



GUJARAT INDUSTRIES POWER COMPANY LIMITED
P.O. PETROCHEMICALS 391 346, DIST. BARODA.
PHONE (EPABX) 2232768 E- Mail: purchase@gipcl.com

“Annual Maintenance Contract for Horticulture in Plant and GIPCL House for two years and Development of new Horticulture on requirement basis (2018-2020).”

Tender No: - MAT/HJ/03/GIPCL/2018

Tender Date: - 02.01.2018
Tender Due Date: - 25.01.2018

“I N D E X”

Annexure-I –	Details for submission of Tender.
Annexure-II –	Pre Qualification Criteria /Eligibility for Bidder
Annexure-III-	Scope of Work & Special Conditions of Contract
Annexure-IV -	General Terms & Conditions of Contract
Annexure – V -	Declaration Cum Undertaking for Safety Laws and Regulations Compliance
Annexure – VI -	Declaration for Contractual Disputes/ Litigations
Annexure – VII -	Item Description, Frequency and Schedule of Quantities & Rates

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ANNEXURE- I - DETAILS FOR SUBMISSION OF TENDER.

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. 50,000/-** (Rupees Fifty 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 / Eligibility of Bidder for this Tender.

(Please submit photocopy of necessary documents along with your Technical offer) as indicated in Annexure-II of Tender Document.
- (3) For Scope of Work & Special 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) For General Terms & Conditions of this tender inquiry, refer enclosed Annexure-IV)

(Please Sign. & Stamp the photocopy of Annexure-IV and submit the same along with your technical offer.)
- (5) Please refer enclosed Annexure-V for Declaration Cum Undertaking for Safety Laws and Regulations Compliance

(Please Submit the same on your letter head duly signed & stamp and submit the same along with your technical offer as a token of acceptance.)

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- (6) Please refer enclosed Annexure-VI for Declaration for Contractual Disputes/ Litigations

(Please Submit the same on your letter head duly signed & stamp and submit the same along with your technical offer as a token of acceptance.)

(Please sign & stamp the photocopy of Annexure-V and submit the same along with your technical offer as a token of acceptance.)

- (7) Please refer enclosed Annexure-VII Item Description, Frequency and Schedule of Quantities & Rates for above job.

(Please sign & stamp the photocopy of Annexure-VII and submit the same along with your technical offer as a token of acceptance.)

(B) Price Bid: -

YOU SHALL HAVE TO SUBMIT YOUR RATES IN PRESCRIBED FORMAT THROUGH N- PROCURE WEBSITE ONLY.

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

You are requested to submit your Technical Bid in Sealed Envelopes on or before 25.01.2018 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, E- Mail: purchase@gipcl.com.



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ANNEXURE – II - PRE QUALIFICATION / ELIGIBILITY CRITERIA FOR BIDDER

Bidder has to fulfill following pre qualification conditions and has to submit copy of following documents along with Technical Bid of offer.

The following criteria will be adopted for qualifying the Bidders for consideration of the Bid for the further proceeding.

- (1) Bidder should possess minimum **Three years** of experience **out of last five years i.e. between the years 2012 to 2017** in similar natures of jobs in horticulture work in Process Industries 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 and 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. The experience should be either of the following: -

a. One similar completed work each costing not less than the amount equal to Rs.22 lacs.

OR

b. Two similar completed work each costing not less than the amount equal to Rs.14 lacs.

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

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

- (2) 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.
- (3) EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank.

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- (4) Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner. Please submit the copy of PF registration certificate
- (5) 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 Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- (6) Bidder should have average **annual turnover of Rs. 30 lacs value for any two financial years out of last three financial years. i.e. 2016-17, 2015-16 & 2014-15.** 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
- (7) The Bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copies of the same shall be submitted.
- (8) Bidder has to submit GST number. Copy of the same shall be submitted.

