RFP REF NO- GGL/WAREHOUSE OUTSOURCING/PUNJAB_HARYANA/2024/01
REQUEST FOR PROPOSAL
<u>FOR</u>
<u>INVITING OFFER</u>
<u>FOR</u>
OUTSOURCING OF WAREHOUSE ACTIVITY OF
GUJARAT GAS OPERATIONS OF PUNJAB & HARYANA

GENERAL TERMS AND CONDITIONS

Gujarat Gas Limited (A GSPC Group Company – Government of Gujarat Undertaking) herein after referred as GGL is India's largest City Gas Distribution Company in terms of sales volume operating in 44 districts in 6 states of Gujarat, Maharashtra, Rajasthan, Haryana, Punjab & Madhya Pradesh and 1 Union territory of Dadra & Nagar Haveli.

- 1. This Request for Proposal (RFP) document is to seek proposal for Outsourcing requirement of Warehouses at Punjab and Haryana for Gujarat Gas Limited (hereinafter referred as GGL) as per Scope of Work attached **Annexure-01**.
- 2. The Bidders participating in this RFP shall be a Business Entity. Business Entity shall mean propriety firm / a registered partnership firm / legal entity / a Company registered in India under the Companies Act.
- 3. The Bidder shall bear all costs associated with the preparation and submission of the BID and GGL shall in no case be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.
- 4. The offer against the RFP should be valid for a period of six months from the last date of bid submission. During the validity period of the offer, the Bidder should not withdraw / modify the offer in terms of area and price and other terms and condition quoted in the bid.
- 5. The minimum period of lease Agreement shall be 3 (three) years from the date of signing of the lease Agreement subject to compliance of the terms and conditions mentioned in this RFP. In case GGL wants to renew the lease Agreement period, the Bidder shall agree to do so, period of renewal shall be mutually agreed.

6. Warehouse Requirement :-

- 6.1. Total 3 (three) Warehouses are required which should be situated within 10 Km radius of the Post Office / Sub post office of below mentioned locations:-
 - 6.1.1. Shri Hargobindpur, Punjab.
 - 6.1.2. Bathinda, Punjab.
 - 6.1.3. Sirsa, Haryana.

Note: Bidding for all the three locations is mandatory, otherwise the bid shall be rejected.

7. Warehouse Area:-

7.1. Area required at each of the Warehouse shall be around 39,000 Sq. Ft. open space and 4,000 Sq. Ft. closed space.

Note: - +/-10% (plus or minus ten percent) variation of the above mentioned size shall be acceptable beyond which the Bid shall NOT be considered

The above area can be independent or part of a larger area which the Bidder can allot. However necessary demarcation shall be provided for GGL ensuring the safety and security of GGL's materials.

7.2. The Warehouse should be situated at a place which is approachable from highways, roads, etc for movement of trailer trucks, normal trucks, various sizes of cranes, etc. Also, sufficient space should be available for vehicles to enter or exit from the Warehouse for trailer trucks, cranes, etc. and shall have no overhead electricity line which is below 10 feet.

- 8. Types of materials which shall to be stored :-
 - 8.1. At Open Spaces Steel pipes of sizes upto 12", MDPE Pipes, CNG Compressors, MDPE Pipes, Steel Valves, Skids, etc.
 - 8.2. At Closed Spaces commercial and domestic meters, regulators, brass valves, rubber Hoses, etc.
 - 8.3. The GGLship of the Material(s) stored by the Successful Bidder shall remain with the GGL. Successful Bidder shall not pledge, mortgage, hypothecate or in any other manner create encumbrance or charge over the Material(s) of GGL.
- 9. Bid Summary:-

Sr. No.	Description	Remarks			
1	DATE OF ADVERTISEMENT	11th July, 2024			
2	SITE VISIT	Bidders are advised to visit existing warehouse(s) of GGL to understand the requirement. For visit to Warehouse(s), Bidder can call Mr. Anand Gamit at Cell No. 9099957898 or Mr. Amit Bhattacharjee at Cell No. 9924206393			
3	BID CLARIFICATION MEETING	Meeting shall be online at below link PRE-BID MEETING FOR Out-sourcing of Warehouse for Punjab & Haryana Location Hosted by webex1 https://gujaratgas.webex.com/gujaratgas/j.php?MTID=mc26b7 a0e5a096f7f2693036de0488422 Thursday, July 18, 2024 2:30 PM 1 hour (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi Meeting number: 2512 539 3803 Password: D3wKjZutZ62 Note: Bidders need to send their queries through mail addressed to amit.bhattacharjee@gujaratgas.com and anand.gamit@gujaratgas.com before the meeting.			
4	EARNEST MONEY DEPOSIT	Rs. 50,000/- (refer Clause no. 11 on submission details)			
5	VALIDITY OF BID	6 Months from Last Date of Bid Submission			
6	BID SUBISSION LAST DATE	12th August, 2024			
7	ADDRESS WHERE BID TO BE SUBMITTED	Refer Clause No. 16.1			

- 10. Bidder shall comply to the work mentioned in the Scope of Work (refer **Annexure 01**) by deploying necessary resources having experience in Warehouse Management including knowledge of making necessary transaction of material movements (receipt, issue, stock transfer, reconciliation of inventory) in GGL's operating system, SAP.
- 11. Earnest Money Deposit (EMD)

11.1. The BIDDER shall submit Earnest Money Deposit (EMD) along with the bid and a Bid security amounting to Rs. 50,000 (Rupees Fifty Thousand only) shall be submitted by Bidder through RTGS/ NEFT to following GGL bank account. The Unique Transactions Reference (UTR) number for the paid Earnest Money Deposit shall be provided as part of the Bid submission. GGL will not be held responsible for any error while making online payment.

COMPANY NAME:- GUJARAT GAS LIMITED BANK NAME: KOTAK MAHINDRA BANK LTD.

