



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

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252  
E-Mail: [corporatepurchase@gipcl.com](mailto:corporatepurchase@gipcl.com)

**TENDER DOCUMENTS FOR BI-ANNUAL RATE CONTRACT  
FOR HIRING OF DIFFERENT TYPES OF PETROL / DIESEL  
VEHICLES AT GIPCL-BARODA PLANT.**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**BI-ANNUAL RATE CONTRACT FOR HIRING OF DIFFERENT  
TYPES OF PETROL / DIESEL VEHICLES AT GIPCL-BARODA  
PLANT.**

**INSTRUCTIONS TO BIDDERS & CONDITIONS OF  
TENDER**

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**INDEX**

<b><u>Sr. No.</u></b>	<b><u>PARTICULARS</u></b>	<b><u>PAGE NO.</u></b>	
		<b>From</b>	<b>To</b>
(1)	<b><u>NOTICE INVITING TENDER (NIT)</u></b>	3	3
(2)	<b><u>SECTION – A (Instructions to Bidders)</u></b>	4	11
(3)	<b><u>SECTION– B (Instructions to Bidders for online tendering)</u></b>	12	13
(4)	<b><u>SECTION – C (General Conditions of Contract)</u></b>	14	17
(5)	<b><u>SECTION – D (Special Conditions of Contract)</u></b>	18	25
(6)	<b><u>SECTION – E (Schedule of Quantities &amp; Rates)</u></b>	26	28
(7)	<b><u>SECTION – F (Annexure, Forms, Format of Transport bank guarantee, EMD, deviation sheet etc &amp; other documents.)</u></b>	29	51

**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.**

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**NOTICE INVITING TENDER (NIT)**

Name of work	Bi-Annual rate contract for providing Transport & services at GIPCL-Baroda Plant.
Place of work	Gujarat Industries Power Company Limited. P.O. Petrochemical, Dist: Baroda 391346
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	<b>Rupees 01 Lakh (Rupees One Lakh only)</b> by way of Demand Draft In favour of GIPCL payable at Baroda <b>OR</b> Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs.2950/- (Rs. Two Thousand Nine Hundred Fifty only). By Demand Draft/RTGS in favor of GIPCL payable at Vadodara.
Availability of online e-Tender document	On website: <a href="https://www.nprocure.com">https://www.nprocure.com</a>
Last date of online submission of offer	<b>24.02.2026 up to 17:30 PM hrs.</b> on website: <a href="https://www.nprocure.com">https://www.nprocure.com</a>
Estimated cost of Tender	<b>Rs. 1,24,20,116.16/- excluding tax and duties</b> (Rupees One Crore Twenty-Four Lakh Twenty Thousand One Hundred Sixteen and Paise Sixteen only)
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before due date during office hours at 17 :30 hours

**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> in the form of **%age i.e. "At Estimated Value OR \_\_\_\_\_%age below the estimated value OR \_\_\_\_\_% age above the estimated value.**
5. The EMD & other supporting documents are to be submitted in physical form only at the following address:

**General Manager (M&C)**

Gujarat Industries Power Company Limited

P.O.Petrochemical – 391346,

Dist: Baroda (Gujarat)

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159,

Extn: 4252, E-Mail: purchase@gipcl.com

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**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 1084.4 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. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand

The Company intends to award Bi-Annual Service Contract for the work of Hiring of different types of Petrol and Diesel vehicles for a period of two years at Baroda and is therefore inviting open tenders online (e-Portal) from experienced & resourceful contractors.

**2. SCOPE OF WORK :**

- 2.1 The scope of work covers provision of Casual and Regular hired vehicles for purpose of GIPCL. Refer Section D “Special Conditions of Contract” for detailed scope of work.
- 2.2 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.
- 2.3 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.
- 2.4 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 GENERAL INSTRUCTIONS**

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.

- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.15 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.16 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

#### **4 ELIGIBILITY CRITERIA FOR BIDDERS**

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

- 4.1 Bidder should possess **minimum Three years of experience during last five years** in similar nature of jobs like Transport Services and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of **work orders/Work Execution/Work Completion certificates** from clients. The work completion certificate shall comprise of **Order value & Executed value**. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
- 4.2 Bidder should produce **evidence of having experience of successfully completed similar works as defined hereunder during last five years** ending 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. 37 Lakhs excluding tax and duties.**

**OR**

**Two similar completed/executed works each costing not less than the amount equal to Rs. 24.50 Lakhs excluding tax and duties.**

**OR**

**Three similar completed/executed works each costing not less than the amount equal to Rs. 18.50 Lakhs excluding tax and duties.**

- 4.3 Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion/execution certificates issued by clients.
- 4.4 **Tender fee: Rs.2950/-** (Rs. Two Thousand Nine Hundred Fifty only). By Demand Draft/ RTGS in favor of GIPCL payable at Vadodara.

