



**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**P.O. PETROCHEMICALS 391 346, DIST. BARODA.**  
**TELEFAX: (Direct) 2230201 (EPABX) 2232768,2232213,2230159,**  
**TELE FAX: 2230201, E- Mail: [purchase@gipcl.com](mailto:purchase@gipcl.com)**

**JOB: - ANNUAL RATE CONTRACT FOR PETTY CIVIL WORK AT GIPCL-BARODA**

***Tender No: - HJ/06/GIPCL/2017***

***Tender Date: -18.02.2017***  
***Tender Due Date: - 04.03.2017***

**“I N D E X”**

Annexure-I	– Details for submission of Tender.
Annexure-II	– Pre Qualification Criteria for Bidders
Annexure-III (Part-I, II & III)	– Schedule of Quantities & Rates and Technical Specification
Annexure-IV	- General Terms & Conditions of Contract
Annexure-V	- Price Bid

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**ANNEXURE- I**

**Job: - ANNUAL RATE CONTRACT FOR PETTY CIVIL WORK AT GIPCL-BARODA FOR THE YEAR 2017-2018.**

**PLEASE SUBMIT YOUR OFFER IN 2 (TWO) PARTS (A) TECHNICAL BID & (B) PRICE BID.**

**(A) Technical Bid: - You have to submit following documents along with Technical Bid of Tender.**

(1) EMD of **Rs. 25,000/-** (Rupees Twenty Five Thousand only) by way of demand draft in favour of "GUJARAT INDUSTRIES POWER CO. LTD" payable at Baroda. (EMD of unsuccessful bidder will be returned). Offer without EMD shall not be considered. No interest shall be paid on EMD

(2) Please refer enclosed Annexure-II for Pre-Qualification Criteria of this Tender Inquiry.

(Please submit photocopy of necessary documents along with your Technical offer) as indicated in Annexure-II of Tender Document.

(3) For General Terms & Conditions of this tender inquiry, refer enclosed Annexure-III)

(Please Sign. & Stamp the photocopy of Annexure-III and submit the same along with your technical offer.)

(4) Please refer enclosed Annexure-IV – Part-I, II & III for Scope of Work & Schedule of Quantities & Rates.

(Please Sign. & Stamp the photocopy of Annexure-IV – Part I, II & III and submit the same along with your technical offer.)

(5) Please refer enclosed Annexure-V for Format of Price Bid.

(You are requested to submit your offer in this format only.

Encl: - Annexure-I, II, III, IV, & V.

**You are requested to submit your offer in *Two Separate Sealed Envelopes* on or before 04.03.2017 up to 17.30 PM**

**ADDRESS FOR SUBMISSION OF TENDER:**

**DY. GENERAL MANAGER (MAT & CONT)**  
GUJARAT INDUSTRIES POWER COMPANY LIMITED  
P.O.PETROCHEMICAL-391346, DIST: BARODA  
PHONE: (EPABX) (0265) 2232768, 2232213 & 2230159.  
TELE FAX: 2230201 (Direct), E- Mail: [purchase@gipcl.com](mailto:purchase@gipcl.com).

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**B A R O D A**

**ANNEXURE – II**

**PRE QUALIFICATION CRITERIA FOR BIDDER: -**

Bidder has to fulfill pre qualification conditions and has to submit copy of following documents along with offer: -

- (1) Bidder should have executed a single order of minimum value of Rs.12.00 Lacs (including labour & material cost) of similar nature during last three financial years and shall also submit Satisfactory Performance / Completion Certificate.
- (2) Copy of PF registration to be enclosed.
- (3) Copy of Service Tax Registration to be enclosed.
- (4) Copy of PAN Card
- (5) Annual turnover during last two financial years should be at least Rs. 20.00 Lacs per year.
- (6) List of the major jobs carried out in the last three years with name of the client, consultant, and value of the work carried out & contract period etc. (Worked as a sub-contractor will not be considered)

