



GUJARAT INDUSTRIES POWER COMPANY LIMITED

P.O.PETROCHEMICAL-391346, DIST: BARODA

Phone Nos.: (Direct) 2230201, EPABX (0265) 2232768, 2232213, 2230159, Extn: 287
Telefax: 2230201, E-Mail: purchase @gipcl.com

**TENDER FOR CONSTRUCTION OF RCC EFFLUENT PIT
NEAR DM PLANT AT GIPCL-BARODA PLANT.**

Tender No: MAT/MM/EFFLUENT CONS./GIPCL/2017-18

**Tender Date: 22.02.2017
Tender Due Date: 09.03.2017**

**JOB: CONSTRUCTION OF RCC EFFLUENT PIT NEAR
DM PLANT AT GIPCL-BARODA PLANT.**

**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**



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NOTE:

All the Bidders should study entire Tender documents carefully & May carry out Plant visit before quoting & submitting their Bid to understand scope of work and its importance.



NOTICE INVITING TENDER (NIT)

Tender No: MAT/MM/EFFLUENT CONS./GIPCL/2017-18 Tender date: 22.02.2017

| | |
|---|---|
| Name of work | Construction of RCC effluent pit near DM Plant 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.(Section-D) |
| Work completion period | 60 (sixty) days from the date of site clearance. |
| EMD | Rupees 25,000=00 (Rupees Twenty Five thousand only) by way of Demand Draft In favour of GIPCL payable at Baroda OR Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses. |
| Availability & downloading of Tender documents. | On website: www.gipcl.com |
| Last date of submission of offer | 09.03.2017 Up to 17:30 hrs. |
| Submission of EMD and other supporting documents for technical Bid, Price bid in physical form. | On or before 09.03.2017 during office hours to Dy.General Manager (M&C) at office of GIPCL-Baroda, Dist.Baroda-391346 |
| Estimated cost of Tender as per SOR | Rs.8,40,710.00 (Rupees Eight Lacs forty thousand Seven Hundred Ten only) |

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 tender documents, EMD & other supporting documents in physical form only at the following address:-

Deputy General Manager (M&C)

Gujarat Industries Power Company Limited

P.O.Petrochemical – 391346,

Dist: Baroda (Gujarat)

Phone Nos.: (Direct) 2230201, EPABX (0265) 2232768, 2232213, 2230159,

Extn: 287, Telefax: 2230201, E-Mail: purchase @gipcl.com



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

DETAILS FOR SUBMISSION OF TENDER

**JOB: CONSTRUCTION OF RCC EFFLUENT PIT NEAR DM PLANT AT GIPCL-
BARODA PLANT.**

**BIDDER HAS TO SUBMIT THEIR OFFER IN TWO PARTS
i.e. PART (A) TECHNICAL BID & PART (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 or by way of bank guarantee as per given format. (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 **Section-A** Instructions to bidder for eligibility criteria (Pre-Qualification Criteria) of this Tender Inquiry.

(Please submit photocopy of necessary documents along with your Technical bid as indicated in Section-A of Tender Document)

(3) Please refer enclosed **Section-B** for General Terms & Conditions of this tender inquiry.

(Please Sign. & Stamp the photocopy of Section-B and submit the same along with your technical bid.)

(4) Please refer enclosed **Section-C** for Special Terms & conditions of Tender inquiry.

(Please Sign. & Stamp the photocopy of Section-C and submit the same along with your technical bid.)

(5) Please refer enclosed **Section-D** for Schedule of Quantities & Rates for above job.

(Please sign & stamp the photocopy of section-D without indicating the higher, lower or same rates and submit the same along with your technical bid as a token of acceptance.)

(6) Please refer enclosed **Section-E** for Annexure & forms.

NOTE: YOU HAVE TO SUBMIT ABOVE DOCUMENTS BY COURIER OR SUBMIT THE SAME PERSONALLY ON OR BEFORE DUE DATE AT THE ADDRESS GIVEN BELOW. PLEASE NOTE THAT WITHOUT SUBMISSION OF ABOVE DOCUMENTS YOUR OFFER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.



(B) PRICE BID:

You have to submit following document along with Price Bid of Tender.

- (1) **Section-D** Scope of Work and Schedule of Quantities & Rates duly filled, signed & stamped by bidder.