**EMD:** The EMD shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause no. 6.

- 4.5 Bidder should have **separate Employees Provident Fund code number** towards **registration of firm with RPF commissioner.**
- 4.6 **Attested copies of relevant documents duly signed & seal 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 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 within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 4.7 Bidder should **have average annual turnover of Rs 1.00/- crore during last three financial years.** Bidder shall **furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years** to demonstrate the financial healthiness of the company. The **balance Sheet and Profit and 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 Chartered Accountant.**

- 4.8 The Bidder has to submit **INCOME TAX Permanent Account Number (PAN), & GST registration number.** Copies of the same shall be submitted.
- 4.9 The **net worth of the bidder should be positive** as evidenced from audited accounts of last financial year.
- 4.10 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.
- 4.11 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last three (03) years or 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.
- 4.12 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 / Contractor 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 / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, 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.

4.13 Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipment's, tools & tackles, labor deployment, associated risk, surrounding etc.

## 5 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.

## 6 EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

- 6.1 An **EMD of Rs.1,00,000/-** and Nonrefundable **Tender fee Rs. 2,950/-** shall accompany with Bid. Tender fee shall be submitted through RTGS / in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only.
- 6.2 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.

Alternatively, The EMD & Tender Fee may also be submitted through RTGS/online mode of payment by the bidders as per the Bank details given below:-

**BANK NAME:- INDIAN OVERSEAS BANK**  
**BRANCH :- JAWAHAR NAGAR (0473) BRANCH**  
**VADODARA 391346**  
**IFSC CODE :- IOBA0000473**  
**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](http://www.gipcl.com) (online Payment Form) as per detail provided in Section-F (Annexure-M) herein under**

- 6.3 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.

- 6.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 6.5 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. Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 6.6 No interest shall be payable on EMD.
- 6.7 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.

#### 6.8 SCHEDULE OF EMD & TENDER FEES

<p>EMD &amp; Tender fee and other documents dully signed to be submitted in physical form on or before due date of closing of the tender</p>	<p>Address for Submission: <b>General Manager (M&amp;C)</b> Gujarat Industries Power Company Limited P.O.Petrochemical – 391346, Dist: Baroda (Gujarat) Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252, E-Mail: purchase @gipcl.com</p>
--	---

## 7 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 fees, EMD in two parts as under:

- a) Pre qualification and Techno-commercial Bid without price.
- b) Price Bid.
  - Price Bid shall be submitted only in soft form through website <https://www.nprocure.com>
  - **Note: Estimate includes cost of all manpower, equipment, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...**
  - Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
  - **Bidder shall have to quote the rates in the form of %age. i.e. “At Estimated Value OR \_\_\_\_\_%age below the estimated value OR \_\_\_\_\_% age above the estimated value.”**
  - GIPCL reserve the right to conduct e-reverse auction through (n) Procure platform.
  - If two or more bidders who have quoted at par with the SoR Rate, Work Order is to be awarded to the bidder who is having higher average annual turnover during last three financial years, if reverse auction is not conducted by GIPCL.
  - The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
  - **Price bid submitted in hard copy shall not be considered for opening.**

### 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 initialed by the person signing the Bid.
- vi. Bids not conforming to the above requirements of signing shall be disqualified.

## **8 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.

## **9 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 Engineer, 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.

## **10 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.

## **11 OPENING OF BIDS**

11.1 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.

11.2 Preliminary Examination:

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.

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.

## 12 EVALUATION & COMPARISON OF BIDS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 For the above referred purpose, a 'material deviation' shall be one which:
  - 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.

## 13 RIGHT OF REJECTION OF TENDERS

- 13.1 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.
- 13.2 Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 13.3 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.

## 14 AWARD OF CONTRACT

- 14.1 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.
- 14.2 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.

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

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

## **15 CONTRACT PERIOD**

15.1 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 ('Contract Period').

15.2 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 entering into any new contract.

15.3 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 Contractor.

## **16 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.

## **17 Clarification of Bidding Documents**

If any Bidder requires any 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 E-mail at the GIPCL's mailing address [corporatepurchase@gipcl.com](mailto:corporatepurchase@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.

## **18 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'.

## **19 UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND 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.

## **20 PAYMENTS**

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

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**SECTION-B**

**INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

Sr. No.	Description
01.	Tender documents are available only in electronic format and same can be downloaded from the website <a href="https://www.nprocure.com">https://www.nprocure.com</a> and <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> and it can be also viewed from Company's website <a href="http://www.gipcl.com">www.gipcl.com</a>
02.	Price should be submitted online through the website <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> only. No physical submission of price bid will be entertained as it should be furnished online only.
03.	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.
04.	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) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317  E-mail: <a href="mailto:nprocure@gnvfc.net">nprocure@gnvfc.net</a> , website: <a href="http://www.nprocure.com">www.nprocure.com</a>

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.

**E- REVERSE AUCTION:**

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 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) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction
- 6) 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 for participating in online e-reverse bidding, then the Bidder can contact the following office 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)  
Toll Free: 1-800-419-4632 / 1-800-233-1010,  
Phone No. 079-26857315 / 316 / 317,  
Fax: 079-26857321 / 40007533, Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)  
Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**SECTION- C**

**GENERAL CONDITIONS OF CONTRACT**

**1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE**

As a **Contract Security/Performance Bank Guarantee**, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an **equivalent amount of ten percent (10%) of the “Annual Contract Price excluding taxes and duties”** in the format attached in **SECTION-F**, 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/PBG **shall be submitted strictly within twenty one days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of four months from the contract completion date.** The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

The Performance Bank Guarantee (initial 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 SD will result in equivalent late release of entire SD after guarantee period.

