GUJARAT INDUSTRIES POWER COMPANY LIMITED
P.O. RANOLI-391350, DIST: BARODA

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252
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TENDER DOCUMENTS FOR BI-ANNUAL RATE CONTRACT OF "FIRE & EMERGENCY RESPONSE SERVICES AT GIPCL, KHAVDA FOR THE YEAR: 2026-2028..

Tender No: MAT/MM/FIRE & SAFETY ARC/GIPCL/2026-28

BI-ANNUAL RATE CONTRACT OF "FIRE & EMERGENCY RESPONSE SERVICES AT GIPCL, KHAVDA FOR THE YEAR: 2026-2028.

INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

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NOTE:

All the Bidders should study entire Tender documents carefully & may Carry out Plant visit before quoting & submitting their online Bid to Understand scope of work and its importance.

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NOTICE INVITING TENDER (NIT)

Name of work	Bi-Annual rate contract for Fire & Emergency Response Services At GIPCL, Khavda For The Year: 2026-2028.
Place of work	Gujarat Industries Power Company Limited. 2375 RE Park Khavda, Great Ran of Kachchh, Dist: Bhuj
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in schedule of quantities & rates.
Contract period	Two years (02 Years)
EMD	**Rupees 93,000/- (Rupees Ninety-Three Thousand only)** by way of Demand Draft In favour of GIPCL payable at Baroda **OR** Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender	**Rs. 2,950/- (Rs. Two Thousand Nine Hundred Fifty only) with GST.** By Demand Draft/RTGS in favor of GIPCL payable at Vadodara.
Availability of online e-Tender document	On website: **https://www.nprocure.com from 03.11.2026**
Last date of online submission of offer	**25.11.2026 up to 17:30** PM hrs. on website: **https://www.nprocure.com**
Estimated cost of Tender as per SOR	**Rs. 1,26,02,523.76/- (Excluding GST) (Rupees One Crore Twenty six Lakhs Two Thousand Five Hundred twenty three and seventy six pisa only)**
Bid Validity	**Offer shall be valid for the period of 6 Month**
EMD Validity	**180 Days (6 – Month) from bid submission due date or as extended by GIPCL.**
Submission of EMD, Tender fee and other supporting documents for Technical Bid in physical form.	On or before due date 28.11.2026 during office hours at Gujarat Industries Power Company Limited. P.O. Ranoli, Dist: Baroda 391350.

It is prerequisite and necessary for all prospective bidders to visit the GIPCL-Khavda site location after downloading the tender copy from website: https://www.nprocure.com or https://gipcl.nprocure.com or www.gipcl.com to understand the actual working conditions, compliance related to Labour, safety etc. before submitting their offer either, failing which, any consequential liabilities arising will be to bidder's account.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc. may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.

2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.

3. The Bidders are required to quote the rate strictly as per the schedule of quantities & rates and conditions mentioned in the tender document, adhering to scope of work, General terms & conditions and special conditions of contract as well.

4. The Bidders are required to submit their Bids online only through the website **https://www.nprocure.com**

5. **The EMD, Tender Fees & other supporting documents are to be submitted in physical form only at the following address:**

   Deputy General Manager (Security, F & S)
   Gujarat Industries Power Company Limited
   P.O. Ranoli-391350,
   Dist: Baroda (Gujarat)
   Phone Nos.: (Direct) 2234301, EPABX (0265) 2232768, 2232213, 2230159,
   Extn: 4301, E-Mail: ajrathore@gipcl.com

   PLEASE NOTE THAT PHYSICAL COPY OF ALL THE ABOVE DOCUMETS SHOULD REACH TO GIPCL LATEST BY 17.30 PM ON DUE DATE 28.11.2026 OF TENDER.

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SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.4 MW comprising of various conventional and renewable projects. GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity 165 MW Naptha and gas based Combined Cycle Power Plant at Vadodara in 1997.

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. It commissioned 5 MW solar power station at SLPP in 2012. Also, GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. GIPCL has successfully commissioned a 2 x 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

The Company has commissioned the 100 MW Solar Project at the Raghanesda Solar Park, Banaskantha, Gujarat on 10.08.2021. The Company has also been allotted land for development of a 2375 MW Renewable Energy

The Company intends to award Bi-Annual Rate Contract for Security, Vigilance and Fire services for a period of Two years for its KHAVDA PLANT and is therefore inviting open tenders online through www.nprocure.com from experienced & resourceful contractors.

2. SCOPE OF WORK

2.1 The scope of work entails providing comprehensive Fire & Emergency Response Services at GIPCL-Khavda Plant, Gujarat. The services include Provide Fire firefighting Vehicle and Man-power apparatus, with a primary focus on ensuring overall fire safety services.

The proposed Fire & Emergency Response Services shall broadly include the following:

i. Deployment of firefighting vehicle (Multy-Purpose Fire Fighting Vehicle - water/foam type) on rental basis at Khavda
ii. Ensuring vehicle is fully equipped, operational, and available 24x7
iii. Provision of trained fire manpower (Fire Officer, DCPO (Driver -cum-Operator for Fire Engine), Firemen) in shift basis
iv. Round-the-clock fire prevention, protection, and emergency response services
v. Routine inspection and maintenance of firefighting equipment and systems
vi. Immediate response to fire incidents, electrical hazards, and emergencies
vii. Conducting fire safety training and mock drills for site personnel
viii. Provision and maintenance of required PPE & Fire Fighting Equipment.
ix. Compliance with all applicable fire safety regulations and standards (e.g., National Fire Service College guidelines)

x. Ensuring backup arrangements for vehicle and manpower to maintain uninterrupted services

2.2 The Contractor will be responsible for all functions related to firefighting, as well as any additional duties deemed necessary to enhance the Fire and safety of the site. The area of services may increase or decrease to any extent depending on the changing requirements of the project.

2.3 The Contractor must provide 24/7 Fire-Safety services as directed by the GIPCL (Gujarat Industries Power Company Limited) officials. In the event of any shortage in the number of Fire manpower, it is the Contractor's responsibility to promptly replenish the required Fire personnel, ensuring that no site or post is left unattended at any time. The Contractor acknowledges that the total number of Fire staff may vary based on different factors, and they will be required to adjust the manpower accordingly, as directed by GIPCL management with a 24-hour notice.

2.4 The Contractor must quote for both the minimum and maximum number of Fire personnel they can provide on demand within 24 hours, ensuring they can meet GIPCL's security needs as required.

2.5 **Please refer the detailed scope of work given in Section D.**

NOTE:

(a) The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.

(b) Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.

(c) All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

3. INSPECTION:

3.1 The day to day inspection for the work regarding Fire services shall be done by the GIPCL's Authorized Officer at site.

3.2 The Bidder's representative will visit to the GIPCL's premises every day to check the performance of Fire services.

3.3 The Bidder's senior Executive shall visit periodically to the GIPCL premises and note down the problems reported by the GIPCL's Authorized Officer and resolve the same within stipulated time.

4. PLANT VISIT:

4.1 It is perquisite and necessary for all interested Bidders to visit the Site/plant after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to Bidder's account. The Bidders shall examine the Site of work and its surroundings at his own responsibility. The Bidders shall collect information that may be

necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the Site visit shall be at Bidder's account.

4.2 The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

4.3 The submission of tender by a Bidder implies that he has visited the Site and read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works & specifications of the works to be done, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of Bidder's rate, pay any extra charges for any other reason in case the Bidder is found later on to have misjudged the Site conditions.

4.4 Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the Bidder from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, workforce, etc. Bidder has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.

4.5 BIDDER shall inspect the Site, examine and obtain all information required and satisfy himself regarding matters such as access to Site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, associated risks, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of manpower at Site, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of Site conditions shall not be accepted by GIPCL as basis for any claim for compensation. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

4.6 The rates quoted by Bidder shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the employee(s) of the company.

5. **ELIGIBILITY CRITERIA**

The following criteria shall be adopted for qualifying the Bidders for further proceeding.