(You are requested to offer your rates as per the price bid format uploaded on website)

Price Schedule (SCHEDULE OF QUANTITIES & RATES) is given at Section-D. Bidder has to give their rates in terms of same / above / below the SOR.

BOTH THE OFFERS i.e. PART- (A) TECHNICAL BID AND PART- (B) PRICE BID SHOULD BE SEALED IN SEPARATE ENVELOPE INDICATING INQUIRY NO AND DUE DATE.

ADDRESS FOR SUBMISSION OF TENDER:

**DEPUTY 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.**



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Power company located at P.O.Petrochemical-391346, Dist: Baroda with installed capacity of 310 MW.

GIPCL-Baroda is accessible by road from Baroda railway station and Airport and plant is about 15-18 Kilometers from both the locations.

The Company intends to award contract for construction of RCC effluent pit near DM plant at GIPCL-Baroda and is therefore inviting open tenders from experienced & resourceful contractors.

2. SCOPE OF WORK:

The Bidder shall be totally responsible for the total assignment of construction of RCC effluent pit at GIPCL-Baroda as per list of activities indicated at schedule of quantity & rates (SOR) given at Section-D of tender documents.

- (a) The Bidder shall be responsible for the complete jobs and in case, fail to do so, the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- (b) The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officers & his' instructions & clarifications/interpretations shall be final & binding to the Bidder.
- (c) The Bidder shall take full liability of the persons engaged by them, however, the GIPCL shall reserves the right to deduct any amount legally justified towards any liability not fulfilled,
- (d) The Bidder shall issue Identity cards to all employees engaged by them with the instructions that the same should be produced by them on demand and shall at all times keep the Identity card while on duty.

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



NOTE:

- (A) The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- (B) Quantum of job mentioned against all items in the SOR is indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the SOR are approximate quantities for the contract period and they may vary as per job requirements.
- (C) All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

4. GENERAL INSTRUCTIONS

- 4.1 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.
- 4.2 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.
- 4.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, 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.
- 4.4 Before quoting the rates, the Bidder 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.
- 4.5 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.
- 4.6 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.
- 4.7 The tender documents shall not be transferable.



- 4.8 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.
- 4.9 Conditional offers shall not be considered and liable to be rejected.
- 4.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 4.11 Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 4.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 4.17 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.

5. PLANT VISIT:

The Bidder is advised to visit the GIPCL-Baroda Plant after downloading the tender copy from website: www.gipcl.com to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and



entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

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

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, importance of work, round the clock working conditions, safety requirements, etc. which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL. The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

6. ELIGIBILITY CRITERIA

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

- 6.1 Annual turnover during last two financial years should be at least **Rs. 30.00** Lacs per year. Copy of income tax returns shall be submitted for the same.
- 6.2 List of the major construction jobs carried out in the last (03) three years with name of the client, consultant, value of the work carried out, contract period, etc. along with client satisfactory performance / completion certificate.



- 6.3 Bidder should possess minimum Three years of experience **out of last five years** in similar nature of jobs and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with 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.

Note: For evaluation of the bid, the executed value mentioned in the work completion certificated will be considered.

- 6.4 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **Three years out of last five years** satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed work each costing not less than the amount equal to 80% of the total estimated cost.**

OR

b. **Two similar completed work each costing not less than the amount equal to 50% of the total estimated cost.**

OR

c. **Three similar completed work each costing not less than the amount equal to 40% of the total estimated cost.**

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

- 6.5 Contractor shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.

- 6.6 EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in tender document.

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

- 6.8 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. 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 only once 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.



- 6.9 Bidder should have annual turnover as indicated above in each year for 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 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.

- 6.10 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 6.11 Bidder has to submit Service Tax registration number. Copy of the same shall be submitted.
- 6.12 In case Bidder is a joint venture company since last five years, the above requirements / credential of Joint Venture Company / Parent companies shall be considered.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof with EMD 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.

7. 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.

8. EARNEST MONEY DEPOSIT (EMD):

- 8.1 An EMD of Rupees Twenty Five Thousand (Rs.25,000=00) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Baroda.
- 8.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited. Baroda from any public sector bank or schedule private sector bank. The format of bank guarantee shall be as attached specimen only.
- 8.3 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.