Bid security/EMD should be refunded to the successful bidder on receipt of Performance Security.

**2. RECOVERY CLAUSE:**

- (a) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Head of Management 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.
- (b) If the contractor fails to execute the work as per directions of HoD Security within the time frame given in work order and as per day to day instructions by HoD Security /in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% 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. INCOME TAX

Income Tax shall be deducted from your bills as per IT rules prevailing from time to time. Successful bidder will have to submit the copy of PAN CARD along with invoice.

#### 5. 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 you 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 –

- (a) Contractor is adjudged as insolvent.
- (b) Contractor has abandoned the contract.
- (c) Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- (d) 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.
- (e) Contractor repetitively violating the safety norms for more than three incidents.
- (f) Any major contradiction of applicable labour laws.
- (g) Any major deviations from contractual terms and conditions including quality of job.
- (h) GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

#### 6. FAILURE & TERMINATION:

- (a) If the CONTRACTOR after receipt of written notice from the GIPCL requiring compliance, with such further drawings and / or the GIPCL instructions fails within seven days to comply with the same, the GIPCL may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL on a certificate by the GIPCL as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.
- (b) If the contractor fails to execute the work or fails to mobilize the resources, services and equipments as per directions of GIPCL within the time frame given and/or violating the GIPCL's safety rules & regulations, GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional **10%** overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

**7. 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/ Surat or any other place within state of Gujarat.
- (b) Work under the contract shall be continued by the contractor 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.

**8. 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 contractor.

**9. PAYMENT OF WAGES**

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.

**10. ACCIDENT TO WORKMEN**

Contractor shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your 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 contractor's workmen or any third party due to negligence, act or omission on your part.

**11. FACILITIES TO BE PROVIDED BY GIPCL:**

The Company shall provide the subsidised canteen facility at site.

**12. 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.

### **13. 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 labour 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.

### **14. 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.

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**Tender No: MAT/MM/TRANSPORT ARC/GIPCL/2025-27**

**SECTION-D  
SPECIAL CONDITIONS OF CONTRACT**

**1. DETAILED SCOPE OF WORK**

1.1 The vehicles will be hired on both regular and casual basis to meet the operational requirements of the organization. **Regular hire vehicles will cater to daily and fixed conveyance needs at the Corporate Office, Vadodara, while casual hire vehicles will be deployed as required for official visits and project-related assignments at various sites.**

**1.2 Regular Hire.**

The details of the required vehicles are provided in the table below:-

**Requirement of Vehicles: Regular Basis**

<b>Sr. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Duty Hours</b>
(a)	Diesel – Swift Dzire – AC or equivalent, Capacity- 5 Seater	04 Nos.	Ten (10) Hours
(b)	Diesel Jeep / Bolero / Ertiga – (Hard Top) AC or equivalent, Capacity- 7 Seater	01 No.	Twenty four (24) Hours
(c)	Petrol Ambulance Van AC with Ambulance Passing in RC Book For 24 Hours.	01 No.	Twenty four (24) Hours

**1.3 Casual Hire.**

The details of the required vehicles are provided in the table below:-

**Requirement of Vehicles: Casual Basis**

<b>Sr. No.</b>	<b>Description</b>	<b>UOM</b>	<b>Duty Hours</b>	<b>Other Charges Applicable</b>
(a)	Diesel – Swift Dzire – AC or equivalent. Capacity- 5 Seater	Nos	10 hrs (Duty) for local duty	250 Kms per day (12 hrs Duty) for outstation duty (i) Charges per Kms for extra Kms, exceeding 80 Kms.
(b)	Diesel Innova AC or equivalent SUV, Capacity- 7 Seater	Nos		(ii) Detention charges per hour (up to 06 Hrs).
(c)	Diesel Maruti Suzuki Ertiga AC or equivalent MUV Capacity-7 Seater	Nos		(iii) Detention charges for exceeding 06 hour i.e. Night halt.

1.4 The Bidder shall provide different types of vehicles in good roadworthy condition.. The following eligibility criteria, shall be applicable during the proposed contract:-

(a) The vehicle provide under the contract, whether for regular or casual (as and when required) must **not be older than one year from the commencement of the contract period**. For example, if the contract starts on 15 April 2026, then the model of vehicle supplied must have been registered within the last 12 months.

(b) The vehicles shall be provided on a turnkey basis, complete with drivers. The responsibility for operation, maintenance, and compliance shall rest with the contractor. All vehicles deployed for both local and outstation duties must have valid taxi permits issued by the RTO, and the AC Ambulance Van must be ambulance-passed in the Registration Certificate (RC) Book.

1.5 The vehicle engaged for ten (10) hours should report at 08:30 a.m. sharp for duty at GIPCL – VADODARA. Office working hours for vehicles will be from 08:30 to 18:30 hours. For duty more than the above prescribed hours, extra payment will be made as per the agreed rates.