CURRENT A/C NO.:- <u>08792560000040</u>

IFSC CODE:- KKBK0000879

Or, Bidder may submit Demand Draft/ Banker's Cheque drawn for the equivalent amount on a Scheduled Commercial Bank in India payable at Ahmedabad, in original, in favour of the "Gujarat Gas Limited" in a separate cover and as part of the Bid.

- 11.2. The BIDDER needs to ensure Vendor Registration Form (attached as **Annexure-02**) and Bank Mandate Form (attached as **Annexure -03**) duly endorsed by the relevant Bank are also submitted for accounting and reimbursement of EMD. Necessary document shall be also submitted along with the details.
- 11.3. The EMD of the all unsuccessful Bidder(s) shall be returned by GGL, without any interest whatsoever, directly to the Bidder(s) after conclusion of Bidding Process. However, EMD shall be forfeited if Bid is revoked, withdrawn or cancelled by a Bidder; or any term in the submitted RFP is sought to be varied by a Bidder, without the consent of GGL in writing, during the Bid validity period.
- 11.4. EMD of selected Bidder shall be returned within 30 (Thirty) working days after the Lease Agreement / award of Agreement / Award of Contract is signed however successful Bidder's EMD shall be forfeited in case the Bidder fails or declines to sign the Agreement as acceptance / acceptance of award of Agreement / Award of Contract in line with rates, terms & conditions mutually agreed in writing.
- 11.5. Offer against the RFP not accompanied with Earnest Money Deposit will be treated as non-responsive and will be rejected, at the initial stage itself "as RFPs received without EMD"
- 12. The Bidder shall ensure all permissions, licences, etc. including stability of building and or No Objection Certificate are available from statutory bodies for the operation of the Warehouse and GGL shall not be liable for any statutory non-compliance of the Bidder.
- 13. All existing and future rates, taxes insurance fee including public liability insurance, including property taxes, assessment charges and other administration expenses such as electricity, security, housekeeping shall be borne by the Bidder for the period of Agreement/ validity of the Agreement / Award of Contract.

14. Bid Evaluation Criteria:-

Evaluation of the offers submitted by the Bidders shall be evaluated as per conditions provided in **Annexure-04.** Non-compliance to any of the requirement mentioned in Annexure-04, Bid shall be rejected.

15. Commercial Bid :-

Commercial Bid shall be submitted only as per format provided in **Annexure-05**. In case of submission in any other forms or formats or with modification, the Bid shall be rejected.

16. Bid Submission :-

16.1. BIDDER shall submit the entire BID including Primary Bid, Technical Bid and Price Bid in separate sealed envelope and all should be enclosed in one single Envelope mentioning "Offer for Outsourcing of Warehouse at Punjab and Haryana" and "Reference No. GGL/WAREHOUSE OUTSOURCING/PUNJAB_HARYANA/2024/01" addressed to:

Mr. Amit Bhattacharjee,

Associate Vice President – Materials, GUJARAT GAS LIMITED 9th Floor, Avdhesh House, Opp. Shri Govind Gurudwara,

S.G. Highway, Ahmedabad – 380054. Gujarat.

16.2. **Primary Bid**: Primary bid shall be provided in a separate sealed cover containing following:

Earnest Money Deposit (EMD) for the amount & in the manner specified in Clause No. 11 above.

OR

Proof of RTGS payment made in GGL account for the amount mentioned under Clause No. 11. along with duly filled Vendor Registration Form (Annexure-02) and Bank Mandate Form (Annexure-03).

- 16.3. **Technical Bid**: Technical bid shall be provided in a separate sealed cover containing following:
 - 16.3.1. Supporting documents required for BID evaluation as mentioned in Clause No. 13 of this RFP.
 - 16.3.2. All other details & documents required to be submitted by the Bidder as stipulated in this RFP.
- 16.4. **Price Bid**: Shall be provided in a separate sealed cover as per Clause 15 above.
- 16.5. BID submitted/sent by e-mail, CD, DVD Pen Drive, facsimile etc. and/or to address other than one specifically stipulated in the RFP shall not be considered for opening/evaluation/award and shall be rejected.
- 16.6. For any clarification you may call Mr. Anand Gamit @9099957898 /Mr. Amit Bhattacharjee @9924206393.
- 17. **Payment terms**: The Service Charge payment shall be made on monthly basis within 15 working days from the completion of the previous month and submission of Invoice.
- 18. GGL shall not be liable to bear any present and future property taxes, rates, cess, duties, charges, levies, fines, penalties and other outgoings, payable to the appropriate authorities pertaining to the Warehouse, GGL shall be liable to promptly comply with all the laws, rules and regulations of the government and local authorities as required.

19. Commercial Evaluation:-

GGL shall reserve the right to conduct negotiation with one or more bidders post which a lease Agreement / award of Agreement / Award of Contract shall be signed / issued with the selected party considering the requirement specified herein and also on negotiation outcome and other mutually agreed terms and conditions and subject to approval from GGL Management.

GGL tentatively to follow the below process of commercial evaluation to be held at GGL office with technically qualified bidders which shall be witnessed by relevant GGL Committee :-

- 19.1. Each bidder will be allowed only once to submit the final offer in sealed cover as per the Schedule of Rates of RFP
- 19.2. Final offer shall be dropped by Bidder / authorized representative himself in the open empty box / bowl to be provided in the meeting.
- 19.3. Post submission of final offer by all the Bidders, sealed bid will be opened in presence of all the Bidders & GGL Committee.
- 19.4. Lowest final offer will be selected as successful bidder for further approval from management for award.
- 19.5. In the event of multiple L-1/ lowest bidders in final offer submitted, draw Process will be followed for selecting the successful bidder for further approval from GGL Management.
- 20. GGL's right to operation as per the scope of work (Annexure-01) and RFP shall not be affected in any manner including any dispute between the Bidder due to any default of paying dues to its banks, etc.

21. Bidder and GGL shall equally bear the expenses incurred towards stamp duty and registration charges to be paid to the Government Authorities.

