission of financial bids. A bid valid for a shorter period shall stand rejected.
- b) In exceptional circumstances, GNAPL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended.

## 10. Bid Security (EMD) & Security Deposit (SD) Amount

- a) Technical Bid must be accompanied by a bid security (EMD) of Rs.6,00,000 (Rupees Six Lakhs only) in the form of Demand Draft in favour of GUJCO NAFED AGRO PRIVATE LIMITED, GNAPL payable at Ahmedabad.
- b) The bid security (EMD) of unsuccessful bidders shall be returned after finalization of Bid. Bid security shall be forfeited if a bidder withdraws from the bidding process after opening of technical bids. No interest shall be paid by GNAPL on bid security.
- c) Successful bidder shall be required to furnish Security Deposit amounting to Rs.2000000/-(Rupees Twenty Lakhs only) within 07 (seven) working days from the date of issue of Letter of Intent (LoI) by GNAPL in the bank account of GNAPL, Ahmedabad Branch.
- d) Bid Security (EMD) of successful bidder shall be returned after submission of Security deposit amount. In case, the successful bidder fails to deposit the security deposit amount with GNAPL within the stipulated time period, bid security (EMD) would be forfeited without giving any written notice.
- e) Security deposit (SD) of the successful bidder shall be refunded after successful completion of work.
- f) In case of deviation to any of the terms & conditions to this bid documents, Bid security / Security deposit amount of the bidder shall be forfeited by GNAPL without giving any notice.

## 11. <u>Procedure for Submission of bids</u>

The two bid system (Technical and Financial) shall be followed for this tender. In this system the bidder shall submit its offer to GUJCO NAFED AGRO PVT LTD, 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad. Interested parties shall submit both Technical & Financial bids in separate duly sealed & marked envelopes covered in a third envelope duly super scribed as "EOI FOR PROVIDING CONSULTANCY SERVICES IN RESPECT OF PREPARATION OF DETAILED PROJECT REPORT (DPR)/ MASTER PLAN, ALONG WITH ENGINEERING DESIGN, DRAWINGS, TENDER DOCUMENTS FOR ESTABLISHMENT OF MODERN GROUNDNUT OIL MILL AT AMRELI, GUJARAT".

## **11.1:- Technical Bids**

- a) To submit Bid security, bidder will need to submit through Demand Draft or transfer money from their regular bank account Using transfer through RTGS/NEFT.
- b) Required documents are to be submitted before the last date/time for submission of bids. Late tenders shall be summarily rejected without opening of envelopes. No clarification/ requests shall be entertained in this respect.
- c) Bidder shall require to download the bid documents from the websites i.e <u>www.nafedindia.com</u> or <u>https://www.gujcomasol.com/</u> and has to enclose a DD of Rs. 500/-(non-refundable). Bidder may also purchase tender documents from GNAPL, 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad for a cost of Rs.500/-. In case any documents submitted under this bid are found to be tempered/ modified in any manner, bid will be summarily rejected and bid security amount would be forfeited and the bidder would be liable for any suitable penal action. Tenders without EMD & Tender Fee shall be summarily rejected without further evaluation.

## 11.2. Financial bid

- a) After scrutiny of Technical bids, GNAPL shall shortlist the Eligible/Technically Qualified bidders. Qualified Bidders in Technical bids shall be informed about the date of opening of Financial Bids.
- b) No eraser, cuttings, overwriting and correcting fluid in the quotation will be accepted.
- c) The offer must have a validity of three months from the date of submission of tender documents.
- d) During the currency of the agreement, no escalation in professional fees or charges will be allowed except for statutory charges.
- e) The address given by the bidder in the quotation documents shall be considered to be the proper and complete address of the and any correspondence sent to such address will deemed to have been delivered to the bidder.
- f) The earnest money deposit will be refunded to the unsuccessful parties within one month of finalization of quotation. GNAPL will not pay any interest on the EMD/SD.
- g) Earnest money to the successful bidder will be refunded without interest only after submission of the Security Deposit (SD) amount.
- h) The terms and conditions of the quotation documents will form part of the agreement to be executed between GNAPL and the successful bidder.
- i) Each page of the quotation documents must be numbered and signed by the authorized signatory of the bidder in token of acceptance of the terms and conditions of the quotation documents.

## 12. Award of Work:

After the evaluation of the Techncial & Financial Bids the Letter of Intent/ Work Order shall be issued to the successful bidder.

## INTIMATION TO THE SUCCESSFUL BIDDER

- i. GNAPL will intimate the successful bidder before the validity of the bid through email or fax.
- ii. Acceptance letter will be issued with price confirmation and other required details via email/fax.
- iii. Upon confirmation, successful bidder needs to deposit security deposit (SD) amount directly to GNAPL in the bank account through RTGS/NEFT or through Demand Draft.

## 13. <u>Authorized Signatory</u>

The person signing the bid documents should be the duly authorized representative of the bidder and whose signature should be verified and certificate of authority should be scanned and submitted. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind with the firm/ company should be scanned and annexed to the bid. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative.