5.1 Bidder should possess minimum Three years of experience during last five years in similar nature job in power plants / process industries/ Renewable Parks/Corporate Parks/Industrial Parks. Bidder shall submit necessary evidence for the same like attested copies of work orders /work completion certificates from clients where the work was completed. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-Bidder or subletting agency shall not be taken in to consideration.

5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending on last day of the month previous

to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

One similar completed/executed work each costing not less than the amount equal to Rs. 76 Lacs.

OR

Two similar completed/executed works each costing not less than the amount equal to Rs. 51 Lacs.

OR

Three similar completed/executed works each costing not less than the amount equal to Rs. 38 Lacs.

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion/execution certificates issued by clients.

5.3 Tender fee: The Tender Fee of Rs. 2950.00/- Rupees Two thousand Nine Hundred and Fifty only) shall be accompanied in form of RTGS.

5.4 EMD: The EMD of Rs. 93,000/- (Rupees Ninety-three Thousand only) shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause no. 7.

5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.

5.6 Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents are found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit them within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

5.7 Bidder should have average annual turnover of Rs.38 lacs for each of last three financial. **Year FY 2025-26, 2024-25, 2023-24**. Bidder shall furnish annual audited financial statement duly certified by a qualified Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The Balance Sheet and Profit & Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.

Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the Bidder shall submit the turnover certificate from a Chartered Accountant.

5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.

5.9 The net worth of the Bidder should be positive as evidenced from audited accounts of last financial year.

5.10 In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/Bidder shall be considered unless otherwise specifically mentioned in the tender.

5.11 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities

and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.

The Bidder should have minimum 10 Fire Fighter working under their payroll. A proof in this regard should be produced, along with technical bid. Before awarding the contract, it will be ensured that the agency is having the capacity to post required Fire Supervisor for Fire Safety duties. Work Order & performance certificates from 3 different clients where more than 15 Fire man have been provided should be furnished.

5.12 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.

- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Bidder shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Bidder shall be recovered from the pending bills or any other dues payable to the Bidder / Bidder, if any or otherwise through any other recourse available under the Laws.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof with EMD &Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the Site & consult the owner of the industry/property where similar job is executed by the Bidder. GIPCL reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

6. LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English language. Any printed literature furnished by the Bidder, written in another language shall be accompanied by an English translation for the purpose of interpretation of the Bid.

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

7.1 **An EMD of Rs. 93,000/- (Rupees Ninety-three Thousand only) and Non- refundable Tender fee Rs. 2950/- shall accompany with Bid.** Tender fee shall be submitted through on-line mode only while EMD shall be submitted through RTGS / on line mode/ in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only.

7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender under Section-F.

Bank for EMD DD Payable at :

Bank Name- Indian Overseas Bank
Branch- Jawahar Nagar
IFSC Code- **IOBA0000473**
Beneficiary Name- Gujarat Industries Power Company Limited
A/C No- **047302000000404**

Also, EMD & Tender Fee may be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per detail provided in Section-F (Annexure-D) herein under.

7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.

7.4 The EMD of the successful Bidder will be returned after payment of Security Deposit by successful Bidder.

7.5 The earnest money deposit will be refunded to the unsuccessful Bidder as soon as the tender is finalized and after award of LOI/Work Order.

7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.

7.7 No interest shall be payable on EMD.

7.8 The EMD will be forfeited if the Bidder (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

7.9 Schedule of EMD & Tender Fees

EMD & Tender fee and other documents dully signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: Deputy General Manager (Security, F & S) Gujarat Industries Power Company Limited P.O. Ranoli-391350, Dist: Baroda (Gujarat) Phone Nos.: (Direct) 2234301, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4301, E-Mail: ajrathore@gipcl.com

The envelope shall be clearly marked with "Tender Documents for "Bi-Annual rate contract for Fire & Emergency Response Services At GIPCL, Khavda .."

8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the e-portal system within the dates specified in the NIT along with the details of Tender Fee, EMD in two parts as under:

(a) Pre-qualification and Techno-commercial Bid without price.
(b) Price Bid.

(a) Pre-qualification and Techno-commercial Bid without price:

The tender document duly signed in all pages without price bid along with Techno commercial deviations, if any, shall accompany the bid. The following Information shall be provided in the techno commercial bid:

I. Qualification and experience of Site in-charge. (If applicable)
II. Schedule of deviation (Annexure-G) Technical as well as commercial, if any.

III. Qualification & experience of Field Supervisors/Field Officers.

The following supporting documents shall also be submitted along with EMD & Tender Fee in physical form:

i The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
ii Proof of experience meeting the minimum eligibility criteria as mentioned in tender document.
iii Performance certificate issued by clients.
iv Previous work order copies.
v Details of present work order (if any)
vi Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
vii P.F Number and Allotment Letter.
viii PAN Number.
ix FIRE TENDER TECHNICAL COMPLIANCE CHECKLIST should be filled manually duly seal & signed in all pages.
x Goods & Service tax registration number/certificate copy.
xi e-Auction USER ID generated on nProcure website- https://eauction.nprocure.com.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through e- portal system.
   Note: Estimate includes cost of all manpower, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc.
2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____%age above the estimated value." Negative %age will not be considered.**
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
   .

B: METHOD OF TENDERING/SIGNATURE ON BIDS

(i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
(ii) Bid by a consortium/joint deed of undertaking of company/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
(iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e. by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.

(iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
(v) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
(vi) Bids not conforming to the above requirements of signing shall be disqualified.

9. MODIFICATION AND WITHDRAWAL OF BIDS

a) The Bidder may modify or withdraw the bid prior to the deadline prescribed for submission of bids.
b) No Bid shall be modified subsequent to the deadline for submission of Bids.
c) No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

10. POLICY FOR BIDS UNDER CONSIDERATION

a) Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
b) While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Officer in-charge, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

11. EFFECT AND VALIDITY OF THE BID

a) The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.
b) The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

12. OPENING OF BIDS

12.1 The GIPCL will open the pre-qualification/Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.
12.2 Preliminary Examination:
12.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by Bidder, for authentication of documents submitted and completeness of the Bids.
12.2.2 Arithmetical errors will be rectified on the following basis:
a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the Bidders.
b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the Bidders.

13. EVALUATION & COMPARISON OF BIDS

13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.\

13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective Bidders, the decision of Tender Committee will be final.

13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.

13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.

13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.

13.7 For the above referred purpose, a 'material deviation' shall be one:

a) Which affects in any substantial way the scope, quality or performance of the contract, or
b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

14. RIGHT OF REJECTION OF TENDERS

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.

14.2 Any Tender without EMD and/or Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. AWARD OF CONTRACT

15.1 GIPCL will award the contract to that Bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the Bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

15.2 The successful Bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

15.4 GIPCL reserves the right to split the contract quantity between vendors.

16. CONTRACT PERIOD

16.1 The contract will be for a period of **02 years** from the date of actual commencement of operation of the contract as stated in the Work Order.

16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and without entering into any new contract.

16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Bidder.

17. ASSIGNMENT AND SUB-LETTING

The Contractor shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency.

18. CONTRACTOR'S OBLIGATIONS

Please refer the detailed scope of work given in Section D for the Contractor's obligations

19. CLARIFICATION OF BIDDING DOCUMENTS

If a Bidder requires further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by Email at the GIPCL's mailing address ajrathore@gipcl.com as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

20. TIME SCHEDULE

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'.

21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS & SPECIFICATION

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GIPCL.

All such interpretations and clarifications shall form a part of the Bid documents.

22. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only.

23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.

Note: Interested Bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non-participation of e-tender due to probable technical problem in e-tender system.

24. QUANTITIES

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by security in charge of GIPCL.

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

After commencement of the work, GIPCL, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the security in charge shall inform the fact for thereof to the CONTRACTOR and contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format and same can be downloaded from the website https://tender.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com .

2. Price bid should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.

3. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India

4. All bids should be digitally signed. The Bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement.

   (n) Code Solutions - A division of GNFC Ltd.
   403, GNFC Infotower, S.G Road,
   Bodakdev, Ahmedabad – 380054 (Gujarat, India)
   Tel No-7359021663
   E-mail: nprocure@ncode.in

Interested Bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non-participation.