- 8.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 8.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 8.6 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to Dy.General Manager (M&C) GIPCL-Baroda as per details given in tender.
- 8.7 No interest shall be payable on EMD.
- 8.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.
- 8.9 **SCHEDULE OF EMD**

| | |
|--|--|
| EMD and other documents dully signed to be submitted in physical form on or before due date of closing of the tender | Address for Submission: Dy.General Manager (M&C) GUJARAT INDUSTRIES POWER CO. LTD., P.O.Petrochemical-391346, Dist:Baroda, (Gujarat) Phone Nos.: (Direct) 2230201, EPABX (0265) 2232768, 2232213, 2230159, Extn: 287 Telefax: 2230201, E-Mail: purchase @gipcl.com |
|--|--|

9. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

The bids shall be submitted within the dates specified in the NIT along with the details of EMD, in two parts as under:

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

Note: EMD shall be submitted in physical form on or before due date of closing of the tender.

(a) PRE QUALIFICATION AND TECHNO-COMMERCIAL BID WITHOUT PRICE:

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

1. Qualification and experience of bidder.
2. Schedule of deviation as per attached deviation sheet, technical as well as commercial, if any.
3. Qualification & experience of Supervisors / manpowers.



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

1. The tender documents duly signed in all pages without price bid. along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria.
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any).
6. Turn over for the last three years, audited annual accounts / financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. Service tax registration number/certificate copy.

(b) PRICE BID:

1. Price Bid shall be submitted physically exactly as per the format given in the tender documents.
2. Service tax shall be paid extra at actual by GIPCL as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____% below the estimated value OR _____% above the estimated value."**
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. GIPCL reserves the right to extend the contract period for further period of three months with the same terms & conditions.

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 joint venture/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.

10. 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.

11. POLICY FOR BIDS UNDER CONSIDERATION

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

12. 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.



13. OPENING OF BIDS

13.1 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.

13.2 Preliminary Examination:

13.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.

13.2.2 Arithmetical errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
- (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

14. EVALUATION & COMPARISON OF BIDS

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.



14.7 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.

15. RIGHT OF REJECTION OF TENDERS

15.1 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.

15.2 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.

15.3 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.

16. AWARD OF CONTRACT

16.1 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.

16.2 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.

17. COMPLETION PERIOD:

17.1 Job shall be completed within 60 days from the date of site clearance given by GIPCL.

17.2 GIPCL reserves the right to extend the completion period, if required with the same rates, terms and conditions without any price escalation and entering into any new contract.

18. CONTRACT SECURITY DEPOSIT:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount



Equivalent to **10% (Ten)** of the “contract value” from any schedule public sector bank OR schedule private sector bank, and it shall guarantee the faithful Performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

19. 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.

20. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER:

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen with proper identification to enter the plant premises.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL office in charge and who shall bear overall responsibility for performance of the contract. Such person shall remain always



available at site or site office allotted to the contractor at GIPCL-Baroda site. Contractor has to submit the authority letter and documentary proof for the same.

(vii) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges & the same will be recovered from the Contractor's bill.

(viii) During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

21. 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 Bid, in writing or by E-mail at the GIPCL's mailing address purchase@gipcl.com 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 prospective Bidders.

22. 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'.

23. 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 before closing of bid dates. All such interpretations and clarifications shall form a part of the Bid documents.

24. PAYMENTS

You shall submit R. A. bills and final bill in approved Performa in duplicate to the Engineer-in-charge giving abstract and detailed measurements for the items executed. The payment of RA bills and final bill shall be made within 15 days from the date of RA bills / final bill certified by the Engineer-in-charge after making necessary deductions as applicable.

25. POINTS TO BE CONSIDERED DURING QUOTING PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and scope of work.
- b. The quantities given in the schedule of rates are estimated and payment will be made as per actual work carried out as per the rates of work order.



26. QUANTITIES

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

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

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

NOTE:

1. Tender documents are available only in electronic format. Bidders can download from the web site - www.gipcl.com
2. Following should be submitted physically or by courier in sealed envelopes as per "**details of submission of tender**" given in this tender documents before due dates of tender at following address

[1] E.M.D. cover [2] Complete copy of tender documents without price bid duly signed & stamped on each page as a token of acceptance [3] Supporting Documents for Technical Bid.[4] Deviation sheet, if any.(4) Price bid.

Address for submission:

Deputy General Manager (M&C)
M/s. Gujarat Industries Power Company Limited.
P.O.Petrochemical-391346, dist; Baroda

3. Bidders who wish to participate in tender will have to download the tender before due date set for tender. GIPCL will not be held responsible in case of late submission of offer by bidder due to any reason.