22. Agreement/Agreement / Award of Contract -Cum-Performance Bank Guarantee (APBG):

- 22.1. Successful Bidder shall have to submit the APBG within 15 days from date of signing of Agreement / giving of award for an amount equivalent to 10% of the basic award value for the duration of the Agreement.
- 22.2. In case of any subsequent amendments which results in increase of order value/validity of Agreement, Successful Bidder shall furnish revised/additional APBG @ 10% for the applicable amount / validity extension as per amendment, failing which equivalent differential value will be deducted from subsequent claim for payments, unless otherwise specified in the amendment.
- 22.3. APBG shall be valid till three months beyond the last date of Agreement validity period and shall be in the format which shall be provided by GGL.
- 22.4. The APBG shall be denominated in the currency of the Agreement.
- 22.5. APBG shall be acceptable from any bank as directed by the latest Government of Gujarat Resolution (GR), applicable at the time of submission of any fresh BG (Refer website https://financedepartment.gujarat.gov.in/gr.html).
- 22.6. The APBG proceeds shall be appropriated by GGL as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the Agreement, including, but not limited to, shortfall/damage/loss of free issue materials, damage/breakage/defacing or destruction of any property belonging to the GGL or non-fulfilment of any of the Successful Bidder obligations during the execution of the Agreement.
- 22.7. The APBG proceeds shall also govern the successful performance of services during the entire period of Warranty/ Defect Liability Period as specified in the Agreement / Agreement / Award of Contract.
- 22.8. Wherever possible, Successful Bidder has to inform the issuing Bank to provide confirmation regarding the issuance of Bank Guarantee through SFMS to GGL's (Beneficiary) Bank/Advising Bank (i.e. HDFC Bank, IFSC: (HDFC0000006).

23. Insurance:-

- 23.1. GGL shall be responsible for the Insurance of the Materials of GGL which shall be stored at the Successful Bidder's Warehouse(s).
- 23.2. Insurance of the Warehouse shall be the responsibility of the Successful Bidder. Successful Bidder undertakes and confirms that the demised premises proposed in connection with this RFP is insured with insurers of recognized financial responsibility against such all losses and risks and in such amounts as management of Successful Bidder believes to be prudent and customary in the businesses in which Successful Bidder is engaged. Neither Successful Bidder nor any of its affiliates have been refused any insurance coverage sought or applied for and neither does Successful Bidder have any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not materially and adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Company and its subsidiaries, taken as a whole.
- 23.3. Intimation and all necessary support shall be provided by Successful Bidder for filing of insurance claim for loss / damage of GGL materials. Also, all necessary support shall be provided by the Successful Bidder for the settlement of the claims. In case of any variance of settlement by Insurance company due to negligence of the Successful Bidder, the amount shall be credited to GGL at actuals.
- 23.4. Transit Insurances for materials transported from Successful Bidder's Warehouse to other Warehouse of GGL or Site shall be in the scope of the GGL. All necessary process including intimation to Insurance company shall be responsibility of Successful Bidder.
- 24. Compliance to Laws of the Land and Other Statutory Provisions (as applicable):-

- 24.1. Successful Bidder shall be solely responsible for strictly following all Labour Laws, Industrial Laws, The Building And Other Construction Workers' (Regulation Of Employment And Conditions Of Service) Act & Welfare Cess Act or Factories Act, 1948 and such other laws which are applicable from time to time including, but not limited to, the notification amendments or additions which are made to these laws during the period of Agreement / Award of Agreement / Award of Contract. The Successful Bidder shall also be responsible for various levies of State Government, Government of India or any Statutory Body or GOVERNMENT AUTHORITY. The SERVICE PROVIDER shall have to, at his own expenses, comply with labour laws and keep the company indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Successful Bidder shall comply with are as under, but not limited to:
- 24.2.Successful Bidder shall, before commencement of the job, apply for Form-III to GGL HR Dept. along with requisite documents (wherever applicable) & to further make an application to the licensing officer to obtain license as per the provisions of Agreement / Award of Contract Labour (Regulation & Abolition) Act, 1970. Copy of the application made & copy of license so obtained should be communicated to Agreement / Award of Contract GGL /Legal compliance team within 15 days from the date of commencement of work. Successful Bidder shall procure / obtain, at its expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinance and other acts & rules in effect at the place where any of the work is to be performed and shall adhere to and comply with all the applicable laws, regulations, ordinances and other acts & rules in effect in relation to all the work under the Agreement / Award of Agreement / Award of Contract and performance of the SERVICE PROVIDER.
- 24.3.SERVICE PROVIDER, before actual deployment of Labour, shall obtain necessary license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during Agreement / Award of Contract period.
- 24.4.SERVICE PROVIDER shall ensure regular & effective supervision of the personnel deployed by him and to ensure safety & security of his personnel. The Service Provider shall issue an Identity card with photograph to all his personnel as per Form No. 36 under the Factories Act, 1948 or under other applicable statute/Act. The identity card should be displayed while at work & to be produced as & when asked by the authorized officer of the Company.
- 24.5.SERVICE PROVIDER shall be solely liable to obtain & keep valid and a subsisting license during the period of Agreement / Award of Contract under Agreement / Award of Contract Labour ("Regulation & Abolition") Act, 1970 and all necessary licenses from competent authority as provided under various labour laws & bear all such costs related to adhering to all such applicable laws including payment of any Cess, charges, taxes, duties or contributions prescribed in the relevant laws. The SERVICE PROVIDER shall not claim any non-adherence or default due to lack of information as to applicability of any law and shall be solely responsible for the same. Further the SERVICE PROVIDER shall keep the GGL indemnified and harmless from any liability, penalty which might be imposed including any cost, expenses which GGL might be required to bear/incur by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
- 24.6.SERVICE PROVIDER shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Agreement / Award of Contract

- Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923 (known as Employees' Compensation Act) and other relevant Acts, Rules & Regulations in force from time to time. SERVICE PROVIDER shall maintain all required up-to-date and complete registers, documents and file all required periodical returns with respective authorities from time to time under all applicable labour laws and Rules & Regulations thereunder in force from time to time and to provide proof as and when asked for.
- 24.7.SERVICE PROVIDER shall be responsible for necessary contributions towards Provident Fund (PF), Family Pension, Employee Deposit Linked Insurance (EDLI) Scheme, Employees' State Insurance Corporation of India (ESIC) or any other statutory payments to Government Agencies as applicable under the laws in respect of the Agreement / Award of Contract and of personnel deployed by the SERVICE PROVIDER for rendering services to GGL and shall deposit the required amount with the concerned statutory authorities on or before due dates. The SERVICE PROVIDER shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund. The SERVICE PROVIDER shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of GGL. The SERVICE PROVIDER shall obtain a separate ESIC number from the concerned authority and submit necessary proof of having deposited the employees as well as the employer's contribution to the ESIC Authorities. The SERVICE PROVIDER shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of GGL. The SERVICE PROVIDER shall ensure to obtain smart card for each family member of their employees falling under ESIC and submit necessary proof of having smart card issued to family members of the employees.
- 24.8.SERVICE PROVIDER shall not engage / deploy any person who has not completed the age of 18 years under this Agreement / Award of Contract, and the person(s) to be deployed should be physically and mentally fit, competent and with no criminal records.
- 24.9.SERVICE PROVIDER shall make the payment of wages/ salary to his personnel by way of directly crediting the amount of wages in their bank account OR by Account Payee Cheque on or before the expiry of 7th day of the following month for respective wage period, as applicable, under the Payment of Wages Act, 1936), irrespective of whether the submitted invoices / bills by the Service Provider to GGL are disbursed or not. Also, the Service Provider shall be providing Wage slips / payment slips to all its personnel along with disbursement of wages. Necessary proof/s of the same should be submitted to the GGL along with the invoice/s. In case of any default/ noncompliance of the provisions of the Payment of Wages Act, 1936 (i.e. any delay in disbursement of wages / salary beyond the stipulated time frame prescribed under the aforesaid Act), a penalty of INR 50/- 'Per Day Per Workmen' shall be deducted. In case of repetitive defaults, GGL reserves the right to withhold the release of Service Provider's payment till the Service Provider makes the payment of salary to his personnel or GGL may take suitable action at the risk & cost of Service Provider for non-payment of any statutory dues by him.

- 24.10. The installations where job is to be carried out are live and have hydrocarbon environment, SERVICE PROVIDER shall comply with all safety and security rules and regulations and other rules laid down by GGL for its operation. SERVICE PROVIDER shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the SERVICE PROVIDER to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the SERVICE PROVIDER's personnel will lead to the termination of the AGREEMENT / AWARD OF CONTRACT in all respects and shall face penal / legal consequences.
- 24.11. SERVICE PROVIDER shall obtain and keep valid and subsisting requisite insurance policy for all his personnel deployed on the job during the period on Agreement / Award of Contract as per the provisions of Employees compensation Act, 1923 and submit a copy of the same to GGL Compliance Team for information and records. Service Provider shall pay compensation to his personnel in case of any accidental injury in accordance with the provisions of Employees compensation Act, 1923. In case by virtue of provisions of Workmen Compensation Act, 1923 or any other law in force, GGL has to pay compensation for workmen employed by the SERVICE PROVIDER due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the SERVICE PROVIDER and/or security deposit with GGL.
- 24.12. Any failure or non-compliance of the Labour Laws and other rules and regulations to be complied there under the same shall be recoverable by the GGL from the SERVICE PROVIDER's bills or Retention Money or by revoking the performance bank guarantee.
- 24.13. Service Provider shall make payment & settle full & final statutory dues payable to his personnel upon completion of the Agreement / Award of Contract as per provisions of Industrial Dispute Act, 1947. Service Provider shall be directly responsible to indemnify the GGL against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 24.14. Wherever applicable, SERVICE PROVIDER shall obtain a registration under The Building And Other Construction Workers' Act from the concerned authority and submit necessary proof of having registration in the name of Service Provider. SERVICE PROVIDER shall be solely responsible and liable for the payment of Labour Cess as per the provision of "The Building and Other Construction Workers' Welfare Cess Act, 1996" and "The Building And Other Construction Workers' Welfare Cess Rules, 1998", as applicable from time to time.

25. Intellectual Property Rights (IPR) and Trademarks:

- 25.1. All intellectual property Rights or IPR in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books created, supplied or developed by the GGL and appertaining to the Materials shall remain in the GGL and the originals and all copies of them shall be delivered to the GGL on completion of the work associated with the Scope of Work (Annexure-01) and the Successful Bidder shall, if required, certify that none have been retained.
- 25.2. All documents, drawings, technical know-how, calculations, computer print-outs, computer files, computer software designs and inventions created, supplied or developed by the Successful Bidder pursuant to or in the performance of the Agreement / Award of Agreement / Award of Contract whether fully or partially completed and relating to the Scope of Work (Annexure-01) shall be the property of the GGL and the copyright for the same shall be vested in the GGL.

- 25.3. Subject to the GGL's rights pursuant to the Agreement / Award of Agreement / Award of Contract, the Successful Bidder shall retain all intellectual property in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books and inventions created by the Successful Bidder prior to this Agreement / Award of Agreement / Award of Contract and which shall not have been prepared by the Successful Bidder at the request of the GGL or pursuant to a previous Agreement / award of the Agreement / Award of Contract or arrangement with the GGL.
- 25.4. The Successful Bidder shall be responsible for, indemnify, defend and hold harmless the GGL from and against any and all Claims which arise out of, or in any way relate to, any patent, registered design, copyright, trademark or trade name or any patent application or other proprietary right asserted by the Successful Bidder, any employee of either of the foregoing or any third party in respect of any device, apparatus, process or method used by the Successful Bidder in performing its obligations under the AGREEMENT.
- 25.5. Should the Successful Bidder infringe, or allegedly infringe, any patent, registered design, copyright, trademark or trade name which delays or prevents the Successful Bidder from carrying out its obligations under this Agreement / award of Agreement / Award of Contract, the GGL may treat such cessation or delay to the completion of the work associated with the Scope of Work (Annexure-01) arising there from as a fundamental breach of this Agreement / award by the Successful Bidder. The Successful Bidder shall be liable for all additional costs incurred by the GGL pursuant to its mitigation of the effects of such cessation or delay.
- 25.6. The Successful Bidder shall promptly disclose to the GGL all inventions which it may make which are wholly or in part based on or derived from information arising from the completion of the Scope of Work. All rights, titles and interest in and to such inventions shall belong to the GGL. The Successful Bidder shall execute or have executed all documents and shall perform or have performed all such acts as the GGL may deem desirable or necessary to protect the GGL's title to such inventions and to obtain and maintain patent coverage therein throughout the world.
- 25.7. Nothing in the Agreement / Award of Agreement / Award of Contract confers upon the Successful Bidder any right to use trademarks, trade names or service marks or even otherwise, nor shall any Successful Bidder adopt any trademark which is confusingly similar to any a trademark of the GGL.