1.6 The Bidder shall increase or decrease No. of vehicles in accordance with the requirement of GIPCL from time to time.

1.7 The Bidder shall provide petrol/Diesel AC Ambulance Van with Ambulance Passing in RC Book up to date road-worthy and good condition in all respect with First Aid box, oxygen cylinder with attachment and stretcher at his own cost.

1.8 The vehicles are to be utilized for transportation of man & materials of GIPCL in local and / or outstation area.

1.9 In case contractor intends to hire limited vehicle from other party/person, he will have to produce a power of attorney from owner of the vehicle, and an affidavit from owner duly attested by a notary public. Authorizing the contractor to ply the vehicle(s) on hire and covering all liabilities under various central / state / municipal Acts / rules & regulations and by laws.

1.10 The driver should be educated enough to write the Log Book properly. He shall fill up the logbook for every trip and shall be required take signature of authorized user / representative of the Company everyday. If the logbook is incomplete, charges will not be paid.

1.11 **The condition of the taxies provided shall be up-to-date and in tip-top condition including facilities such as seat covers, car tape, Air condition unit, spare wheel, tool kit, wipers etc. The Driver must possess a Mobile Phone in working condition & the details thereof shall be intimated to the concerned officers well in advance. Fueling of hired vehicle shall be carried out prior to reporting for duty and there must be adequate arrangement for fuel-lubricant with the driver of the hired vehicle.**

## **2. DETAILS OF OPERATION:**

2.1 The Bidder shall provide & operate all types of vehicles in a good running condition with driver.

2.2 The Bidder shall operate all vehicles at his own cost with full responsibilities whatsoever, including fuel, maintenance, RTO taxes, Insurances, interstate permission, charges. However, toll tax, parking & GST shall be reimbursed by GIPCL at actual on submission of original paid challan / receipts.

- 2.3 Vehicles normally shall ply in VADODARA City and outstation trips as may be required from time to time.
- 2.4 In case of change in requirement of number of vehicles by GIPCL, the Bidder shall execute the requirement within twenty four (24) hour's notice i.e. Bidder shall provide additional vehicle or withdraw vehicle during this stipulated time.
- 2.5 The Bidder shall provide casual vehicle as per GIPCL's requirement for which a booking will be given by 5.30 p.m. for next working day by GIPCL authorized person.
- 2.6 Only Sundays as observed by GIPCL will be treated as holiday for the bidder. If, in case, vehicle/s used on that day, charges as per casual rate will be applicable. These do not apply to vehicles hired for twenty four (24) hours duty.
- 2.7 In case of emergency, GIPCL may intimate for vehicles required after office hours by intimating over contact phone no. given by the Bidder. The Bidder has to give timely response in such emergency situation.
- 2.8 The Bidder shall employ drivers having minimum experience of Five years and having a valid driving license to drive commercial / taxi throughout the period of the contract.
- 2.9 Contractor will not assign or subcontract the work awarded to them without the Company's written permission. Contractor shall ensure that the drivers engaged by them for driving the taxies are competent, knowledgeable about RTO regulations, holds appropriate valid license as per rules, the drivers will be co-operative, amicable, clean, well dressed, well behaved, well mannered ("Standard of Performance") and shall promptly carry out instructions given by the representatives or authorized users of the Company from time to time. In case of any failure on the part of the driver to adhere to the Standard of Performance and to carry out these instructions, the contractor shall promptly replace him to the satisfaction of the Company or in case of failure to do so, Company will be free to engage any other taxi for that day at contractor's costs and risks, the contract shall be determined immediately and can become ground for termination by the Company with no further payment.
- 2.10 Driver should be sufficiently experienced to drive on highways and city, he must be in possession of Taxi and driving license while driving. The Contractor shall deploy his personnel after verifying their credential. Contractor will also issue photo identity card to his personnel.
- 2.11 The Bidder shall see that the drivers on duty wear neat & clean clothes / uniform and if GIPCL finds the services / conduct of the driver unsatisfactory, the Bidder will replace the driver within forty eight (48) hours as per the advice of GIPCL.
- 2.12 The Bidder shall assume all liabilities and responsibilities arising out of the act, commission / omission or negligence on the part of driver and GIPCL will not be liable at all in these respects. If required by GIPCL, Bidder shall unconditionally and immediately replace driver/s. The bidder shall indemnify and keep indemnified GIPCL for any and all such cost, expenses, charges and liabilities incurred or suffered by GIPCL on account of any such eventuality.
- 2.13 The Bidder shall ensure that vehicles provided and operated in a battery area should be fitted with a spark arrestor / safety muffler and PUC certificate etc.
- 2.14 The Bidder's drivers shall observe all rules and regulations relating to discipline, safety and such other norms of GIPCL which are in force from time to time.
- 2.15 The Bidders shall provide mobile phones of the drivers which shall be in working condition at all the times.