SECTION-B

GENERAL CONDITIONS OF CONTRACT

1. VALIDITY:

Your offer should remain valid for acceptance for 180 days from the due date of tender documents.

2. PRICE BASIS:

The rates quoted by you shall remain FIRM throughout the contract period and shall not be subjected to any price variation clause, whatsoever in nature.

3. CONTRACT SECURITY DEPOSIT:

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

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

4. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of GIPCL office-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of GIPCL office-in-charge within the time frame given in work order and as per day to day instructions by GIPCL office-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.



5. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

The contractor shall not assign or sub-let any part of the contract to any other party or agency without written permission from GIPCL.

6. 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.

7. 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.

8. 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 15% 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) then GIPCL has right to terminate the contract at any time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.



9. FAILURE & TERMINATION

- (a) In case, the Bidder fail to give satisfactory service then the GIPCL shall terminate the contract at any time, without assigning any reason and will make alternate arrangement at the cost & risk of the Bidder.
- (b) In normal circumstances either party can terminate the contract by giving one-month notice in writing.
- (c) In case of any violation/non compliance of any agreed terms and conditions, shall be liable for appropriate penalty, as per the sole discretion of the GIPCL's Authorized Officer.

You shall be responsible for the complete jobs and in case, fails to do so GIPCL shall recover cost from you, whatsoever incurred to complete the contract obligation.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound & safety (OHSAS policy of GIPCL) then GIPCL has rights 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 cost and risk of the Contractor.

10. 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. The place of arbitration shall be at Vadodara city only state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. 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.

11. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of GIPCL officer in charge will be final and binding on the contractor.



12. EMPLOYEE'S COMPENSATION INSURANCE

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

13. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Medical and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at GIPCL-Baroda site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 3.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL-Baroda Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.



- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn.Dept.
- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL-Baroda. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.



- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

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

6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
7. The 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, All Labor Laws Act in respect of employees engaged by him for the work and Shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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



b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

14. 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.

15. 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.



16. NIGHT/SUNDAY/HOLIDAY SHIFT

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

17. SAFETY ASPECT

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

18. GENERAL SAFETY CLAUSES:

1. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL-Baroda site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the GIPCL-Baroda Plant and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of GIPCL-Baroda site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.



8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.

19. GENERAL TERMS AND CONDITIONS:

- a. The decision of the GIPCL office in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- b. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- c. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- d. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- e. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

20. CONTRACTOR'S SUPERVISION

None of the CONTRACTOR'S manpower should be withdrawn from the work without due notice being given to the GIPCL officer in charge, further no such withdrawals shall be made if in the opinion of the GIPCL officer in charge such withdrawals will jeopardize the required pace of progress / successful completion of the work.

The CONTRACTOR shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GIPCL shall be at liberty to object to and require the CONTRACTOR to remove any person employed by the CONTRACTOR in or about execution of works who in the opinion of the GIPCL officer in charge misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GIPCL.

Neither the CONTRACTOR and the PURCHASER nor the ENGINEER shall hire or employ any employee of the other party except by mutual consent.



21. FACILITIES TO BE PROVIDED BY GIPCL

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

a. GIPCL Subsidies canteen Facility.

Apart from the above, no other facilities shall be provided by GIPCL.

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

22. 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.

23. 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.