26. Termination: -

GGL reserves the right to terminate the Agreement / Agreement / Award of Contract either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the Service Provider:

- 26.1. By efflux of time i.e. Three (3) years from the effective date of the Agreement / award of Agreement / Award of Contract.
- 26.2. by giving a notice of not less than Three (3) months after the expiry of one year from the date of commencement of this lease, for any reason whatsoever.
- 26.3. Breach of Agreement / Award of Contractual obligation by the Successful Bidder.
- 26.4. In case of any violence, civil commotion, tempest, flood, earthquake or any inevitable accident or any other act beyond the reasonable control or the parties, causing damage to the Warehouse resulting in GGL, in its opinion, being unable utilise the Warehouse for its business, and the same not being rectified by the GGL at his own cost to the satisfaction of GGL within reasonable period of the same arising, GGL shall be entitled to terminate the Agreement by giving seven days' notice to the GGL without assigning any further reason thereof. GGL shall further not be liable either to pay the service charge and/or for the damages as a result of such force majeure event.

27. Dispute Resolution:-

27.1. Any dispute whatsoever arising out of the Agreement which will be signed between GGL and the successful Bidder of the Warehouse which is not resolved by mutual Agreement through

- negotiations between the parties within thirty (30) days of the notice of the dispute, shall be referred to and shall be finally settled by binding arbitration conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the rules made thereunder from time to time, and any statutory modifications thereof.
- 27.2. The arbitration shall be conducted by a sole arbitrator who shall be appointed by GGL. The sole arbitrator shall be qualified by education, training, or experience to resolve the Dispute and shall be and remain at all times independent and impartial, and, once appointed, shall not have any ex-parte communications with any of the Parties concerning the arbitration or the underlying Dispute other than communications directly concerning the arbitration proceedings, when applicable.
- 27.3. The language of the arbitration shall be English and the place and venue of the arbitration shall be Ahmedabad.
- 27.4. All the decisions and the final award of the sole arbitrator shall be final and binding on both parties. Judgment on the final award passed by the sole arbitrator may be entered and enforced by any court of competent jurisdiction at Ahmedabad.

28. Jurisdiction

All matters arising out of the Agreement to be executed with Successful Bidder shall be subject to the exclusive jurisdiction of the courts at Ahmedabad and the parties hereby irrevocably attorn and submit to the jurisdiction of these courts. The parties irrevocably waive any objection to venue in these courts and any objection based on the doctrine of forum non conveniens or similar grounds that these courts are inconvenient for determination of a dispute.



ANNEXURE 1 OF GGL/WAREHOUSE OUTSOURCING/PUNJAB_HARYANA/2024/01

SCOPE OF WORK

FOR

OUTSOURCING OF WAREHOUSE ACTIVITY OF GUJARAT GAS OPERATIONS of PUNJAB & HARYANA

1. SUCCESSFUL BIDDER'S SCOPE OF WORK

The Successful Bidder broad scope of work shall be as provided below:-

- 1.1. Receipt of Material(s) from Vendors, Contractors, other Warehouses of Gujarat Gas Limited (GGL) and various department of the GGL against GGL's Purchase Orders and or instruction of GGL's Representative. Successful Bidder to review the GGL's Purchase Order terms and conditions prior to receipt of the Material(s).
- 1.2. Proper stacking of the materials as per the instructions of the GGL and in compliance to GGL's guidelines and at designated places such as, "Okay Material", "to be repaired", "Scrap", etc.
- 1.3. Support to be provided to GGL / GGL's representative / Third party appointed by GGL for carrying out Quality inspection of the Material(s) as and when required.
- 1.4. Issue of Material(s) to Contractors and Departments against valid documents.
- 1.5. Return of Material (rejected or otherwise) to Vendor as per instructions of the GGL.
- 1.6. Transfer materials through GGL's appointed Transportation Contractor / Courier to GGL's Site and or other Warehouse locations as per the instruction of the GGL complying to all the procedures of inward and outward.
- 1.7. Support for carrying out reconciliation of GGL's Contractors as and when required and as per instruction of the GGL.
- 1.8. Carry out inventory Stock count as per the frequency agreed with the GGL.
- 1.9. Provide all necessary support for Physical Verification of GGL's inventory as and when required either by GGL's representative or Third-Party Inspection Agencies appointed by GGL.
- 1.10. Carry out all necessary transactions in GGL's SAP and or other Modules as per the instructions of the GGL.
- 1.11. Successful Bidder shall be taking Insurance for the Materials of the GGL stored at the Successful Bidder's Warehouse including necessary insurance of the Warehouse during the entire period of the Contract to safeguard the GGL from any kind of loss.
- 1.12. **NOTE**: The scope of unloading of procured Material at Warehouse is with the Vendor and loading and unloading of Material of material issued to the Contractor is with the Contractor. For internal transfer of material from Warehouse to other Warehouses, scope of loading and unloading is with the GGL's appointed transportation contractor.

The detail scope of above activities is provided in the subsequent clauses which shall be strictly adhered by the Successful Bidder.