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

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ANNEXURE-III - SCOPE OF WORK & SPECIL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK & SPECIFICATION

- 1.1 The scope of work includes working at GIPCL plant area, administration building area, GIPCL House at Sama in Baroda city & as per company's requirement.
- 1.2 Contractor shall be responsible for removal of garbage, debris, excess earth, tree branches, grass, vegetations, etc. etc. generated from the horticulture area at administrative and plant premises of the GIPCL at least once in a week for which arrangement of tractor, labour, etc. shall be made by you. The contractor shall be responsible to locate proper dump area / hire the land / lease land outside the company premises for disposal of the same.
- 1.3 Contractor shall engage sufficient number person to carry out the work effectively and efficiently to fulfill the terms and conditions of this contract. You shall also be responsible for the overall control and supervision of the work assignment.
- 1.4 The Area shall be leveled, thoroughly cleaned and made free of debris before commencement of work.
- 1.5 Earth brought by you from outside shall be of good quality free from debris, stone, waste, insects, etc.
- 1.6 Necessary transport arrangement for lawn, all kinds of saplings, manure, earth, tools & tackles, labour, etc. shall be done by you at your cost as and when required.
- 1.7 The area for lawn and flower beds shall be excavated up to minimum depth of 15 C.M. or more as required.
- 1.8 If existing earth is not suitable for Horticultural use the same shall be removed by excavation and then required type and quantity of earth shall be filled up. Thereafter proper mixing of earth & manure shall be done in the area in required measures before plantation or lawn/ flowers/ hedges.
- 1.9 Once the lawn and flower beds starts developing, the maintenance shall be carried out regularly which shall be inclusive of all sorts of activities like regular watering, 3-5 times a week depending on season, moving of lawn by lawn movers, cutting & trimming with shears all hedges, plants, flowerbeds, etc. 2-3 times in a month, removal of unwanted grass, roots, debris etc. as per requirement.

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1.10 Whenever required during the maintenance of lawn, flower beds & hedges the manure in required quantity shall be provided for proper growth and suitable insecticides & pesticides termite treatment shall be used periodically.

2. **PLANTATION OF TREES :**

- 2.1 Plantation is to be done in the pits of 60 CM x 60 CM x 60 CM pits after leveling & cleaning of area.
- 2.2 Filling pit with mixture prepared with good yellow garden soil, manure, necessary termite control pesticide, etc.
- 2.3 Plantation with proper distance shall be done of approved type of trees / plants and saplings which should be healthy.
- 2.4 After plantation of saplings regular maintenance shall be carried out by watering, nursing, weeding, basin stacking, soil working, putting of manure, spraying of pesticides / insecticides, giving termite treatment, etc.
- 2.5 Wherever required you shall do required shaping of trees & proper supporting of sapling.

3.0 **TOOLS & TACKLES**

For proper execution of the work, the contractor is required to maintain sufficient number of tools & tackles including hammers, chisel, hoe, GI Pans, crowbars, pick axe, grass cutting tools or machine, tree trimming tools axe or tree cutter machine-diesel/petrol operated, if required, bucket/drum, rope, PVC pipes, lawn movers, etc... in good working condition at site.

For proper maintenance & development of horticulture, the contractor is required to maintain a required quantity of tools & tackles (**“Sharpex” or equivalent approved make only**) in good working condition at site. The tentative list of tools & tackles is mentioned in below table.

Contractor shall note that this list is not exhaustive and if any additional tools & tackles are required for proper performance of the contract, the contractor shall also arrange the same immediately with no extra cost to GIPCL.

Sr. No.	Description	Minimum Quantity for one year
1.	Electric Lawn Mover	03 nos.
2.	Hedge Shear	20 nos.
3.	Electric Hedge Trimmer	4 nos.
4.	Manual Sprayer Pump	3 nos.
5.	Water Sprinkler	06 nos.
6.	PVC water pipe ½” dia. each 30m bundle	12 bundles, each of 30m length.
7.	Manual Trolley (Hand Cart)	02 nos.
8.	Chain saw for tree cutting (diesel or petrol operated)	As and when required

4. QUANTITIES

The quantities specified in Section-B are only estimated quantities for tendering purpose only. Payment will be made, based on actual work done, as measured at site and certified by Engineer-in-charge of GIPCL as per mode of measurement.