24. GOVERNING LAW AND JURISDICTION

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

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



SECTION-C

SPECIAL CONDITIONS OF CONTRACT

- (1) The quoted rates shall be inclusive of all taxes, transportation, duties, loading, unloading etc.
- (2) The work shall be carried out at existing D.M. Plant area in running plant. Contractor has to accommodate the working sequence and try to minimize the disturbances to present operations.
- (3) Work shall be completed strictly within 60 days from the date of site clearance given by GIPCL.
- (4) Cement and reinforcement steel shall be issued free of cost by GIPCL at stores.
- (5) Construction water and power shall be supplied free of cost by GIPCL at one point.
- (6) The contractor shall take all necessary safety measures and use required safely gadgets like Safely Goggles, Helmet, Mask, Safety belts, Safety nets etc. as per requirement of job & as per instruction of safety officer and Workmen Compensation Policy coverage for manpower working at site.
- (7) The tools & tackles required for the above job shall be in the scope of contractor.
- (8) You shall have to follow instruction of GIPCL Engineer In-charge.
- (9) The quantities of various items mentioned in the above schedule of rates are approximate and may vary either side up to any extent or be deleted altogether as per site requirement.
- (10) **PAYMENT OF WAGES:**
 - (a) The Bidder shall not pay wages and other legal dues less than the prevailing minimum wages as per Minimum Wages Act, 1948 & amendment thereof & other applicable statutory allowance/benefits.
 - (b) The Bidder shall be responsible to make payment of wages & all allowances Including bonus, P. F., Workman compensation, Leave & such other obligation as may be required as per the laws of the land, the wages should be paid on or before 7th of every month in the presence of GIPCL's representative.
 - (c) The Bidder shall comply with all applicable statutory provisions under various laws such as the Minimum wages Act, The payment of wages Act, the P.F. and Miscellaneous Provisions Act, The Bonus Act, Gratuity Act etc. The Bidder shall also obtain necessary license, registrations as required under the laws of land.
 - (d) The GIPCL shall be entitled to recover full amount from Bidder on account of non-compliance of any statutory provision or breach of any terms of contract.



(11) **TERMS OF PAYMENT:**

The successful bidder / contractor shall have to submit the bills every month before the 5th of the succeeding month for which it relates and the GIPCL shall make payment of the same after scrutiny within 15 days thereafter. All the payments against the work order shall be in Indian currency and payable through cheque only.

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

The bill will not be entertained without submission of above documents.

(12) **SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL**

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

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

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

(13) **MOBILIZATION AND EXECUTION**

- a) Contractor shall mobilize the resources at site within 04 hours from the time the intimation given by GIPCL.
- b) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.



(14) **QUANTITY OF WORK**

Quantity given in the tender is approximate and which may vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities.

(15) **GENERAL CONDITIONS OF CONTRACT**

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

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



SECTION-E

LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

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

Date :

Signature of Contractor
with official stamp

2.0 ANNEXURE-B

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

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

B. G. No..... Date:.....

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s..... (hereinafter referred to as “Contractor(s) / Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No.....dateand 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 WHEREAS 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. WeBank having its branch office atdo 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. 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.

6. WeBank 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.

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

Date.....

.....Bank
 Corporate Seal of the Bank
 By its constitutional Attorney
 Signature of duly Authorized
 person On behalf of the Bank
 With Seal & Signature code

3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(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: Petrochemicals, Dist. Vadodara – 391 346, 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. WeBank 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.

5. WeBank 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.

6. 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.

7. 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

4.0 ANNEXURE-D

PERFORMA CERTIFICATE
(No claim, No arbitration)

To,
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.
P.O.Petrochemical-391346,
Dist. Baroda
Dear Sir,

Subject:_____

Ref: Work Order No.:_____ Dated_____

We hereby confirm with free consent as under:-

1. 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.
2. 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.
3. Along with the contract referred, the ARBITRATION CLAUSE also perishes i.e. we will not resort to arbitration.
4. No extra items are left to be settled.
5. We do not have any claims against any item related to the Lol than those items certified in the bills.
6. 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.
7. 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.
8. 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.

5.0 ANNEXURE- E

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

| | | |
|----|--|--|
| 01 | Name of Bidder & Location of Registered / Head Office. | |
| 02 | Local Office in Baroda city with Address, Telephone Nos. and Mobile No. is must. | |
| 03 | Name of the Proprietor with contact No. | |
| 04 | Date & Place of Registration of Agency / Bidder (with supporting documents) (Minimum Five Years experience) | |
| 05 | PF No. (with supporting documents) | |
| 06 | PAN NO. (with supporting documents) | |
| 07 | Service Tax Certificate (with supporting documents) | |
| 09 | Annual Turnover * (Please attach latest copy of Appendix-A) | |
| 10 | Total number of Branches in Gujarat. As well as in India. | |
| 14 | Present List of servicing clients details as per attached format. | |
| 14 | Any other additional information's. | |

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

Date:
Place:

Name & Signature of Bidder & official seal

6.0 ANNEXURE- F

DEVIATION SHEET

| Sr. No. | Annexure No. of Tender | Condition No of Annexure | Specification / condition as per Tender | Specification / condition as per bidder. |
|----------------|-------------------------------|---------------------------------|--|---|
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Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date