2. RECEIPT OF MATERIAL AT WAREHOUSE

- 2.1. Material shall be received against Purchase Order and all necessary documents are verified. (i.e. Tax Invoice, Packing List / Delivery Challan, Lorry Receipt, wherever applicable and on compliance to GGL's operation requirement. Also, AWC shall be informed on receipt of the material.
- 2.2. Material inward formalities are carried out in the Security Gate and inward stamp put on related documents with receipt date, etc and the Inward Register is updated.
- 2.3. Safe Material unloading is done with required permit to work & storage is done as per material storage and handling guidelines which is attached as Annexure-01.
- 2.4. Material is physically counted with respect to Invoice / delivery challan and verified against the Purchase Order and stored in the designated area. In case of any damages or shortfall at the time of material receipt, necessary remarks shall be mentioned in the documents and AWC is immediately informed on phone and mail.
- 2.5. Successful Bidder's failure to detect any non-delivery or shortage against Invoice / Delivery Challan or damage, Successful Bidder shall be solely responsible for any loss or damage sustained by the GGL on account of such non-delivery, shortage and/or damage and the cost for the same shall be recovered from the Successful Bidder.
- 2.6. Material(s)s Receipt Note (GRN) is prepared in the GGL's SAP system for actual quantity received in stock type "quality inspection" within 5 Working Days of receipt of material. In case of delay beyond 5 working days, approval from C&P Head shall be obtained along with the justification.
- 2.7. GRN shall be also prepared for materials delivered directly at GGL's Site / Contractor's store on receipt of all the original documents which includes, Tax Invoice, Packing List / Delivery Challan, Lorry Receipt, acknowledgement of GGL's representative confirming (1) receipt of material and (1) quantity received. If the documents are not received within 15 working days of materials receipt at Site /Contractor's location, approval from Geographical Head/ Department Head shall be provided by GGL's representative (scope)
- 2.8. Intimation is sent to AWC for quality inspection of the material. QA shall move the material in stock type "unrestricted" in SAP and rejected material in stock type "Block Stock". Accordingly, rejected material (s) shall be stacked in designated area.
- 2.9. Upon collection of rejected material from respective Warehouse by Vendor or upon dispatch of the rejected materials to the Vendor, "Return to Vendor' with respect to Movement type 122 is posted in SAP for removal of quantity from Blocked Stock.

3. ISSUE / RECEIPT OF MATERIAL TO DEPARTMENT OR CONTRACTOR

- 3.1. For Material to be issued to Contractor or Department it shall be done only on receipt of Material Requisition Note (MRN) from GGL's representative / AWC.
- 3.2. Upon receipt of MRN, physical issue to be done to authorised representative of Contractor or Department and the posting shall be done in the SAP by transferring the issued inventory to Contractor / Departmental SLOC Material as per the MRN.

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3.3. Print of transfer posting document (Delivery Challan) is taken in triplicate (Receiver, Security & Warehouse) the same is handed-over to Transporter along with E-way bill (if applicable)

4. ISSUE / RECEIPT OF MATERIAL FROM WAREHOUSE TO OTHER WAREHOUSE (WITHIN STATE)

- 4.1. On receipt of instruction with details of materials required to be transferred within the State, material is transferred and relevant document is posted in SAP (two step transfer). The needful delivery challan is prepared and handed over to transporter along with E-way bill (if applicable).
- 4.2. Intimation for transit insurance coverage is forwarded to AWC for further intimation to concern department of GGL.
- 4.3. Material(s) Receipt is posted with respect to Stock Transport Order.

5. ISSUE / RECEIPT OF MATERIAL FROM WAREHOUSE TO OTHER WAREHOUSE (OUTSIDE STATE - plant to plant)

- 5.1. On receipt of instruction with details of materials required to be transferred outside the State, Stock Transport Order (STO) is prepared and physical transfer is carried out as per the STO.
- 5.2. Material document (PGI Post Material(s)s Issue) is posted in SAP with respect to STO (Print of Delivery challan is taken with respect to STO and handed-over to Transporter along with E-way bill (if applicable). In case of Inter-state STO, Tax invoice is generated with respect to STO and the same is handed-over to Transporter along with E-way bill (if applicable).
- 5.3. Intimation for transit insurance coverage is forwarded to AWC for further intimation to concern department of GGL.
- 5.4. Material(s) Receipt is posted with respect to STO and in case of Inter-state STO, Tax invoice booking as per Inter-state STO Manual as per prevailing process.

6. CONTINUOUS STOCK COUNT

- 6.1. A and B class materials (based on unrestricted stock value in respective warehouse stock) are identified on half yearly basis as per below values: Class A items contributing up to 80% of inventory value in warehouse Class B items contributing next 15% of inventory value in warehouse. The report is shared with the AWC and the signed document is kept in the records to produced to GGL whenever sought.
- 6.2. Stock verification is planned such that A & B category materials are covered for stock count at least once during the corresponding half year period.
- 6.3. The system and counted stock quantities are compared & variances are calculated. The Successful Successful Bidder shall ensure there is zero variance for the same. In case of any variance, the cost of inventory as per GGL's applicable cost shall be recovered from

the Successful Successful Bidder. In case the variance is more than 10% of the Inventory value, GGL shall reserve the right to recover the cost and also terminate the Contract. In such case the Successful Successful Bidder shall be responsible for proper stacking and safety of the materials till GGL lifts the material. Also for such period, the cost of management of the inventory shall be with the Successful Successful Bidder.

7. ANNUAL STOCK COUNT

- 7.1. GGL shall be carrying out Stock Count as and when feel deemed required to carry out for which necessary support shall be provided for the same.
- 7.2. GGL shall be also carrying out Stock Count through approved Third-Party Inspection Agency. The Successful Bidder shall ensure there is zero variance during such Audits. In case of any variance, the cost of inventory as per GGL's applicable cost shall be recovered from the Successful Bidder. In case the variance is more than 5% of the Inventory value, GGL shall reserve the right to recover the cost and also terminate the Contract. In such case the Successful Bidder shall be responsible for proper stacking and safety of the materials till GGL lifts the material. Also for such period, the cost of management of the inventory shall be with the Successful Bidder.