2.16 The Bidders shall provide water bottle & news paper in all outstation vehicle trips.

**Bid Evaluation: Evaluation of qualified price bid shall be done based on rate / total value of rate of Annexure-IV & Annexure - V.**

**3. CONTRACT PERIOD**

- 3.1 **This rate contract shall be valid for a period of two years i.e. from 15<sup>th</sup> April, 2026 to 14<sup>th</sup> April, 2028**, and on completion of contract period it will stand as terminated, however, performance shall be reviewed after three (3) months from the date of award of the contract. If, the performance is not found satisfactory then the GIPCL shall have right to terminate the same, otherwise the same shall be continued for a further period of twenty one (21) months on the same rates, terms and conditions.
- 3.2 GIPCL reserves the right to extend the contract for further period of three months on the same terms & conditions after completion of contract period.
- 3.3 GIPCL also reserve the right to extend the contract for further period of 01 year (after extension of three months period) with mutually agreed upon by both GIPCL & contractor.
- 3.4 During the currency of the contract or extended period, contract can be terminated by either party by giving one month notice in writing without assigning any reason whatsoever.

**4. TERMS OF PAYMENT**

- 4.1 GIPCL shall pay the bill every months as per agreed rate plus Government taxes applicable from time to time for providing transport service effectively and efficiently for the fulfillment of this agreement.
- 4.2 The Bidder shall submit the bills with original logbook within five (5) working days after completion of each calendar month and shall be paid within twenty (20) days after receipt of the bills by GIPCL.
- 4.3 Vehicle hired for a continuous period of fifteen (15) days or more will be considered as hired on monthly basis, whereas, if, hired for less than fifteen (15) days, it will be considered as hired on casual basis and payment for that vehicles will be made accordingly. Where the vehicle is used / detained for less than half an hour, for the purpose of calculation of charges, it will be ignored and if it exceeds half an hour, then one-hour charge shall be payable.
- 4.4 The Bidder shall maintain a separate logbook for each vehicle provided to GIPCL and shall make entry of start / close kilometer with time in logbook for every trip undertaken with the certification of user. Entry of kilometers made into the logbook, but not certified by the user shall not be admissible for payment.
- 4.5 The Bidder's invoicing to be based on total Kms. from GIPCL Office for all vehicles, reporting directly at GIPCL Office at Vadodara.
- 4.6 If the vehicle is given duty to pick-up from city, directly before Office hours, the Kms., will be accounted from Bidder's Office to pick up point and back to GIPCL.
- 4.7 If the vehicle is given duty to release point from GIPCL at the time of closing hours, the Kms., will be accounted from GIPCL to release point and back to Bidder's Office.

## 5. PRICE VARIATION

- 5.1 The rates quoted by the Bidder shall remain firm throughout the contract period. At present **November – 2025, price of petrol has been considered @ Rs.94.15 per ltr. & for Diesel @ Rs.89.25 per ltr.**, for this bid purpose. If the price of petrol / diesel is increased / decreased, the formula will be based on 1 ltr. of petrol / diesel for over 14 Kms. average.
- 5.2 The formula is considering fuel average as 1 ltr fuel either petrol / diesel = 14 KM mileage.
- 5.3 The increase / decrease will be given on per kms., basis. For e.g. if the price of diesel / petrol is increased by 28 paisa per ltr then 28 divided by **14 kms. = 02 paisa per kms.** Price variation will be on actual kms. usage only.
- 5.4 In case of any liabilities arising to GIPCL on account of default on your part in carrying out various functions, the same will be deducted while your monthly running bills or PBG, same shall be recovered by any other legal means available as per the law.

## 6. TAXES

- 6.1 GST as applicable shall be paid by GIPCL extra at actual basis. Please submit the copy of GST registration along with invoice.
- 6.2 Income Tax shall be deducted from your bills as per IT rules prevailing from time to time. Please submit the copy of PAN Card with your invoice.

## 7. RIGHT OF REJECTION OF TENDERS:

- 7.1 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.
- 7.2 Any Tender without EMD will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 7.3 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.

## 8. PENALTY

- 8.1 **Breakdown.** In case of breakdown of any vehicle/s or if the vehicle is not found roadworthy condition than the same shall be replaced by the Bidder within two (02) hours of time of failure. GIPCL shall impose penalty @ Rs.900/- (Rupees Nine Hundred Only) per such occasion per vehicle. If, GIPCL incurs any additional expenditure on account of alternate arrangement for that day, the same shall also be recovered from the contractor bills / Bidder's Security Deposit (SD) / monthly pending bills.
- 8.2 **Defect in Service.** GIPCL shall deduct from Bidder's bill Rs.200/- (Rupees Two Hundred Only) per occasion by way of penalty for any type of error or defect in providing services.
- 8.3 **Rash or Negligent Driving.** GIPCL shall deduct a penalty of Rs 500/- in case the driver is found to exceed speed limit/rash/negligent driving/willful default of traffic rules and signals. This shall be accompanied by a written complaint and proof by the

user. The imposition of penalty will be at discretion of HoD Security. GIPCL reserves the right to terminate the contract in case of repeated offences in this regard.

8.4 **Smoking/Use of Tobacco /Gutkha/Alcohol/Intoxicants.** Use of intoxicants including alcohol, tobacco and all its by products is strictly prohibited. Any infringement would be penalized to a tune of Rs 2000/-, GIPCL reserves the right to terminate the contract in case of repeated offences in this regard.