Quantities of individual items may likely to be changed during the course of contract period based on the requirement or any other unavoidable circumstances. Contractor shall have no any right for any compensation on ground of such alteration (reduction or augment) in scope of work. The GIPCL reserves the right to operate/increase or 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.

If any time after commencement of the work, GIPCL shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the ENGINEER shall inform the fact to the CONTRACTOR who shall have no claim to any payment of 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.

5. MOBILIZATION AND EXECUTION

- a) Contractor have to mobilize the resources at site within 08 hours from the time intimation is given by GIPCL.
- b) Contractor shall provide two separate supervisors for Plant & Colony who will be responsible for supervision and execution of job in specified time. The supervisor shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at your cost.

6. INPUTS BY GIPCL

- a. The water will be made available at garden outlets and near bore wells as available. Further, storage / distribution arrangements to cover entire area of maintenance/development will have to be made by contractor without any extra cost to GIPCL.
- b. Free electricity at available nearest location. Further distribution will be in the scope of contractor.

7. GENERAL CONDITIONS OF CONTRACT

1. All tools & tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition.
2. Provision of required chemicals, material, etc., for horticulture work will be in the scope of the contractor.
3. If any equipments or part are found damaged due to negligent / faulty working, the equipment cost/repairing cost of such damages shall be recovered from the contractors monthly bill/retention money/security deposit with 15% overhead charges.
4. **Penalty** : if the work is not found satisfactory in the tenure of contract due to the reasons attributable to you then you shall pay compensation an amount of **Rs. 300.00** per one written complain letter issued by engineer in charge, provided always that the total amount of compensation shall not exceed 10% of the contract value.
5. Contractor shall have to submit daily reports showing maintenance work carried out etc.
6. Contractor should be able to arrange required resources during case of emergencies within **eight** hrs.
7. **The state Govt. encourages & promotes employment of locals for non-supervisory jobs. Existing contractors accordingly engage locals from nearby villages. It is desired that successful bidder also follows this practice adopted by existing contractors.**
8. **In case of emergency, the contractor should work round the clock if required.**
9. Contractor shall nominate /authorize a person and communicate to the GIPCL in writing as Site-in-charge. He shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract. Competent Horticulturist should visit once in every month & as & when required for maintaining the seasonal requirements & betterment of the horticultural services.
10. Contractor shall issue Identity cards to all employees engaged by you with instructions that the same should be produced by them on demand. They all shall at all times keep the Identity card while on duty.
11. No employee, agent or sub-agent of the contractor shall 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.
12. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
13. Engineer-in-charge or his authorized representative may do inspection of work at any time. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
14. Contractor shall have full liability of the person engaged by you for horticultural work however; GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.

15. The contractor has to take insurance (Employee Compensation) policy for their workmen along with off-duty coverage. The contractor has to submit labour license and PF account number to the Engineer-In-charge before start the work.
16. The frequency of maintenance as mentioned in the specifications is required to maintain for respective location & area.
17. Arrangement for lighting & power at the work spot while carrying out maintenance activities has to be made by the contractor. He has to arrange all equipments such as power cable, hand lamps, extension boards, etc. The contractor has to take prior approval for taking electrical power supply.
18. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of housekeeping work, the contractor may be asked to rework the job at his own cost.
19. To maintain the frequency of maintenance as mentioned in the specifications, contractor shall mobilize additional manpower, resources accordingly without any additional cost implication to GIPCL.
20. Contractor shall mobilize the resources as per need within the period of 24 hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% overhead charges.
21. All the waste material, debris, weeds, generated, should be disposed off to the outside premises or any other designated place through tractor & trolley on regular basis as instructed by Engineer-in-charge for which no separate payment will be made by GIPCL.
22. Contractor shall provide one **pair of ISI standard quality safety shoes, two pair uniform (pent & shirt), & PPE** for safety as required to all employees engaged for carrying out this job.
23. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets (Strictly yellow colour), safety shoes, etc., failing which, the Engineer-in-charge is authorized to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations, Engineer-in-charge may take necessary action against the contractor.
24. Any job other than the listed jobs shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor as per man power supply basis. No claim/ compensation by contractor shall be entertained by GIPCL towards non-carrying out of jobs during such period.
25. The rates shall be valid for two year and firm throughout the contract period i.e. two years (except any statutory variations in MWR).
26. Contractor should mobilize all resources for efficient & smooth execution of contract most probably with effect from 01.02.2018.