SEAL & SIGNATURE OF TENDERER. : \_\_\_\_\_

NAME OF AUTHORISED PERSON : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

NAME OF THE FIRM : \_\_\_\_\_

PHONE NO :O)\_\_\_\_\_ (R)\_\_\_\_\_

MOBILE NO. : \_\_\_\_\_

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
B A R O D A**

**ANNEXURE – IV**

**GENERAL CONDITIONS OF CONTRACT FOR ANNUAL RATE CONTRACT FOR  
PETTY CIVIL WORKS**

**1.0 RATES:**

- 1.1 Your quoted rates will remain firm irrespective of any variation in quantities and contract value.
- 1.2 The quantities of various items mentioned in the schedule of rates are approximate and may vary up to any extent or be deleted altogether.
- 1.3 The prices / rates quoted by you shall remain firm till completion of the contract and shall not be subjected to any escalation.
- 1.4 Under this rate contract, you shall have to execute all work from time to time as instructed by our Engineer-In-Charge concerned.
- 1.5 The contractor in his rates shall include all cost of Royalties, Rents, Excise, Stamp duties, Central or State government, or Local body or Municipal taxes or duties, Turn over tax etc.
- 1.6 The contractor shall include in his rates all cost of material, labour, transportation, loading, unloading, machinery, equipment, wastage etc.

**2.0 CONTRACT PERIOD:**

- 2.1 This annual rate contract shall be valid for 12 months (1 YEAR) from the date of acceptance.
- 2.2 GIPCL reserves the right to extend the validity of this contract up to further period of 3 months.

**3.0 TAXES:**

- 3.1 SERVICE TAX: Service Tax shall be paid extra as applicable. Please submit your service tax registration.
- 3.2 Quoted Rates shall be Inclusive of VAT.
- 3.3 INCOME TAX: Income tax at the prevailing rate on the gross amount billed shall be deducted from your bills as per Income Tax Act.

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**4.0 OFFER VALIDITY:**

- 4.1 Your offer shall remain valid for acceptance for 90 days from the due date of Tender.

**5.0 TERMS OF PAYMENT:**

- 5.1 You will submit one monthly running account bill, and payment shall be released within 30 days.

**6.0 EARNEST MONEY DEPOSIT:**

- 6.1 You have to submit EMD Rs.25,000/- by way of DD in favour of GIPCL, payable at Baroda, offer without EMD shall not be considered. EMD of unsuccessful bidder shall be returned within one week from the date of finalisation of contract. No interest shall be paid on EMD.

**7.0 SECURITY DEPOSIT:**

- 7.1 Security Deposit shall be deducted from each R. A. Bill @ 10% of the each R.A. bill amount.
- 7.2 5% of the S.D. deducted shall be released on completion of contract and balance 5% shall be released after 6 months from completion of work, if no defect is found. In case of any defect in work, the contractor shall have to repair / rectify the same at his cost.

**8.0 INSURANCE:**

- 8.1 Contractor shall be liable to pay contribution to the State Insurance Scheme in respect of the all labours employed by them for the execution of the contract in accordance with the provision of the Employee State Insurance Act, 1948 as amended from time to time.

**9.0 LEGAL ASPECTS:**

- 9.1 The contractor shall maintain all register required under the Labour Laws & make the payment as per the minimum wages act to the workers employed by you.
- 9.2 Contractor's employee, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box/lighter or any other explosive and/or inflammable material inside the plant.
- 9.3 Contractor shall not sublet the contract to any other party without written permission of GIPCL.

- 9.4 Contractor shall abide by all the statutory rules & regulations like P.F., Labour laws etc.
- 9.5 Contractors have to assume full responsibility against any accident/ injury to or death of their personnel while working at GIPCL site. GIPCL will not be responsible for any such accident/injury/death either in terms of compensation or any other form of liability.
- 9.6 Contractor shall issue Identity cards to all employees engaged at GIPCL with instructions that they should produce the same on demand. They all shall at all times keep the Identity card while on duty.
- 9.7 Contractor have to assume full liability of the person engaged by them for above work, however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
- 9.8 The contractor shall obtain a labour license from license authority (i.e. office of the labour commissioner) by payment of prescribed fees/ deposits before starting of actual work at our plant. If certificate in form No. V is required for applying the license; the same will be issued by competent authority of GIPCL on request.
- 9.9 The Contractor may kindly note given hereunder an indicative list of Labour Laws that would become applicable to the contractor.
- a. Contract Labour (Regulation & Abolition) Act- 1970.
  - b. Employees Provident Fund & Misc. Provisions Act-1952.
  - c. Employees State Insurance Act-1948.
  - d. Factories Act-1948.
  - e. Minimum Wages Act-1948.
  - f. Payment of Bonus Act-1965.
  - g. Payment of Wages Act-1936.
  - h. Workmen compensation Act-1923.