## **9. LEGAL ASPECTS**

- 9.1 The Bidder shall keep all vehicles in operational condition adequately insured, duly registered with concerned RTO, renew PUC, license valid at all times during the period of contract. Copies of each document shall be maintained in the vehicle all times and the same shall be submitted to GIPCL Authorised officer.
- 9.2 The Bidder shall obtain necessary comprehensive insurance policies for all vehicles in respect of all the insurable liabilities under the Motor Vehicles Act., the Employees' Compensation Act (for drivers and conductors), Fatal Accident Act, Personal Injuries Act., Natural Hazardous, Riots / arson etc and copy of the policy shall be submitted to GIPCL Authorized officer.
- 9.3 The Bidder shall at all times indemnify and keep indemnified GIPCL and its Officers, Servants, Guests and their family members, assignees, heirs and agents against all third-party claims, whatsoever, including but not limited to property losses / damages, personal accident, injury or death of persons of any subcontractor and / or servants or agents of the Bidder and / or damage to property of GIPCL arising out of the use of the hired vehicles.
- 9.4 The Bidder shall also obtain necessary license, registrations as may be required under the applicable laws.
- 9.5 This being a job contract for providing transportation services, the Bidder shall be the principal employer for all purpose for drivers, conductors and any other employees employed by the Bidder for the purpose of providing services under this contract.
- 9.6 GIPCL shall be entitled to recover full amount with all other consequential cost, charges and expenses from Bidder, which GIPCL incurs, on account of compliance of any statutory provision for breach of any terms and condition of the contract.
- 9.7 The Bidder shall submit a copy of RTO book and insurance policy and each requisite license and registration certificate with respect to Motor Vehicle Act within one week time from the award of the contract. The Bidder shall also be responsible to maintain necessary record & register required as per various acts.
- 9.8 No employee, agent or sub-agent of the Bidder shall smoke or light anything within the premises of GIPCL and carry matchbox / lighter or any other explosive and/or inflammable material inside the Plant. Provisions of this clause shall be observed by the driver, conductor etc at the time of driving the vehicle. Breach of this condition will be viewed very seriously by GIPCL and GIPCL can impose penalty or even terminate the contract on repetition of breach of this condition.
- 9.9 The Bidder shall issue Identity cards with recent photographs to their employees engaged by them with instructions that they shall display the Identity Card while on duty and shall produce the same on demand to GIPCL.
- 9.10 The Bidder shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency.

## **10. ADDITIONAL PRE QUALIFICATION CRITERIA**

10.1 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last three (03) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Government of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies

/ undertakings / organizations, Bid of that party will be liable to be rejected. 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 **Section-II / Form** attached.

10.2 Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in **Section-I / Form** attached. 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 / Contractor 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 / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

## **11. STATUTORY REQUIREMENTS**

11.1 The Bidder shall be fully responsible against any accident / injury to or death of their personnel while on duty working whether in premises of GIPCL or outside GIPCL shall not be responsible or liable for any such accident / injury / death either in terms of compensation or any other form of liability. The Bidder shall meet with all other statutory requirements & regulations as per existing laws.

## **12. INSURANCE**

12.1 The Bidder shall be liable in respect of any demand or compensation payable by Law in respect of consequences of any accident or injury to any workman or other person employed & shall indemnify and keep indemnified GIPCL against all such damage, compensation against all claims.

12.2 GIPCL shall not be liable for any compensation payable by Law in respect of any demand, any accident or injury to contractor's workman / representative.

12.3 In case of any liability arise to GIPCL, on account of failure on the part of contractor; the same shall be adjusted from contractor's due payment.

## **13. INSPECTION**

13.1 The Bidder representative will visit to GIPCL premises everyday to check performance & will report to GIPCL Authorized Officer.

13.2 The Bidder's Sr. Executive shall visit GIPCL periodically to review performance and get feedback from Authorized Officer of GIPCL.

13.3 GIPCL reserves the right to inspect at any times the books and record maintained by the contractor under this contract.

## **14. SAFETY CLAUSE**

14.1 The Bidder shall observe all the safety and security rules and regulation of 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 penalty and in case of

grave violation of the terms of this contract, GIPCL may exercise the option of termination of the contract.

14.2 The Bidder employees shall not damage any property of GIPCL. The contractor agrees and undertakes that in case of default the damages as assessed by the Authorized Officer of GIPCL, whose assessment shall be final and binding to the Bidder and the same amount shall be recovered from the Bidder.

**15. UNDERTAKING**

I have thoroughly read and understood tender notice for ARC of transport for GIPCL – VADODARA. I fully endorsed all aspects of this tender notice and hereby undertake to confirm these provisions in the letter in spirit.