REVERSE AUCTION:

1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform after opening of the Price Bid depending on quoted price of various bidders.
2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible Bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest Bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified Bidders before start of e-Reverse Auction.
4) After e-Reverse Auction process, L1 Bidder shall be decided on Lowest Total Contract Price.
5) Quotations below SoR value shall not be considered.
6) In case bidding below SoR in e-reverse auction, the vendor will be evaluated at SoR only. In case of more than 1 Bidder quoting at SoR/at same price, the financial networth of preceding financial years will be the criteria for deciding merit order.

7) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on https://eauction.nprocure.com that the Bidder shall be allowed to participate the eReverse Auction.

8) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required

9) for participating in online e-reverse bidding, then the Bidder can contact the following office

10) for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Tel No-7359021663
E-mail: nprocure@ncode.in

Bidder may visit https://tender.nprocure.com/html/faq.asp for information regarding e tendering registration process.

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SECTION- C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a **Contract Security Deposit** in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount **equivalent to 10% (Ten) of the annualized contract value** (excluding GST) from any bank listed in format of bank guarantee and it shall guarantee the faithful Performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

The security deposit will be returned to the Vendor / Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of security deposit (SD) will result in equivalent late release of entire SD after guarantee period.

In case if any liabilities arising out of this contract to GIPCL due to the default on the part of the bidder in carrying our various job / functions, the same will be deducted while refunding the security deposit.

2. RECOVERY CLAUSE:

(i) In case of any damage of equipment / machinery due to negligence of contractor or any other reasons attributed to contractor the decision of GIPCL officer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and / or retention money / security deposit.

(ii) If the contractor fails to execute the work as per directions of GIPCL officer-in charge within the time frame given in work order and as per day to day instructions by GIPCL officer-in charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

3. DEDUCTIONS FROM CONTRACT PRICE:

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the contractor is liable, shall be recovered by the GIPCL. The contractor shall pay all such claims within 15 days of claim failing which the same shall be deducted from the bills of contractor.

4. TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (OHSAS policy of GIPCL) etc then GIPCL has right to terminate the contract at any time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days advance notice to the contractor if any of the following events occur –

i. Contractor is adjudged as insolvent.
ii. Contractor has abandoned the contract.
iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
v. Contractor repetitively violating the safety norms for more than three incidents.
vi. Any major contradiction of applicable labour laws.
vii. Any major deviations from contractual terms and conditions including quality of job.
viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

5. FAILURE & TERMINATION

If the CONTRACTOR, after receipt of a written notice from GIPCL/Fire In-charge requiring compliance with the issued drawings, instructions, or directions, fails to comply within seven (7) days from the date of such notice, GIPCL or the Fire In-charge (GIPCL Representative) shall be entitled, without prejudice to any other rights or remedies available under the Contract, to engage any other agency or agencies to execute such work as may be necessary to ensure compliance.

All costs, expenses, and incidental charges incurred by GIPCL in connection with the execution of such work shall be recoverable from the CONTRACTOR. Such amounts shall be certified by the Fire In-charge (GIPCL Representative) and shall be treated as a debt due from the CONTRACTOR to GIPCL. GIPCL shall have the right to recover the same either by direct payment from the CONTRACTOR or by deduction from any amounts due or becoming due to the CONTRACTOR under this Contract or any other contract with GIPCL.

6. SETTLEMENT OF DISPUTES

a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act-1996, as amended from time to time. The place of arbitration shall be at Vadodara.
b. Work under the contract shall be continued by the Bidder during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

7. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Head of Management (HOM)-GIPCL will be final and binding on the Bidder.

8. EMPLOYEE'S COMPENSATION INSURANCE

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The Contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The E. C. Policy should be obtained from Baroda/Surat Jurisdiction (As per Work Location) and shall be assigned to GIPCL. EC policy should cover the specified contract period.

Contractor shall also obtain additional off-duty coverage insurance policy for all his manpower.

9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

The Contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the Bidder from time to time for performing the contract job.

2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Bidder shall be employee of the Bidder.

2.2 The Contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at Baroda Site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.

2.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the

employees employed by him at Baroda Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the Bidder from GIPCL.PF code of Gujarat region should be taken.

2.4 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.

2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act1970, Employees Provident Fund Act etc. Under intimation to HR&A Department.

2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

2.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.

2.8 The Contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The Contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.

2.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.

2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.

2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.

2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the Contractor. The Security deposit will be released to the Contractor at the end of the contractual tenure subject to an undertaking by the Contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the Contractor before the appropriate authority under the I.D. Act, 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

2.13 The Contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.

2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.

2.15 The Contractor shall conduct pre-induction and periodic medical checkup of his workmen/guards as per applicable laws.

2.16 The Contractor shall be solely responsible for any accident caused to his guards and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.

2.17 The Contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of

registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

2.18 Contractor shall have to insure his guards /supervisors etc. under Group Insurance scheme.

2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory

2.20 Act, Employee Compensation Act, Payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws/Acts in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.

2.21 Documentary evidence of deposit of PF paid shall have to be produced by the Contractor along with the next bill.

2.22 Records as per the provisions of various statutory Acts will have to be maintained by the Contractor and submitted as and when required.

2.23 All employees of Contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Contractor to remove any such person who does not comply with it.

2.24 The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

2.25 **Annual Health Check Up**:- As per statutory requirement, Contractor has to inform his staff deployed at Baroda for annual health check-up as per schedule prepared by HR&A department.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the manpower employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week's time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each of his manpower stating therein the nature of job to be performed by him and fix time for which the concerned guards, etc. are likely to be deployed. Bidder shall also issue a temporary identity card specifying the period for which the guards, etc. has been deployed.

7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the Contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of Contractor.

10. PAYMENT OF WAGES

Contractor shall make payment to his workmen through on-line mode only. Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running/final bill or Security Deposit of the contractor.

11. ACCIDENT TO WORKMEN

Contractor shall be fully responsible for injury or death of any of his workmen due to any act omission / indiscretion on his part while undertaking the work and Contractor shall fully abide by the statutory requirements of the employee's compensation act. GIPCL shall not be liable for any compensation due to accident, death or injury to any of Bidder's workmen or any third party due to negligence, act or omission on contractor's part.

12. LIGHTING

Necessary illumination at works area will be provided by GIPCL.

13. NIGHT/SUNDAY/HOLIDAY SHIFT

The Contractor shall depute qualified and adequate resources on night shift /Sunday /holidays for any emergency job, which may come up at night/Sunday/holiday.

14. SAFETY ASPECT

Contractor shall observe all the safety and security rules and regulation of the GIPCL which are at present in force and which may come into force during the pendency of the contract. Any violation of any rules and regulations will entail immediate termination of the contract.

The contractor has to submit the list of required safety gears along with safety equipment available with him to the Safety Deptt. Safety Deptt will check for quantity and quality of the safety gears and then give permission of work. Poor quality material will not be allowed inside the Plant. If quantity of required safety equipment is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Plant.

15. GENERAL SAFETY CLAUSES:

1. The Contractor shall observe and comply, with regard to his workmen working at the Khavda Site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the RE Site Khavda premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the Contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of GIPCL.
   Such as:-

   Helmet:

Sr No.	Model	Company	Specifications
01.	Tough Hat, HP-TH	Sure Safety	IS : 2925 – 1984, ANSI / ISEA Z89.1-2009
02.	V-Gard	MSA	
03.	PN 521 - Shelmet	Karam	

   Safety shoes:

Sr No.	Model	Company	Specifications
01.	Acme Fabrik plast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.		TRIMAX(Adjacent) – Double Density	
03.	Favourite Safety Products.	Waves Nile D/D	
04.		FSP Nile DD	

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the Safety Department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety Department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of Contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The Contractor has to maintain the PPE Issue Register with signature of workmen.