## 14. Opening and evaluation of Technical Bids:

- a) Online Technical bids (complete in all respects) received along with Bid Security by stipulated time will be opened and scrutinized by GNAPL, as per terms & conditions given in the documents document.
- b) Bid received without Bid Security (EMD) will be rejected straight away.
- c) During the technical evaluation, GNAPL at its discretion may call upon the bidder to give presentation on their offer, to explain their capability to undertake the work and to respond to any question from GNAPL. The place for presentation shall be conveyed to the bidders at an appropriate date. Failure on part of bidder to arrange the presentation and for clarification for the queries on the date & place fixed shall result in the rejection of technical bids.
- d) GNAPL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## 15. GNAPL's Right to amend the Scope of Work:

- a) If, for any unforeseen reasons, GNAPL would require to change the Scope of Work, this change shall be acceptable to the bidder without change in the unit price quoted.
- b) GNAPL reserves the right to reject one/ all the bids or cancel the bidding process without assigning any reasons thereof.

## 16. <u>Corrupt or Fraudulent Practices:</u>

- a) It is expected that the bidders who wish to bid for this supply have highest standards of ethics.
- b) GNAPL will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this bid.
- c) GNAPL may declare a bidder ineligible, either indefinitely or for a stated duration, to be awarded or contact if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contact.

#### 17. Interpretation of the clauses in the Bid Document:

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Bid Document, GNAPL's interpretation of the clauses shall be final and binding on all bidders/parties.

\*\*\*\*\*\* END OF SECTION III

## <u>SECTION –IV</u> GENERAL CONDITIONS OF CONTRACT (GCC)

#### 1. Applicable Law, Jurisdiction And Dispute Resolution

- (i) This bid documents and award of work/Purchase order under this bid documents shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of the Republic of India and only courts at Ahmedabad and High court of Gujarat shall have the jurisdiction in all the matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such proceeding. The aforementioned exclusive and irrevocable jurisdiction of aforesaid court is irrespective of place of occurrence of any course of action pertaining to any dispute between the parties.
- (ii) All or any dispute arising out or touching upon or in relation to the terms of this bid documents including the interpretation and validity of the terms thereto and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to the date) or any statutory amendments / modifications thereof for the time being in the force. The seat & venue of the arbitration shall be at Ahmedabad, India and language of arbitration shall be English.
- (iii) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Agreement. Post award work obligations shall be dealt as per the Service Level Agreement to be executed between GNAPL and successful bidder after bidding and terms & conditions of Service Level Agreement alongwith Terms & Conditions and scope of work laid down in the EoI will prevail.

## 2. Force Majeure

Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, epidemic, plague, accident and/or ware preventing either contracting party from fully or partially carrying out the obligations under the contract, party so prevented shall inform in writing the other party of the causes of such failure within 3 (three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be.

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#### **END OF SECTION IV**

## **SECTION -V**

#### Financial Bid Format

To,

Director, GNAPL 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad

Sir,

We submit the Financial bid for the PROVIDING CONSULTANCY SERVICES IN RESPECT OF PREPARATION OF DETAILED PROJECT REPORT (DPR)/ MASTER PLAN ALONG WITH ENGINEERING DESIGN, DRAWINGS, TENDER DOCUMENTS FOR ESTABLISHMENT OF MODERN GROUNDNUT OIL MILL AT AMRELI, GUJARAT and hereby agree to provide the said services in а sum of Rs.\_\_\_\_\_ /\_ In words \_\_\_\_\_

We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.

Yours faithfully,

Signature of Bidder (Capacity in which signing) Stamp of Firm

Date:

Place:

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**END OF SECTION V** 

## Annexure-A

Application Form	Annexure-A
Name of the Company / Firm	
Firm type (Sole Prop/ Partnership/ Company)	
Registered office	
Location & Address	
Email Id of Authorized signatory	
Registration No.	
PAN no. of firm / Company	
GST Registration No.	
Name of Authorized signatory along with designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	
Past experience in establishment of oil mill/ similar works	

Financials	(Rs. In Lakhs)		
Particulars	FY 20118-19	FY 2019-20	FY 2020-21
yearly turnover			
Profit After Tax (PAT)			
Net worth			

#### Annexure-B

#### Format of certificate to be issued by Chartered Accountant

To,

Director, GNAPL 6<sup>th</sup> Floor, A Wing, Maradia Plaza, CG Road, Ahmedabad

We hereby certify that M/s ..... having registered office at..... and their turnover and net worth for the last three preceding financial years from the above business is as per details given below :-

For (Name of the Chartered Company /Firm)

(Name of the Signing Authority) Designation Membership No. Mobile No.:-

Place of Issue : Date of Issue :

## Annexure-C

## (On the letterhead of the company/firm)

Details of Director(s) / Partner(s)

S.No.	Name of the Director/Partner	Residential Address	Mobile No. & Email ID	Aadhar No.

## Annexure-D

# Details of similar works completed in the Last Seven Years in support of eligibility criteria refer point 2.1.2

Criteria	Particulars	Remarks
Name of project & location		
Description of Project		
Project Cost in Lakh Rs.		
Date of commencement		
Date of completion		
Reasons for delay (if any)		
Nature of Services Provided		
Number of staff/ team deployed		
Name & address of Client to whom reference may be made including the phone number, Fax No. and email id.		