Date:

Place:

Name & Designation of Officer Seal

Name of Firm : \_\_\_\_\_

Address : \_\_\_\_\_

Address : \_\_\_\_\_

Name of Authorized persons: \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**BARODA**  
**SECTION-E**  
**ANNEXURE- IV for SCHEDULE OF RATE FOR OUR REGULAR**  
**REQUIREMENT**

Sr. No.s	Item Description	Estimated Qty.In Nos Monthly	UOM	Unit Rate	Total Amount In Rs. Monthly	Total Amount In Rs. Yearly
1	<b>Diesel Swift Dzire – AC or equivalent Sedan, 5-Seater</b> – with AC up to 1500 Kms per Month (10 hours Duty) for local duty	4	Nos.	39371	157484	1889808
1a	Charges per Kms for extra Kms, exceeding 1500 Kms	500	Kms	13.78	6890	82680
1b	Detention charges per Hr. (up to 6 hrs.) beyond 18:30 hours	50	Per hours	118.11	5905.50	70866
1c	Detention charges for exceeding 06 hour i.e. Night halt	5	Night Halt	246.07	1230.35	14764.20
2	Diesel Jeep / Bolero / Ertiga – (Hard Top) AC or equivalent SUV, Capacity- 7Seater- Charges per month for utilization upto 1500 kms ( 10 hours Duty) for local duty	01	Nos.	53152	53152	637824
2a	Charges per KM for extra kms. Exceeding 1500 kms	250	Kms	15.75	3937.5	47250
3	<b>Petrol Ambulance Van</b> - AC with Ambulance passing in RC book For 24 hours - Minimum Charges per month upto 500 kms & 24 hours	1	Nos.	38978	38978	467736
3a	Charges per KM for extra kms. Exceeding 500 kms	20	Kms	0.98	19.6	235.2
<b>Total Estimated amount for a year without GST</b>						<b>32,11,163.40</b>
<b>Total Estimated amount for two year without GST</b>						<b>64,22,326.80</b>

## NOTE:

GST will be paid on actual amount payable by GIPCL.  
 Penalty as per decision of the controlling office of the company will be imposed for each occasion of noncompliance / fault.  
 Rates quoted should be firm & final (except fuel price variation). **Above rates derived with unit rate of Petrol Rs 94.15 per liter and Diesel Rs 89.25 per liter.**

Date:

Place:

Name &amp; Designation of Officer Seal

Name of Firm : \_\_\_\_\_

Address : \_\_\_\_\_

Phone No. : (O) \_\_\_\_\_ (R) \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**ANNEXURE- V for SCHEDULE OF RATE FOR OUR CASUAL BASIS**  
**REQUIREMENT**

Sr. No.	Item Description	Qty.In Nos	UOM	Unit Rate	Total Amount In Rs. Monthly	Total Amount In Rs. Yearly
1	<b>Diesel Swift Dzire – AC or equivalent Sedan, 5-Seater</b> – with AC up to 80 Kms per day (10 hours Duty) for local duty	10	Nos.	2657.58	26575.8	318909.60
1a	<b>Diesel Swift Dzire – AC or equivalent Sedan, 5-Seater</b> – with AC up to 250 Kms per day (12 hours Duty) for outstation duty	25	Nos.	3366.27	84156.75	1009881.00
1b	Charges per Kms for extra Kms, exceeding Kms (80 Kms or 250 Kms)	1000	Kms	14.76	14760	177120.00
1c	Detention charges per hour (up to 06 Hours)	20	Per hours	98.43	1968.6	23623.20
1d	Detention charges for exceeding 06 hour i.e. Night halt	10	Night Halt	246.07	2460.7	29528.40
2	<b>Diesel Innova or equivalent SUV, 7-Seater</b> with AC up to 80 Kms per day (10 hours duty) for local duty	05	Nos.	3277.69	16388.45	196661.40
2a	<b>Diesel Innova or equivalent SUV 7-Seater</b> – with AC up to 250 Kms per day (12 hours Duty) for outstation duty	05	Nos.	5610.45	28052.25	336627.00
2b	Charges per Kms for extra Kms, exceeding Kms (80 Kms or 250 Kms)	250	Kms	18.7	4675	56100.00
2c	Detention charges per hour (up to 06 Hours)	10	Per hours	98.43	984.3	11811.60
2d	Detention charges for exceeding 06 hour i.e. Night halt	05	Night Halt	295.29	1476.45	17717.40
3	<b>Diesel Maruti Suzuki Ertiga or equivalent MUV 7 Seater</b> with AC up to 80 Kms per day (10 hours Duty) for local duty	02	Nos.	2952.87	5905.74	70868.88
3a	<b>Diesel Maruti Suzuki Ertiga or equivalent MUV 7 Seater</b> with AC up to 250 Kms per day (12 hours Duty) for outstation duty	10	Nos.	5118.31	51183.1	614197.20
3b	Charges per Kms for extra Kms, exceeding Kms (80 Kms or 250 Kms)	500	Kms	17.72	8860	106320.00
3c	Detention charges per hour (up to 06 Hours)	10	Per hours	98.43	984.3	11811.60
3d	Detention charges for exceeding 06 hour i.e. Night halt	5	Night Halt	295.29	1476.45	17717.40
	<b>Total Estimated amount for a year without GST</b>					<b>29,98,894.68</b>
	<b>Total Estimated amount for two year without GST</b>					<b>59,97,789.36</b>

**NOTE: Above Vehicle Required on Casual Basis (As and When required). GST will be paid on actual amount payable by GIPCL**

Date:

Place:

Name of Firm :

Address :

Mobile No. :

Name & Designation of Officer Seal

\*\*\*\*\*

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**APPLICABLE GST TAX SLAB BID:**

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>APPLICABLE GST IN %</b>
<b>1</b>	<b>ANNEXURE-IV FOR SCHEDULE OF RATE FOR REGULAR REQUIREMENT</b>	
<b>2</b>	<b>ANNEXURE-V SCHEDULE OF RATE FOR CASUAL REQUIREMENT</b>	

**NOTE:**

Kindly note that all bidders shall mention specifically GST rate applicable in the above-mentioned Annexure. GIPCL may consider GST as inclusive if they do not mention / left blank GST column as herein above.