6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The Contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that Contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security Department and their entry shall be cancelled for movement inside the plant premises with immediate effect.
10. The Contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SITE .
11. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
12. The Contractor shall comply with all the new requirements related with safety as informed by the HOD / Safety department from time to time.
13. Penalty to be imposed for Violation of safety norms is proposed as follows: -
14. The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the Contractor as per the table mentioned below:

Category	**Classification**	**on Examples / Cases**	**Penalty**
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	Rs. 500 /- per instant. After three incidence, Per incidence Rs.2500/- Continuous unsafe acts will disqualify the Contractor from further participation in tender of GIPCL - .
		Unsafe working practices at height more than 3 meters	
		Working without permit or noncompliance with permit	

		conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act 1948 etc..	

Penalty so levied against the Contractors and company employees will be used during the observation of National Safety Day.

The Contractor, workmen following good safety practices in their work area continuously will be rewarded / honored on National safety day.

16. REJECTION OF WORK.

If, as a result of inspection, examination or testing, the GIPCL's Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/ GIPCL's Representative may reject such plant, materials, work or workmanship and shall notify the CONTRACTOR promptly, stating his reasons. The CONTRACTOR shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship, GIPCL reserves the right to deduct or withhold amount against rejected work or Workmanship. CONTRACTOR shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Contractor failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the CONTRACTOR and deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR's dues.

If the GIPCL/Engineer/GIPCL's Representative requires such materials, work or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the GIPCL additional costs for the traveling and lodging costs of GIPCL's personal for attending the retest, such costs shall be recoverable from the CONTRACTOR by the GIPCL and may be deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR.

17. GENERAL TERMS AND CONDITIONS:

a. All tools & tackles, manpower, equipment, vehicles, etc. to execute the contract are in the scope of the Contractor. The Contractor should ensure that tools& equipment are in healthy condition.
b. The decision of the controlling officer of GIPCL shall be final and binding on the Contractor for defining the terms and condition included in this contract.
c. If the work is not found satisfactory, the controlling officer of GIPCL reserves the right to take suitable action.
d. Contractor shall depute Location wise full time independent experienced Site-in charge and two nos. of independent Site supervisors at Site. They shall co-ordinate

with GIPCL officer in-charge and shall bear overall responsibility of contract including duty deployment, billing etc. Such person shall function from Site office of Contractor at Baroda.

e. Contractor shall also nominate one safety supervisor at Site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all manpower working under this contract. He shall coordinate with security department's officer-incharge on daily basis and report daily observations, tool-box talk records etc.

f. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.

g. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.

h. The contractor has to take EC insurance policy for his workmen. The contractor has to submit labor license and PF account number to the officer in-charge before starting the work.

i. Contractor shall mobilize the resources as per need within the period of twenty-four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.

j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.

k. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes& safety helmets, standard dust masks, safety goggles, etc… as required and shall use exclusively under this contract for all the time during working at specified locations failing which, security in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), security in-charge may take necessary action against the contractor, including appropriate financial penalty and/or termination of contract.

l. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.

m. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activity and complete the jobs as per the time given by and under the supervision of the officer-In-charge and shall ensure that sufficient manpower is deployed for the same.

n. The contractor has to submit daily reports showing work carried out with details of available manpower, etc.

o. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Contractor shall confirm whether his organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.

p. The Contractor shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.

q. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards.

r. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/guards work in accordance with them.

s. The contractor shall submit his monthly RA bill within three days of the completion of a calendar month. It must be supported by authentic/original documents, which clearly indicate complete compliance of all statutory provisions/ acts.

t. The contractor must pay entitled wages of all the security personnel within seven days of completion of the calendar month. Any delay in payment of wages shall constitute a statutory violation for which appropriate legal action may be taken by GIPCL as per Contract Labor (Regulation & Abolition) Act, 1970. Payment received from GIPCL should not in any way be linked to the payment of wages to the security personnel.

u. Wages of security personnel to be paid by the contractor after statutory deductions, if any, and payment of wages should be as per payment of wages Act and Factory Act.

v. Earnest Money Deposit (Non-interest bearing) along with the pre-qualification bid will be converted as Security Deposit (non-interest bearing) in case of successful Bidder and will be returned only after satisfactory completion of the BRC.

w. EMD amount of unsuccessful bidders will be refunded once LOI/WO is issued to successful bidder for new BRC.

x. The biennial rate contract shall be valid for a period of Two years and on completion of the same it will stand terminated unless it is extended/ renewed as per mutual agreement.

y. GIPCL can terminate the BRC at any time by giving 15 days' notice in case performance of the Contractor is found to be unsatisfactory or for any other reasons deemed fit for termination. On the other hand, the Contractor would be required to extend the contract for a period of 3 months at the same rates, terms & conditions on completion of the contract period, if so desired by GIPCL.

z. GIPCL shall also conduct an orientation program appraising the workmen regarding the safety norms and measures to be observed during work operations at the plant Site.

18. FACILITY TO BE PROVIDED BY GIPCL

A. The Company shall provide the following facilities to the contractor at the site.

a Electricity & Water at nearest available one point. Further distribution to be done by contractor at their cost.

b Quarter(s) for Supervisor/ employees on GIPCL's Facility at direction of GIPCL if available. Accommodation (Flooding & lodging of crew)

c First aid facility available.

Apart from the above, No other facility shall be provided by GIPCL.

B. GIPCL shall also conduct an orientation program appraising the workmen regarding the safety norms and measures to be observed during work operation at RE Site.

19. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/-Lakh to all his workmen/guards deployed at GIPCL site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

20. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.
For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

21. INDEMNITY

The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

In case, in any litigation pertaining to manpower employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

22. GOVERNING LAW AND JURISDICTION

This tender document and contract shall be governed by the laws of India and the Courts at Baroda/Surat shall have jurisdiction regarding the same.

23. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Condition of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall prevail to the extent of such repugnancy of variance.

SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1.DETAIL SCOPE OF WORK:

The scope of work entails providing comprehensive Fire and Emergency response services at GIPCL-RE Site Khavda , Gujarat. The services include firefighting, Emergency responce and the management of Fire & Safety apparatus, with a primary focus on ensuring overall fire safety services.

The Contractor will be responsible for all functions related to Fire and Emergency response, as well as any additional duties deemed necessary to enhance the safety of the site. The area of services may increase or decrease to any extent depending on the changing requirements of the project.
The Contractor must provide 24/7 Fire and Emergency response services as directed by the GIPCL (Gujarat Industries Power Company Limited) officials. In the event of any shortage in the number of Fireman, it is the Contractor's responsibility to promptly replenish the required Fire personnel, ensuring that no site or post is left unattended at any time. The Contractor acknowledges that the total number of Fire staff may vary based on different factors, and they will be required to adjust the manpower accordingly, as directed by GIPCL management with a 24-hour notice.

The Contractor must quote for both the minimum and maximum number of Fire personnel they can provide on demand within 24 hours, ensuring they can meet GIPCL's security needs as required.

Please refer the detailed scope of work given below: -

1.1 SPECIFIC REQUIREMENT

Fire Safety Role

1. The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract. Qualification of the fire safety staff is prescribed below:

a)	Fire Supervisor	12th pass,06 months' fireman course with minimum 3 years of experience, below the age of 55 years
b)	Fire Driver cum Operator	12th pass,06 months' Fireman Course, Valid Heavy Vehicle License, minimum 2 years of experience, below the age of 50 years.
c)	Fireman	12th pass,06 months' fireman course with minimum 1 year of experience, below the age of 50 years.

2. The Contractor shall be responsible for all fire safety control and overall supervision of fire safety personnel deployed by him and shall observe all rules and regulations of the GIPCL. The fire safety personnel deployed shall be smart, in proper uniform, properly groomed, should maintain discipline and decorum.

3. The Contractor shall deploy the necessary Fire Fighting Equipment at critical sites as required by the Fire Safety Officer of GIPCL. The Contractor shall also conduct the weekly inspections and replenish any Fire Fighting Equipment found to be faulty, non-functional or empty. The Contractor shall comply with the industrial Fire Fighting Standard Operating Procedures and any failure to comply to the would invite necessary penalties as deemed fit the management of GIPCL.

4. Contractor shall be responsible for providing Fire services at GIPCL as per requirement. In the event of any shortfall in the number of fire personnel for any reasons whatsoever it will be contractor's responsibility to replenish the requisite number of fire personnel and ensure that at no time post will be left unattended.