9.10 **COMPLIANCE OF LABOUR LAWS:**

**[A] CASE- I**

The contractor directly carries out the job with their own employees without sub contracting the job to their sub contractor.

**IN THIS CASE:**

- [I] The contractor will confirm that they will comply following labour laws, which is applicable to contractor.

Contract Labour (Regulation & Abolition) Act-1970.

- (1) Employees Provident Fund & Misc. Provision Act-1952.
- (2) Employees state Insurance Act-1948.
- (3) Factories Act-1948.
- (4) Minimum wages Act-1948.
- (5) Payment of Bonus Act-1965.
- (6) Payment of wages Act-1936.
- (7) Workmen Compensation Act-1923.

Above is only an indicative list; however compliance of above statues would cover major compliance.

- [II] The contractor will have to submit following documents (A) on commencement of contract/work (B) on monthly basis and (C) on quarterly / yearly basis.

**(A) ON COMMENCEMENT OF WORK:**

- (1) Copy of Labour License commensurate with number of workmen to be engaged.
- (2) Copy of registration under EPF & MP Act-1952 and allotment of PF code Number.
- (3) Site wise workmen compensation policy commensurate with skill possessed by the workmen.
- (4) If workman of contractor are covered under ESIC and possess valid ESI Number than Serial Number (3) above may not be required.

**(B) ON MONTHLY BASIS:**

- (1) PF challan on month to month basis
- (2) Copy of attendance & wages paid register on month to month basis

**(C) ON QUARTERLY / YEARLY BASIS:**

- (1) 3A / 6A under PF act at end of the year.
- (2) Bonus payment registers on completion of financial year OR on expiry of one-year contract whichever is earlier
- (3) Payment registers of earned leave with wages on expiry of one-year contract.

- [III] The contractor shall file various returns as provided under different labour laws from time to time. Copies of the said returns may be made available to GIPCL HR&A department as & when called for.

- [IV] The contractor or his authorized representative shall remain present during Inspection by Govt. authority like GLO / ACL / PF officer etc. Compliance of any remark / directives of said authority will also be immediately carried out & an intimation of the same will be conveyed to GIPCL HR&A department.

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- [V] The state Govt. encourages & promotes employment of locals for non-supervisory jobs. Contractor accordingly engages locals from nearby villages. It is desired that successful bidder may also adopt this practice.

**[B] CASE-II**

In the event supplier is hiring the services of their sub contractor to carry out erection / commissioning job.

**IN THIS CASE:**

- [I] The contractor, on behalf of the sub contractor engaged by them, will have to ensure compliance of all the labour laws, as listed at [A] (i.e Case-I) and will provide an undertaking as per enclosed Annexure, i.e. the supplier will discharge all the liabilities of a principle employer.
- 9.11 The Contractor shall file various returns as provided under different labour laws from time to time. Copies of the said returns may be made available to HR&A department of the company as & when called for.
- 9.12 The Contractor or his authorized representative shall remain present during inspection by any Govt. authority like GLO / ACL / PF officer etc. Compliance of any remark / directives of said authority will also be immediately carried out & an intimation of the same will be conveyed to our HR&A department.
- 9.13 Any statutory payment like Wages / Over time / Bonus / Leave payment etc. shall be made in the company's premises and in presence of company's authorized representative.
- 9.14 In case of failure to comply any of the provisions of the Labour Laws, The Company as a principal employer reserves its right to deduct the amount from the bills to fulfill the liabilities arises due to non compliance of the provisions of the labour laws.
- 9.14 In case of failure to comply any of the provisions of the Labour Laws, The Company as a principal employer reserves its right to deduct the amount from the bills to fulfill the liabilities arises due to non compliance of the provisions of the labour laws.
- 10.0 All chipping of masonry \ concrete etc. which may be required to be done shall be carried out only after obtaining necessary permits from the respective unit in charge or other competent authority through the Engineer-in-Charge. All the precaution prescribed by the unit in charge will also have to be followed.



**11.0 MEASUREMENT:**

- 11.1 The measurement will be as per I.S. 1200.
- 11.2 Wherever any dispute regarding mode of measurement arise, the decision of the Engineer-in-Charge shall be final & binding on the contractor.