Date:

Place:

Name & Designation of Officer Seal

Name of Firm : \_\_\_\_\_

Address : \_\_\_\_\_

Phone No. : (O) \_\_\_\_\_ (R) \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

\*\*\*\*\*

## SECTION-F

### ANNEXURE-A

#### **PROFORMA FOR CONTRACT TRANSPORT-CUM-PERFORMANCE GUARANTEE BY SELLER / CONTRACTOR.**

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

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: A N O L I , 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 as 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 Company any money so demanded notwithstanding 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.....

Corporate Seal of the Bank

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 at Annexure -VI of Volume I.

.....Bank

By its constitutional Attorney

## **ANNEXURE-B**

### **PROFORMA 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 Company any money so demanded notwithstanding 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.

-2-

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 at Annexure- VI of Volume I.

**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

**ANNEXURE-C****PERFORMA CERTIFICATE**  
(No claim, No arbitration)

To,  
 General Manager (M&C)  
 Gujarat Industries Power Company Limited,  
 P.O. Ranoli – 391 350.  
 Dist. Vadodara - Gujarat.

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 Lol / contract is full and final. We accept this, and no claim related to payment is left.
3. The rates of the Lol / 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 Lol 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 non compliance 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 Lol 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 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 labours, 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- D**

### **DOCUMENTS FOR PRE-QUALIFICATION BID FOR ARC OF TRANSPORT- GIPCL - BARODA.**

01	Name of TRANSPORT 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	PAN NO. (with supporting documents )	
06	GST Certificate (with supporting documents )	
07	The Police Clearance Certificate for the agency.	
08	Annual Turnover * (Please attach latest copy of Appendix-A) Minimum average turnover to be approx. Rs. One Crores.	
09	Total number of Branches in Gujarat. As well as in India.	
10	Work order and Performance certificates from three different Clients.	
11	Present List of servicing clients details as per attached format.	
12	Any other additional information's.	
13	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:

Place:

Name & Signature of Bidder & official seal

**ANNEXURE- E****LIST OF CLIENTS**

Sr. No.	NAME & LOCATION OF CLIENTS	TOTAL NO. OF TRANSPORT VEHICLES		PERIOD		NAME OF HOD WITH PHONE NUMBER
		REGULAR	CASUAL	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 &amp; Date

## **ANNEXURE- F**

### **SECTION-I**

#### **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

### **SECTION-II**

#### **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**  
**DEVIATION SHEET**

**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.

<u>Sr. No.s</u>	<u>SECTION</u>	<u>CLAUSE NOS.</u>	<u>AS TENDER DOCUMENT</u>	<u>DEVIATION</u>
<u>COMPANY SEAL</u>				
<u>SIGNATURE</u>				
<u>NAME</u>				
<u>DESIGNATION</u>				
<u>COMPANY</u>				
<u>DATE</u>				

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****PARTICULARS OF THE BIDDER**

Sr. No.s	Particulars	Please provide information here.
	Name of Bidder	
	a. Registered Office Address b. Address for correspondence. c. E – mail ID:	
	Contact Details Contact Person Name Telephone No.s Mobile No.s	
	Year of establishment  PAN Nos.  GST NOS.	

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

**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: PETROCHEMICALS, DIST: VADODARA - 391 346.

**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**

**Place:**

**Date:**

**Signature of the Bidder  
With Designation**

ANNEXURE-M**PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/SD/TENDER FEE**

1. For making online payment, first go to the website: **www.gipcl.com**

2. Then, click on the caption/link as can see like:

***“Click here for Making Online Payment of EMD/SD, Advance for Ash, Advance for DM water etc.”***

(The link is visible as horizontal highlighted in “orange” shade below Tenders - News & Update Section).

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.

4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self-explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

If the some required fields are not known/available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

**Optional Note:** Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Dept. or Concerned Person, so that the vendor can be identified. The same party code may be used for future transactions also.

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.

By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

**Important Note:** Please note that for making online payment through the above gateway, the charges\* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

<b>Payment Mode</b>	<b>Charges</b>
Net Banking	Rs.9 + GST
Debit Card	NIL
Credit Card	0.75% + GST
International Card	3.00% + GST
UPI	NIL

## **GUJARAT INDUSTRIES POWER COMPANY LIMITED**

PO: PETROCHEMICAL, DIST: BARODA – 391346

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.

<b>GIPCL'S COMMITMENT</b>	<b>PARTY'S COMMITMENT</b>
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 its 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.