5. It must be clearly understood by the contractor that the total strength of the fire personnel may be differing depending upon various factors. Contractor will reduce or increase strength as required after consulting head of Fire/Fire department, GIPCL.

6. Fire personnel deployed at site by contractor must be well trained and motivated, smartly dressed and have a disciplined conduct expected of Firemen. The fire personnel shall not be found drunken or under influence of drugs while they are on duty. They should be physically and mentally sound with good eye sight.

7. The contractor shall be responsible for overall administration and discipline of the security and fire personnel deployed by him as well as for maintenance of equipment required for efficient performance of duties as per the scope of work and maintain good housekeeping as required by company.

8. The security and fire personnel so provided shall be contractor's employees, wholly under contractor's direct administrative control and supervision and contractor will be held solely responsible to take disciplinary action against them if they indulge in any act of misconduct within the premises of the GIPCL or outside during the tenure of the contract.

9. Adequate reserve for security and fire personnel will be maintained for providing weekly off to security and fire personnel.

10. Any shortfall in strength may attract penalty up to Rs.250/- per infringement per day for each day. Decision of head of Security/Fire department will be final in this matter.

11. Contractor will ensure that payment is made to his fire staff by 7th of every month. The penalty up to Rs.250/- per infringement per day for each day of default may be imposed.

12. Any lapses/ violations by the contractor of any of the terms and conditions, general and statutory requirements as specified in this bid will be penalized by GIPCL. Defaults like vacant Post/ indiscipline/ sleeping on duty/ intoxication etc. committed by the security & fire personnel will invite appropriate punitive measures as decided by competent authority of GIPCL.

13. GIPCL reserves the right to increase and/ or decrease and also to change the norms regarding deployment of Fire personnel due to exigencies of prevailing conditions, without giving any reasons. Payment to the contractor will be made as per actual duty performed and number of security & fire personnel deployed in a month and as per quoted rates.

14. At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labour engaged at the GIPCL is done and necessary documents regarding the

same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.

15. The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like helmets, masks, gum boots, a uniform (Minimum 03 pairs for AMC/ARC) and other necessary PPEs for properly undertaking the

operations involved under this contract. Following are also to be issued by contractor:

S.NO.	ITEMS	QUANTITY	REMARK
1	Uniform (yearly)	02 pairs with all accessories	Cap, belt, lanyard, whistle,
2	Safety shoes	01 pair	Yearly
3	Woolen Jersey	01	Yearly
4	Raincoat	01	Yearly
5	Gum Boot	01	Yearly
6	Torch (Re-chargeable)	As per requirement	

16. The contractor will issue good quality of uniform and other PPEs as mentioned above within 30 days of taking over the contract, failing which penalty of Rs.250/- per default will be imposed till issuance of all the PPEs to the entire fireman deployed in the plant.

17. Contractor shall nominate /authorize senior experienced person in writing as site in-charge to co-ordinate with GIPCL Fire Officer (in-charge) and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at Site or Site office allotted to the contractor at Site. Contractor has to submit the authority letter and documentary proof for the same.

18. The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL Fire Officer (in-charge) for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by Fire Officer (in-charge).

19. The Contractor in co-ordination with the GIPCL Fire Officer (in-charge) shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis.

20. Contractor's supervisor will be responsible for complete supervision of the workforce engaged by him. He will be responsible for distribution of the duty posts as per requirement and arrangement for replacement of shortfall of personnel. He will also maintain all relevant records and report regularly as required under rules.

21. During emergency or similar situations, the Contractor shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges & the same will be recovered from the Contractor's bill.

22. Important Note: Whenever any of the RE Site at Khavda remains under outage due to any reason attributed to Fire, the contractor shall mobilize sufficient work force at Site within a period of twenty-four hours from the time of intimation to the Site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources will be

viewed very seriously and will invite appropriate punitive measures as decided by competent authority of GIPCL.

23. During working in high risk area like the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

24. In case of fire or any other emergency or if Company receives call from OCR (Off Site Industrial Emergency Control Room)/ Disaster management or any other Central Control and Monitoring Room, Contractor shall attend to the emergency and assist the fire crew or emergency service personnel as per the instruction of GIPCL's Authorized Officer.

25. All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of Contractor in his quoted rates.

Technical Specifications for Multipurpose Fire Tender generally
As per IS 10460 with Chassis & Accessories

A. FIRE TENDER RENTAL – TECHNICAL COMPLIANCE CHECKLIST
Section 1 – Vehicle & Chassis

Sr. No.	Parameter	Tender Requirement	Complied (Y/N)	Offered Specification	Remarks
1	Vehicle Age	Not older than 3 years			
2	Vehicle Registration	Commercial Fire Tender			
	Vehicle Chassis No .				
	Vehicle RC No.				
3	GVWR Adequacy	Water/Foam Load + 20% Margin			
4	Engine Power	Min. 10 HP/Gross Ton			
5	Emission Standard	BS-VI Compliant			
6	Ground Clearance	Minimum 250 mm			
7	PTO System	Full Torque Pneumatic/Hydraulic			
8	Emergency Lighting	Provided			
9	Siren & PA System	Provided			
10	Scene Lighting	LED Mast/Work Lights			
11					

Section 2 – Water & Foam Tank

Sr. No.	Parameter	Requirement	Complied	Offered	Remarks

1	Water Tank Capacity	≥ 4000 Liters			
2	Water Tank Material	SS316L / HDPE			
3	Foam Tank Capacity	≥ 1000 Liters			
4	Foam Tank Material	SS316L / Certified FRP			
5	Internal Baffles	Longitudinal & Transverse			
6	Water Level Indicator	Visual + Digital			
7	Foam Level Indicator	Visual + Digital			
8	Drain Valve	50 mm Minimum			

Section 3 – Fire Pump System

Sr. No.	Parameter	Requirement	Complied	Offered	Remarks
1	Pump Capacity	≥ 2000 LPM @ 8.5 Bar			
2	Pump Material	Gunmetal / Stainless Steel			
3	Priming System	Automatic			
4	Suction Lift Capability	7 m			
5	Priming Time	< 30 Seconds			
6	Pressure Governor	Provided			
7	Foam Proportioning	Automatic			
8	Foam Settings	1%, 3%, 6%			

Section 4 – Monitor & Hose Equipment

Sr. No.	Parameter	Requirement	Complied	Offered	Remarks
1	Roof Monitor Range (Water)	≥ 45 m			
2	Roof Monitor Range (Foam)	≥ 40 m			
3	Delivery Outlets	Minimum 2 Nos.			
4	Hose Reels	Minimum 2 x 30m			
5	Delivery Hoses	Minimum 4 Nos.			
6	Suction Hoses	Minimum 2 Nos.			
7	Branch Pipes	Complete Set			
8	Foam Nozzles	Available			

Section 5 – Loose Equipment & Rescue Tools

Sr. No.	Equipment	Requirement	Complied	Offered	Remarks
1	Fire Axe	1 No.			