**12.0 CONTROLLING OFFICER:**

- 12.1 The controlling officer for this contract shall be Manager (Civil) and you will work under his guidance and instruction. You will submit your bills to Manager (Civil) for certification and payment.
- 13.0 The contractor shall take up any type of extra work connected with the contractual work after consent of competent authority and payment for such jobs will be made on the basis of (i) interpolation of rates or (ii) labour rates plus material cost plus 15% overheads & profit, wherever interpolation is not possible.

**14.0 POWER & WATER SUPPLY:**

- 14.1 Construction power and reasonable quantity of water for construction purpose will be supplied free of cost by GIPCL at one point convenient to owner / engineer, for further arrangement at various location will be arrange by the contractor.

**15.0 SAFETY CLAUSE:**

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

**16.0 TERMS & CONDITIONS:**

- 16.1 Contractors have to strictly work under the supervision and control of the GIPCL Engineer-in-Charge. The instructions given by the engineer-in-charge for execution of the job shall remain final & binding to Contractor.
- 16.2 The contractor shall start work only after getting valid work permit/ hot work permit / clearance from engineer in-charge as the case may be.
- 16.3 The day to day instruction for the work shall be given by our engineer-in-charge at site. His instructions & clarifications /interpretations shall be final & binding to Contractor.

- 16.4 Contractors have to mobilise their resources at site within **24 hours** from the intimation given by GIPCL. If contractor fails to complete the emergency job within the stipulated period a **penalty of Rs. 500 per incident** will be deducted from the bill.
- 16.5 Contractor shall be responsible for making good to the satisfaction of GIPCL any loss and any damage to existing structure and properties belonging to the company if such loss or damage is due to fault and/or the negligence or willful acts or omission of the contractor, his employee, agents, representatives or sub contractor. In such cases decision of engineer in charge will be final and binding on the contract.
- 16.6 GIPCL shall not pay any compensation for the idle man hours of contractor due to change in schedule of jobs or delay in supply of facility by GIPCL.
- 16.7 Contractors have to work as per the proper specification and in proper order in time. Workmanship shall be of highest professional standard.
- 16.8 The contractor shall carry out the works at GIPC Plant, GIPCL House at Sama area and JWSS at village Angadh as and when required.

**17.0 FAILURE & TERMINATION:**

- 17.1 Contractor shall be responsible for the complete jobs and in case, fails to do so GIPCL shall recover from your bill whatsoever incurred to complete the job.
- 17.2 In case if, your services are not found satisfactorily then GIPCL have right to terminate the contract at any time by giving you 15 days advance notice without assigning any reason & will make the alternate arrangement at your cost & risk.

**18.0 JURISDICTION:**

- 18.1 In case of any disputes arising out of this contract, shall be subjected to the Jurisdiction Court in Baroda City only.

**WE ACCEPT THE ABOVE TERMS & CONDITIONS:**

SEAL & SIGNATURE OF TENDERER: \_\_\_\_\_

NAME OF AUTHORISED PERSON : \_\_\_\_\_

NAME OF FIRM : \_\_\_\_\_

PHONE / MOBILE NO. : (O) \_\_\_\_\_ (R) \_\_\_\_\_

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

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
B A R O D A**

**ANNEXURE-V**

**(TO BE SUBMITTED ON YOUR LETTER HEAD)**

**Sub: - Offer for Annual Rate Contract of PETTY Civil Work at GIPCL-Baroda.**

**We agree to execute the above mentioned work at \***

1. **At the (Schedule of Rates) S.O.R. entered in Annexure-III (Part-I, II & III).**
2. **At \_\_\_\_\_ % (Percent) below the S.O.R. entered in Annexure-III ((Part-I, II & III).**
3. **At \_\_\_\_\_ % (Percent) above the S.O.R. entered in Annexure-III (Part-I, II & III).**

**Note: - Whether service tax is applicable: Yes / No. \_\_\_\_\_%**

**(If applicable, please mentioned the % applicable of Service Tax and also attach the copy of Service Tax Registration)**

*\* Strike out whichever is not applicable.*

SEAL & SIGNATURE OF TENDERER. : \_\_\_\_\_

NAME OF AUTHORISED PERSON : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

NAME OF THE FIRM : \_\_\_\_\_

PHONE NO : ( O) \_\_\_\_\_ (R) \_\_\_\_\_

MOBILE NO : \_\_\_\_\_

\* \* \* \* \*