8. RECONCILLIATION OF GGL APPOINTED CONTRACTOR

- 8.1. The work shall include 100% counting of the inventory of the Contractor.
- 8.2. Upon receipt of signed Reconciliation statement, positive differences are settled in SAP though PI (Physical Inventory) Process with support from AWC. AWC shall initiate the Order for recovery.
- 8.3. Negative variance is settled w.r.t. Sale order and corresponding PGI (Post material(s) issue) document posted in SAP system.
- 8.4. An invoice is generated with respect to Sale order/ PGI and submitted to the GGL for debiting the Contractor.

Note: GGL shall be carrying out the above work, all the support required for the execution shall be provided by the Successful Bidder.

9. VERIFICATION OF NON-MOVING / SLOW MOVING MATERIALS

- 9.1. GGL shall be carrying out the verification of inventory which are in slow and non moving in nature directly or through Third Party Inspection agency for which necessary support shall be provided and will segregating the inventory into "to be retained", "to be repaired" and "to be disposed".
- 9.2. Based on the recommendation, materials to be tagged / stored in designated area.

10. REPORTING

- 10.1. For its day to day activity the Successful Bidder shall nominate a person for its day to day coordination / operations and shall be reporting to GGL's Authorized Warehouse Coordinator (AWC).
- 10.2. Successful Bidder shall be sending a report on daily basis for the Material(s) received and issued and complete inventory details
- 10.3. Successful Bidder shall deploy experienced Warehouse Personnel / Warehouse who has minimum 3-4 years of experience in Warehouse Management including knowledge of making necessary transaction of material movements (receipt, issue, stock transfer, reconciliation of inventory, physical verification, attending to audits) in GGL's operating system which is SAP.

11. GENERAL

- 11.1. All the materials, equipment's and machinery, appliances or other things of whatsoever nature required for the execution of the work mentioned in Scope of Work shall be provided and borne by the Successful Bidder. Bidder shall ensure all equipment's used for the work mentioned herein, shall be fit for use and necessary certification shall be available and valid.
- 11.2. The Successful Bidder shall carry out the work ensuring compliance to all safety requirements of GGL and also any other statutory government body. In case of any injury, near miss, etc. while executing the work as per the Agreement, GGL shall not be liable.
- 11.3. Successful Bidder shall, with due care & diligence, execute the work in compliance with all laws, bylaws, ordinances, Regulation etc and also comply to all the approved GGL's Integrated Management System, Standard Operating Procedures and Guidelines including Health and Safety Guidelines, etc. including all its subsequent revisions.
- 11.4. Successful Bidder undertakes and agrees to take all such steps as may be adequate and necessary to ensure the safety of the Material(s), including but not limited to securing the Material(s) within their covered premises, preferably in a walled/ fenced location and stacked and stored as per instructions / standard operating procedures of GGL.
- 11.5. Ensure that the Warehouse is away from any source of ignition flammable industry within the periphery, availability of hospital and fire-station, waterlogging area, etc.
- 11.6. Successful Bidder undertakes to ensure proper handling of the Material(s) at the time of receiving delivery of the Material(s), stacking of the Material(s) as well as at the time of dispatch of the Material(s) in accordance with the instructions received from GGLs representative or AWC and compliance to all safety requirements required for the specific operation.
- 11.7. Successful Bidder shall have skilled and experienced manpower having complete awareness, knowledge of safe process of loading, unloading of heavy equipments such as Gas Compressors, various sizes of Skid, various sizes of steel pipes, rolls of PE Pipes, various sizes of steel valves, DG Set, etc.
- 11.8. Successful Bidder represents and warrants to GGL that shall be responsible for the maintenance of the warehouse including but not limited to security, electricity charges,

- housekeeping, etc. Successful Bidder undertakes that the Shed, structures, compound wall, shall be of highest quality and any damages to the Materials shall be borne by the Successful Bidder.
- 11.9. Successful Bidder shall take full responsibility for the stability, operations and safety of all lifting and related equipments and operations and methods involved in the work.
- 11.10. Successful Bidder shall be deemed to have inspected and examined the work area and its surroundings and to have satisfied himself so far as practicable as to the form and nature thereof, including subsurface conditions, clearance for movement of heavy vehicle, cranes and hydra, for carrying out the work safely. Successful Bidder shall be deemed to have obtained all necessary information on subject as above mentioned as to risks, contingencies and all other circumstances, which may influence the work.
- 11.11. Successful Bidder shall apply and obtain all necessary permits related work to be performed if applicable and as shall be informed by the GGL's representative.
- 11.12. Working Days and Working Hours and shall comply with GGL's working hours and time.
- 11.13. GGL shall reserve the right to make surprise visits at Successful Bidders warehouse. Any actions required to be addressed shall be mutually agreed and shall be closed by the Successful Bidder.

ANNEXURE - 2

Gujarat Gas Limited						
Vendor Registration Form						
Instructions:						W
Please type in the information OR us	e capital letters	to fill ALL required	data	in this form.		GUJARAT GAS
General Information						
Name of Vendor						
		Manufacturer		Authorised Dealer		Trader
Category :		Contractor / Fabricator / Service provider (circle one)				Transporter
		Customer of Gujarat Gas Limited				Landlord
		Proprietorship		Partnership		Private Limited
Status of Organization :		Public Limited		Others (please specify):		
	Date of formation :			Registered :	☐ Yes	s □ No
Head of the Organization :						
Designation :						
Contact Person(s) :						
	Line 1					
Head Office / Registered Office Address :	Line 2					
	City				Zip:	
	State				Country	
Phone (with area code) :				Mobile :		
Fax:				Alternate Fax :		
e-mail address : mandatory						
Registration Information						
GST Regn. No. & Date:						
Micro Small Medium Entp. Regn. Details		Micro		Small		Medium
Tax Deduction Account Number (TAN)						
Income tax PAN Number :						
Aadhar no. (in case of individual / proprietorship)						
PAN AADHAR LINK STATUS		Yes		No		
Last 2 years ITR Filed		Yes		No		
	Name :				Vendor's	
This form was filled by :	Date :				Rubber	
	Designation :				Stamp	