2	Crow Bar	1 No.			
3	Bolt Cutter	1 No.			
4	Safety Rope	2 Nos.			
5	Extension Ladder	10.5 m			
6	Generator	2 kVA			
7	Hydrant Key	1 Set			
8	Breeching Collectors	1 Set			
9	Adapters	Complete Set			

Section 6 – Safety Equipment

Sr. No.	Equipment	Requirement	Complied	Offered	Remarks
1	SCBA Sets	Minimum 2 Sets			
2	DCP Extinguishers	4 x 75 kg			
3	CO_2 Extinguishers	4 x 22.5 kg			
4	First Aid Kit	Industrial Standard			
5	Burn Treatment Kit	Included			
6	Fire Proximity Suit	As Required			
7	Fire Helmet	As Required			

Section 7 – Crew Competency

Sr. No.	Requirement	Complied	Remarks
1	HMV License		
2	Hazardous Goods Endorsement		
3	Fire Fighting Training Certificate		
4	Pump Operator Certificate		
5	Medical Fitness Certificate		
6	Vision Test (6/6)		
7	Audiometry Test		

Section 8 – Statutory Documents

Sr. No.	Document	Verified (Y/N)	Valid Up To
1	RC Book		
2	Insurance Policy		
3	Fitness Certificate		
4	PUC Certificate		
5	Driver License		
6	Crew Certificates		

B. BIDDER TECHNICAL DATA COMPARISON SHEET

Parameter	Requirement	Complied	Offered
Vehicle Age (Years)	≤3 Years		
Water Tank Capacity (L)	≥4000		
Foam Tank Capacity (L)	≥1000		
Pump Capacity (LPM)	≥2000		
Monitor Throw Water (m)	≥45		
Monitor Throw Foam (m)	≥40		
Hose Quantity	≥4		
SCBA Sets	≥2		
Ladder Length (m)	≥10.5		

Crew Qualification	Mandatory		
Medical Fitness	Mandatory		
Insurance Coverage	Mandatory		
Breakdown Response Time	≤4 Hrs		
Replacement Vehicle	≤24 Hrs		
Maintenance Coverage	Vendor Scope		
Mobilization Time	≤15 Days		
Monthly Rental Rate	Commercial Score		

1.2 FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty-four hours' notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 10% overhead charges. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days' notice to the contractor & this will be binding to the contractor.

"Any breakdown exceeding '48' hours without a replacement vehicle will incur a financial penalty deducted from the monthly rental invoice." This ensures the rental agency maintains the truck proactively.

1. Breakdown Notification & Clock Start: Maximum 15-minute window.
   Site safety officer logs a formal breakdown via email/SMS to the vendor's designated coordinator. The contract penalty clock begins the exact minute this message is transmitted.

2. Mechanic Deployment & Mobilization: Must arrive within 4 hours.
   The vendor must dispatch a qualified technician with a mobile tool kit and standard critical spares (belts, gaskets, basic electrical components) to the site.

3. The 24-Hour Resolution Milestone: Maximum allowable repair window.
   If the vehicle cannot be restored to 100% operational readiness within 24 hours from the initial notification, the vendor is legally obligated to route a temporary replacement vehicle of equal or greater specifications to the site.

4. Penalty Formulation & Deductions: Applied directly to monthly invoice.
   Every hour of vehicle unavailability beyond the initial 4-hour grace window incurs a penalty (e.g. INR ₹200 per hour). If downtime exceeds 48 hours without a replacement vehicle, the client reserves the right to hire a third-party fire tender at the vendor's total financial risk and expense.

1.3 SCOPE OF THE CONTRACTOR

i. Deployment of firefighting vehicle (Multy-Purpose Fire Fighting Vehicle - water/foam type) on rental basis at Khavda.
ii. Ensuring vehicle is fully equipped, operational, and available 24x7
iii. Provision of trained fire manpower (Fire Officer, DCPO (Driver -cum-Operator for Fire Engine), Firemen) in shift basis

iv. Round-the-clock fire prevention, protection, and emergency response services
v. Routine inspection and maintenance of firefighting equipment and systems fire fighting Vehicle maintenance and consumable replacement & Filling.
vi. Immediate response to fire incidents, electrical hazards, and emergencies
vii. Conducting fire safety training and mock drills for site personnel
viii. Provision and maintenance of required PPE & Fire Fighting Equipment.
ix. Compliance with all applicable fire safety regulations and standards (e.g., National Fire Service College guidelines)
x. Ensuring backup arrangements for vehicle and manpower to maintain uninterrupted services
xi. First time consumable (Diesel Tank, Water Tank, Foam Tank) shall be filled by the contractor as per the full capacity of the tank. also provide the CO2 fire extinguisher, DCP Fire Extinguisher as per the required quantity in checklist.
xii. **FUEL REFILING CHARGES & FUEL PRISE VARIATION as below:**

1. The rates quoted by the Bidder shall remain firm throughout the contract period. **Price of Diesel has been considered for Rs.99 per ltr. During tendering,** for this bid purpose. If the price of petrol / diesel is increased / decreased, the formula will be based on 1 ltr. of diesel for over 03 Kms. average.
2. The formula is considering fuel average as 1 ltr fuel either diesel = 3 KM mileage.
3. The increase / decrease will be given on per kms., basis. For e.g. if the price of diesel is increase by 90 paisa per ltr then 90 divided by 3 kms. = 30 paisa per kms. Price variation will be on actual kms. usage only.
4. Fire Fighting Running Fixed KM 500 KM / Month (Formula is 500*33=16500 Rs / Month)

FFV Actual Running KM
• **FFV fuel consumption average – 3 Km / 1 Ltr.**
• **Price / Ltr – 99 Rs.** • **Price / Km – 33 Rs / Km**

1.4 DAILY DIARY AND PROGRESS REPORT :

A daily Duty Register will be kept in the Fire office. The Contractor will supply all detailed information every day at 9:00 hours for the day preceding and the register will be jointly signed by GIPCL's officer in-charge and the Contractor's representative, every day in token of its correctness. Contractor's representative will similarly prepare daily Attendance Summary Sheet and obtain signature of GIPCL's officer in-charge and the Head of security. The Contractor's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

2. PRICE & RATES

(a) The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all manpower, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, safety equipment & PPEs, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc. and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The

quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under the contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipment, materials, etc.

(b) The price/rate quoted by CONTRACTOR shall be considering mobilization of all required manpower, tools & tackles, materials, equipment for timely and satisfactory completion of all scope of work.

(c) The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remain unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL officer in-charge.

(d) The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for manpower, machinery, overhead expenses etc. except for variation in Minimum Wages rate.

(e) **Variation in Minimum Wage Rate:**

i. GIPCL shall pay to the Bidder a lump sum rate per month plus Government Service Taxes as applicable from time to time, for carrying out the above jobs effectively & efficiently for the fulfillment of this agreement.

ii. GIPCL shall reimburse the PF amount based on actual manpower deployed. PF amount shall be reimbursed on actual contribution deposited and on submission of proof for the same by the Bidder.

iii. The increase or decrease in basic rate as per Minimum Wage Act by the Government will be calculated and effect will be given with effective date as per Government notification.

iv. The increase or decrease in Special Allowances **(if applicable)** as per Minimum Wage Act notified by the Government will be reimbursed separately at the end of Month period on actual basis, subject to successful compliance of all obligations under the Contract.

v. Minimum Wage Rates prevailing during 01/04/2026 to 31/09/2026 will be the benchmark rates for the purpose of calculating the said increase or decrease, as stated at clauses (c) and (d) above.

3. CONTRACT PERIOD

Contract period will two years from the date of issue of LoI or Work Order whichever is earlier. Mobilization period will be 07 to 15 days from the date of issue of LoI or Work Order, whichever earlier.

4. TERMS OF PAYMENT

The contractor shall raise the location wise separate running invoices in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 15 days of such receipt of a complete invoice as per the following terms of payment:

(i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.

(ii) Security deposit at 10% of Annual contract value excluding taxes & duties shall be submitted as per clause no.: 1 of Section-C.

(iii) GST shall be paid along with bills after fulfilment of following terms:

(a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
(b) Citing the Goods and service Tax Registration no. and the date of issue of registration certificate on invoices.
(c) Claim of GST amount with percentage (%) separately shown on the invoices.
(d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
(e) The Bidder shall inform the GIPCL in the event of cancellation of its registration certificate cancelled or discontinued for whatsoever reason.

(iv) The Contractor shall furnish the checklist as per ANNEXURE-A enclosed with the Section-F of tender document along with the RA bill of respective month.
(v) While making running account payment, the following deductions may be made by GIPCL, if applicable:

1. Cost of material issued, if any, by GIPCL & to the extent consumed in the work.
2. Security deposit recoverable if any.
3. Advance on materials / work progress advance payments, if any.
4. LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
5. Any other dues recoverable by GIPCL from the contractor under the contract.

(vi) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL Site.
(vii) The Contractor shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of four months.
(viii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

8. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit each RA bill of work carried out along with following documents.

(i) Copy of statutory compliance like Labour License, Wages Payment Register, EC Policy, PF paid Challan with ECR, etc… along wage certificate pertaining to respective bill period.
(ii) Notarized Indemnity Bond as per Performa, in case of Final bill.
(iii) No claim - No arbitration certificate as per Performa, after releasing final bill payment.

Bill submitted without any of the above documents shall not be processed for payment.

9. MOBILIZATION AND EXECUTION

a) Contractor shall mobilize the resources at Site within 7 to 15 days from the time the intimation given by GIPCL.
b) Contractor shall provide required separate & independent Site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, Site preparations, safety, co-ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Security Officer in charge of GIPCL for proper execution of the job.
c) The resources required for execution of work detailed in the Scope of Work will vary from time to time. Hence, contractor shall mobilize the resources accordingly.

10. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the contractor are as given in the Section-E (Schedule of Quantity) estimated and shall vary according to the exigencies of work at Site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of guards along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

In case, contract quantity/amount gets exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of work for the entire contract period. Contractor shall be responsible to complete the particular job up to entire satisfaction of security officer in-charge. The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc. for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Plant requirement.

11. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract (Section-C) and detail specification prepared by GIPCL will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same.

Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

****

SECTION-E

SCHEDULE OF QUANTITIES & RATES

Sr. No.	Item	Unit	Qty. (Per day 24 Hrs.)	Unit Rate (In Rs.)	Total Amount of Qty. (In Rs.)	Total Amount for one year considering 365 days (In Rs.)
1	Deputation of Fire officer.	Man days	3	913.23	**2739.68**	**9,99,984.69**
2	Deputation of DCPO	Man days	4	863.23	**3452.91**	**12,60,312.92**
3	Deputation of Fireman.	Man days	7	846.56	**5925.92**	**21,62,964.27**
4	Fire Fighting Vehicle Cost			**Per Month Cost**	**140000**	**16,80,000.00**
5	Fire Fighting Vehicle Fuel charges (33 Rs/km) – Fixed Running 500 Km/ Month (500 *33)			**Per Month Cost**	**16500**	**1,98,000.00**
5	**TOTAL AMOUNT PER YEAR (Excluding GST)**					**63,01,261.88**
6	**TOTAL AMOUNT FOR TWO YEARS (Excluding GST)**					**1,26,02,523.76**
(a)	At the same rate as per schedule of rates.					**To be quoted online thru n-procure.**
(b)	……% above schedule of rates					**To be quoted online thru n-procure**.

NOTE:

(1) The above SOR is calculated as per present minimum wages applicable (w.e.f 01.04.2026) which includes Basic Pay Rs.462.00 for skilled worker, Rs.452.00 for semi-skilled worker, Rs. 441.00 for un skilled worker + Special allowance Rs.60.50 for all category of worker.

(2) The unit rate indicated above includes basic pay, special allowance, PF, Bonus, PL/PH, ESIC, workmen compensation, Transportation, special adhoc allowance, shift allowance, remote working, medical & medical checkup / accident / causality / insurance, tools tackles, uniform and safety appliances, license etc.

(3) GST as applicable will be paid extra by GIPCL on production of documentary evidence of payment of GST.

(4) The rates shall include all manpower cost, equipments, supervision, consumables, tools, tackles, all taxes & duties (excluding GST).

(5) Payment shall be done as per the actual manpower availability.

(6) Percentage rate offered / bid price on SOR value & GST shall be quoted through on line (n)-Procure only. Hard copy of price bid shall not be considered / accepted.

(7) Evaluation of the tender will be done on gross total quoted amount with GST.

(8) Bidder shall have to quote the rates in the form of percentage (%). i.e. "At Estimated Value (0% Zero%) OR_____% above the estimated value." (Negative% OR % below estimated value will not be considered and tender of that bidder(s) will be rejected who have quoted negative% OR % below SOR Value)

(9) My rates are as under **(Only to be quoted online thru n-procure)**

At estimated Value

OR

……. % age above the estimated value (Negative Value will not be considered

Sign & Stamp of Bidder……

SECTION-F

LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

For the month of :

1)	Work Order / P.O. No. & Contract value	:	
2)	Nature of work	:	
3)	Duration of Work Order	:	From to
4)	Maxi. No. of manpower per day deployed in the month.	:	M Total
5)	Details of Labor License	:	Valid up to for Persons.
6)	Details of E.C Policy	:	Valid up to for Persons.
7)	Documents attached for verification for the previous month.	:	Wage & Attendance Sheets. Yes/No
			P.F Challan Yes/No
8)	Documents attached for verification (in case of Final Bill)	:	Bonus Payment Register Yes/No
		:	Leave wage register Yes/No
9)	Security Deposit / Retention Money lying with Co.	:	Yes / No if yes, Rs.

Date :

Signature of Contractor
with official stamp

2.0 ANNEXURE-B

PROFORMA FOR CONTRACT SECURITY-CUM-PERFORMANCE GUARANTEE BY SELLER / CONTRACTOR.

(To be executed on non-judicial stamped paper of approximate value)

B.G. No. _____

Date:_____

1.WHEREAS Gujarat Industries Power Company Limited having its office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s……. ……. / has placed a purchase order on M/s…….. (hereinafter referred to as "Contractor(s) / Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for…….on the terms and conditions as set out inter alia, in the Company"s contract No. / P.O.No……..date ……and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and /or variations thereto and where as the Contractor(s) / Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

AND WHERE AS one of the conditions of the "said contract" is that "contractor(s) / seller(s) shall furnish to the owner a Bank Guarantee from a bank for ….% (…….percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including performance guarantee obligations of the contractor(s) / seller(s) for execution / supplies made under the "said contract."

2. We …….Bank having its branch office at ……..…….do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs. ……(Rupees……only).

3.We undertake to pay to the Companyany money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up,dissolution or change of constitution or insolvency of the said Contractor(s) / Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s) / Order(s) are fulfilled.

5 The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:

a. Vary and / or modify any of the terms and conditions of the Agreement.
b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.

6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

8. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

9.We ……Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s) / Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

10. Notwithstanding anything contained herein before, our liability shall not exceed Rs……(Rupees……only) and shall remain in force till..……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date…….

…… Bank
Corporate Seal of the Bank By
its constitutional Attorney

Signature of duly Authorized
person on behalf of the Bank
with Seal & Signature code

Note: BGs to be furnished from any of the banks listed here under.

3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT – (EMD)

(To be executed on non-judicial stamped paper of appropriate value)

B.G. No. _____ Date: _____

1.WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No……for ----------(hereinafter called "the Said tender") to M/s.……(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs.…….. (Rupees……..only) towards earnest money in lieu of cash.

2. We …….. Bank having its branch office at …… do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees……..only).

3.We undertake to pay to the Companyany money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.

4.The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:

a. Vary and / or modify any of the terms and conditions of the Agreement.
b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.

c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

8. We ……..Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

9. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.

10. Notwithstanding anything contained herein before, our liability shall not exceed Rs……. (Rupees……only) and shall remain in force till……. (Date to be filled up shall be 180 days from the date of submission of Bid).

Date…….

…… Bank Corporate Seal
of the Bank By its constitutional Attorney

Signature of duly Authorized person
On behalf of the Bank with Seal & Signature code

Note: BGs to be furnished from any of the banks listed here under.