NOTE :- PLEASE ATTACH (1) PAN CARD (2) ADHAR CARD (3) PHYSICAL CANCEL CHEQUE

ANNEXURE - 3

RTGS / NEFT / IFT - Electronic Fund Transfer Mandate Form (Mandate for receiving payments through RTGS / NEFT From GUJARAT GAS LIMITED)

1	Vendor Name
2	Vendor Code
3	Permanent Account Number (PAN)
4	Particulars of Bank Account
	A. Bank Name
	B. Branch
	C. Branch Code
	D. Address
	E. City Name
	F. Telephone No
	G. RTGS / NEFT IFSC Code
	H. 9 digit MICR code appearing on the cheque book
	I. Type of Account
	J. Account No.
5	Vendor's e-mail id
6	Reason for change in bank account

(Mandatorily enclose physical cancelled cheque).

We hereby declare that if the transaction is delayed or done in other bank account because of incomplete or incorrect information, we would not hold the company responsible. We agree that the payment made by GGL in either the existing bank account or new bank account shall be deemed as effective and due discharge of its liabilities owed to us to the extent of the amount paid.

We further represent and confirm that the aforementioned bank change is neither inconsistent with nor contrary to nor in breach of any order/judgment/direction by any court/tribunal or any authority so appointed by the court/tribunal and any applicable law, rules and regulations . In case of any claim, action or proceedings that may be initiated against GGL on account of the aforementioned bank change, we undertake to indemnify and keep GGL harmless and indemnified against the said claims, action and proceedings for all the times and on full indemnity basis. .

In addition to the above, the undersigned represent and warrant that he/she is duly authorized by the aforementioned Company/Partnership Firm (as the case may be) to request GGL and get the bank account, as mapped in the system of GGL, changed to another bank account.

Date:	
Place:	Sign and Seal by only authorized person as per banking records
	BANK Confirmation
We confir	m that M/s
authorize	is having above bank account with us and above request to GGL has been signed by disignatories, same are matching with our banking records.
Date:	
Place:	Sign and Seal by banks

Note: To be printed in same page

ANNEXURE-4

Bid Evaluation Criteria:-

Warehouse shall be used for warehouse activity and accordingly, the offers will be evaluated (but not limited to) on the following criterion / submissions. GGL shall reserve the rights to cancel the Bid if the Bidder do not submit necessary documents required to substantiate the below requirements or fulfill the requirements of GGL or not found to meet the other criterias mentioned in this RFP:-

- 28.1. Bidder shall be a registered Partnership / Proprietor Firm / Partnership Firm/
 Registered Company as per relevant Act (documents to be submitted Bidder shall submit copy of Certificate of Registration / Incorporation / Partnership Deed as documentary evidence towards adherence to the criteria specified herein.)
- 28.2. Bidder shall have executed minimum value a single order of Contract value of =/> Rs. 25

 Lakhs for Warehouse Management of Materials in last 5 year reckoned from the month in which this RFP is published.
- 28.3. Bidder should provide acceptance for carrying out work as per GGL Scope of Work and specifications (Bidder to submit *GGL Scope of Work attached as* **Annexure-1** and specification duly signed and stamped).
- 28.4. Area of Warehouse meeting GGL requirement mentioned in mentioned in Clause no. 7 (Bidder to submit proof of documents including location address with latitude and longitude to confirm to meeting GGL requirements mentioned in this RFP) along with letter of confirmation that the required area shall be provided from the effective date of Agreement.
- 28.5. The approach road leading from the main road / highway should be free from overhead cables etc. which may obstruct movement of loaded trailer, hydra, crane etc to the Warehouse. Also, the offered Warehouse should be usable for storage of various types of materials used by GGL some of which are mentioned in Clause no. 8 (to be evaluated during site visit by GGL team).

ANNEXURE-5 COMMERCIAL BID – OUTSOURCING OF WAREHOUSE FOR PUNJAB AND HARYANA

SR. NO	DETAILS RATE / SQ FT PER MONTH		AMOUNT PER MONTH				
A. SE	A. SERVICE CHARGE						
A1	Shri Hargobindpur, Punjab.						
A2	Bathinda, Punjab.						
А3	Sirsa, Haryana						
B. SE	ERVICE CHARGE PER MONTH (A1+A2+A						
C. SE	RVICE CHARGE FOR 3 YEARS (B X 36 Mo						
D. GS	ST IF APPLICABLE						
E. GR	AND TOTAL FOR 3 YEARS WITH GST						

NOTE:

- AS MENTIONED ELSEWHERE IN THE RFP, GGL REQUIREMENT IS, "OPEN AREA" 39,000 SQ. FT AND "COVERED AREA" - 4,000 SQ. FT, limited to, +/-10% (upto plus minus 10%) variation of Warehouse size shall be acceptable. However, commercial evaluation shall be done considering 39,000 Sq Ft Open Land and 4,000 Sq. Ft. Closed area)
- 2. Commercial Evaluation shall be
- 3. COMMERCIAL SHALL BE SUBMITTED AS PER THE ABOVE FORMAT, IN CASE OF SUBMISSION IN ANY OTHER FORMS, OR WITH MODIFICATION, SAME SHALL NOT BE ACCEPTABLE AND BID SHALL BE REJECTED.
- 4. COMMERCIAL SHALL BE SUBMITTED IN A SEPARATE ENVELOPE AND AS PER INSTRUCTIONS MENTIONED IN THE RFP.
- **5.** IN CASE THE BIDDER OFFERS WAREHOUSE AREA OVER & ABOVE OF GGL REQUIREMENT, SERVICE CHARGE SHALL BE PAID AS PER GGL ACTUAL REQUIREMENT.