LIST OF BANKS FOR EMD AND BANK GUARANTEE

1. All Nationalized Banks
2. Axis Bank
3. ICICI Bank
4. HDFC Bank
5. Kotak Mahindra Bank
6. IndusInd Bank
7. RBL Bank
8. DCB Bank
9. Federal Bank
10. Bandhan Bank
11. Standard Chartered Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

Bank details for Bank guarantee are as under:

Name and Address of the Beneficiary	Gujarat Industries Power Company Limited, P.O. Ranoli, Vadodara - 391350.
Bank of Beneficiary	State Bank of India
Bank Account No. of Beneficiary	10323432215
IFSC Code of account of Beneficiary	SBIN0001946

4.0 ANNEXURE-D

PERFORMA CERTIFICATE
(No claim, No arbitration)

To,
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.
P.O. Ranoli-391350,
Dist. Baroda

Dear Sir,

Subject:_____

Ref: Work Order No.:_____Dated_____

We hereby confirm with free consent as under:-

1. The measurements certified in final bill is full and final. We accept all the certified measurements and no claim related to the measurement is left.
2. The payment certified in that or above referred LoI / contract is full and final. We accept this, and no claim related to payment is left.
3. The rates of the LoI / contract and its amendments are firm till completion of contract and extension period. We shall not claim any escalation against these rates.
4. Along with the contract referred, the ARBITRATION CLAUSE also perishes i.e. we will not resort to arbitration.
5. No extra items are left to be settled.
6. We do not have any claims against any item related to the LoI than those items certified in the bills.
7. We are accepting the recoveries or hold amount from our bills, if any, made by GIPCL against noncompliance or as decided by GIPCL within terms & conditions of contract.
8. We have paid royalties, taxes for all the materials procured by us, for carrying out the works for above LoI and we indemnify GIPCL from any liability arising thereof.
9. In case of any disputes arising in future related to payment of royalties, all liabilities of settlement of dispute and its payment if any, will be borne by us.
10. We have paid wages to all the workmen/guards who were deployed by us for carrying out above referred work as per prevailing Minimum wages act. We have also fulfilled all requirements of the P.F. Act. We have maintained all records necessary as per the statutory requirements. We hereby indemnify GIPCL from any disputes arising in future related to payment of guards, Provident Fund, etc. and confirm that all liabilities of settlements of disputes and their payment is our responsibility.

The above confirmation will come into effect as soon as payment from final bill after due recoveries will be received by us.

For, M/S._____

Signature, Stamp and date.

ANNEXURE- E

List of qualifying staff to be submitted with physical documents

Sr. No.	Name of Supervisor	Qualification	Experience

Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date

ANNEXURE-F

Declaration cum Undertaking for Safety Laws and Regulations Compliance
(To be submitted on Company's Letter Head)

I _____ on behalf of ……Name of Party/Company……..hereby confirm, agree and undertake that all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of works at the site during the period of the Contract, if awarded to me.

.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Litigations
(To be submitted on Company's Letter Head)

Please Tick (√) whichever is correct option

I _____ on behalf of ……Name of Party/Company……..hereby confirm that I /We have

a. Not invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three (03) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

Please Tick ( )

OR

b. Invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three (03) years.

Please Tick ( )

If "**b"** is applicable, please submit the details for the same.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-G

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

All the deviations from the terms & conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION
COMPANY SEAL:				
SIGNATURE:				
NAME:				
DESIGNATION:				
COMPANY:				
DATE:				

The bidder here by certifies that the above mentioned are the only deviations from OWNER's Tender enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's Tender Document, then the latter shall govern and will be binding on the BIDDER for quoted price.

ANNEXURE- H

DOCUMENTS FOR PRE-QUALIFICATION BID FOR ARC OF SECURITY, VIGILANCE & FIRE SERVICES – GIPCL – BARODA.

01	Name of Security Agency / Bidder & Location of Registered / Head Office.	
02	Local Office in Baroda city with Address, Telephone Nos. and Mobile No. is must.	
03	Name of the Proprietor with contact No.	
04	Date & Place of Registration of Agency / Bidder (with supporting documents) (Minimum Five Years experience)	
05	PF No. (with supporting documents)	
06	PAN NO. (with supporting documents)	
07	GST Certificate (with supporting documents)	
08	The Police Clearance Certificate for the agency.	
09	Annual Turnover * (Please attach latest copy of Appendix-A) Minimum average turnover to be approx. Rs. Four Crores.	
10	Total number of Branches in Gujarat. As well as in India.	
11	Total number of Ex-Servicemen man employed by your Agency.	
13	Work order and Performance certificates from three different Clients.	
14	Present List of servicing clients details as per attached format.	
15	Any other additional information's.	
16	Deviation sheet, if any deviation is taken to the conditions of Tender documents. (If any deviation is not taken than also attached deviation sheet indicating NO DEVIATION)	

- Copy of Audited A/c's must be attached.

Date: Name & Signature of Bidder & official seal

Place:

ANNEXURE- I
(On bidder's Firm's Letter Head)

CERTIFICATE

I / We _____ authorized signatory of M/s _____ here by certify that M/s _____ is not related with other firms who have submitted tenders for the same items under this inquiry / Tender for the work of Biannual Rate Contract for running of Industrial Canteen at the Plant premises located at GIPCL, **AT & POST: RANOLI-391350, DIST: VADODARA**.

Seal of the Firm

Signature of the Bidder
With Designation

Place:
Date:

ANNEXURE- J
(On bidder's Firm's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

I _____ on behalf of ……Name of Party/Company……...hereby confirm, agree and undertake that all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of works at GIPCL site during the period of the Contract, if awarded to me.

Further, I ……..Name of Party/Company…… also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident at any site(s) during the execution of the contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE- K
(On bidder's Firm's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf of ……Name of Party/Company…….hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s …….. ……. Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory
of the Bidder

ANNEXURE – L
(On bidder's Firm's Letter Head)

CERTIFICATE

I / We _____ authorized signatory of M/s _____ here by certify that M/s _____ has not been black listed, deregistered as under by any Government / Semi Government / Public Sector Undertaking / Private sector in last Five years.

Seal of the Firm

Signature of the Bidder
With Designation

Place:
Date:

ANNEXURE- M

LIST OF CLIENTS

Sr. No.	NAME & LOCATION OF CLIENTS	TOTAL NO. OF SECURITY GUARD		PERIOD		NAME OF HOD WITH PHONE NUMBER
		ESM	CIVIL	FROM	TO	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						

Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date

ANNEXURE- N

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

Certified that M/s.....has been awarded ARC / BMC for ..... for the period of.....to ..... at Gujarat Industries Power Company Limited – P.O. Ranoli – 391350, Dist. Vadodara. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Rules 1972, The Employees' Provident Funds and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936 and Payment of Bonus Act 1965 and all other applicable labour laws in so far as the provisions are applicable to me in respect of the employment of contract labour by me for the month of .....

For M/s. .....

Authorized Signature with Stamp

Place:
Date:

Through: HoD

To,

AGM (HR&A)

ANNEXURE- O

GUJARAT INDUSTRIES POWER COMPANY LIMITED

P.O: RANOLI-391350, DIST: BARODA

Reference PO Number
Integrity Pact No.:

Date:
Contract Period

ETHICS PACT

OUR ENDEAVOUR

To create an environment where Business Confidence is built through best business practices and Is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the benefit of stakeholder, society and the nation.

GIPCL'S COMMITMENT	PARTY'S COMMITMENT
To maintain the highest ethical standards in business and professions	Not to bring pressure / recommendation from outside GIPCL to influence its decision.
To ensure maximum transparency to the Satisfaction of all stakeholders.	Not to use intimidation, threat, inducement or pressure of any kind on GIPCL or any of it's employees.
To fulfill the terms of agreement / contract and to consider objectively the viewpoints of other Stakeholders.	To be prompt and reasonable in fulfilling the contract, agreement and legal obligations.
To ensure regular and timely release of payments for works done/services provided	To provide goods and / or services timely as per agreed quality and specifications.
To ensure that no improper demand is made by Employees or by anyone on our behalf.	To maintain the general discipline in our dealings and transactions.
To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and others to enable them to complete the works in time.	To be truthful and honest in furnishing information.
To provide all necessary information to suppliers / contractors relating to contract / job to facilitate them to complete the contract / job successfully in time.	Not to divulge to others any information, business details about GIPCL made available during the course of business relationship without the written consent of GIPCL.
To ensure that no hurdles are caused to vendors /suppliers / contractors in execution of agreement / contract / work.	Not to enter into cartel / understanding whether formal or informal so as to influence the price.

Seal & Signature
(GIPCL's Authorized Signatory)

Name :
Designation :

Seal & Signature
(Party's Authorized Signatory)

Name :
Designation :

(Note: It is voluntary on the part of the second party to sign the Ethics Pact, but efforts are made by GIPCL Management to convince it to sign the same. For this purpose, the second party (i.e. Contractor / vendor / supplier / service provider) is at liberty to suggest changes in the contents of the Ethics Pact to suit its comfort level.