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ANNEXURE-IV - GENERAL TERMS & CONDITIONS OF CONTRACT

1. **PRICE BASIS:**

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

Rates mentioned shall be inclusive of all cost of material, labour, transportation, loading, unloading, machinery, equipment, wastage etc.

- 1.1 This being labour oriented job, the contractor will pay the minimum wages to labour as declared by the Government from time to time. The current rate of minimum wages as on 1st October-2017 is Rs. 297.60 for unskilled labour. This will be considered as base rate, and in future any revision made by Government shall become payable, for which GIPCL shall reimburse the actual hike + corresponding statutory liabilities , if any, in Minimum Wage on actual man days basis for which contractor will raise separate invoice with supporting documents.

2. **OFFER VALIDITY:**

The rates quoted by you shall remain valid for acceptance up to 90 days from the due date of tender.

3. **CONTRACT VALIDITY:**

This Annual rate contract shall remain valid for the period of two years from the date of contract. However, GIPCL reserves the right to extend the validity of contract for further period of 3 months.

4. **GST:**

GST as applicable shall be paid extra by GIPCL.

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5. INCOME TAX:

Income Tax shall be deducted from your bills as per IT rules prevailing from time to time.

6. TERMS OF PAYMENT:

Payment shall be released within 30 days after successful completion of job and certification by officer in charge.

7. EMD / SECURITY DEPOSIT::

You have to submit EARNEST MONEY DEPOSIT of Rs. 50,000/- (Rs. Fifty Thousand only) by way of D.D. in favour of GIPCL payable at Baroda. Please note that the offer without EMD shall not be considered. EMD amount of unsuccessful bidder shall be returned within one week from the date of finalization of contract. No interest shall be paid on EMD.

The EMD of successful bidder shall be converted into Security Deposit and will be refunded only after successful completion of the job. No interest shall be paid on the Security Deposit.

Security Deposit shall be deducted from each R. A. Bill @ 10% of the each R.A. bill amount.

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.

In case of any liabilities accrued on account of the default on your part for carrying out the job, the same will be deducted while refunding security deposit

8. WORKMAN COMPENSATION POLICY:

You shall take a insurance policy for all the workers so as the Workman Compensation Act 1923 is complied in toto in respect of the labours engaged by you to carry out various activities at our site & the policy shall be in favour of GIPCL. However, you shall pay the amount of compensation as provided that in the said Act in the event it becomes payable, irrespective of insurance claim for the same against your policy. You will submit the WC policy to officer in charge prior to starting the job.

GIPCL shall not be liable for any compensation payable by Law in respect of any demand, any accident or injury to your workman/ representative. In case of any liability arise to GIPCL on account of your failure, then the same shall be adjusted from payment due to you.

9. LEGAL ASPECTS:

No employee, agent or sub-agent of the contractor shall smoke or light anything within the premises of GIPCL and carry matchbox / lighter or any other explosive and / or inflammable material inside the plant.

You shall not sub let the contract to any other party without written permission of the GIPCL.

No child under the age of 18 years shall be permitted to work in plant area.

You shall issue Identity cards to all your employees engaged by you with instructions that they should produce the same on demand. They all shall put on keep the Identity card while on duty.

GIPCL shall not pay any compensation for your idle man-hours due to change in schedule of jobs or delay in supply of facility by GIPCL.

You shall take up any type of extra work connected with the contractual work after consent of our competent authority and payment for such jobs will be made on the basis of (i) interpolation of rates or (ii) Labour rates, wherever interpolation is not possible.

10. COMPLIANCE OF LABOUR LAWS:

[A] CASE-I

The suppliers directly carry out the erection / commissioning 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.

- (1) Contract Labour (Regulation & Abolition) Act-1970.
- (2) Employees Provident Fund & Mise. Provision Act-1952.
- (3) Employees state Insurance Act-1948.
- (4) Factories Act-1948.
- (5) Minimum wages Act-1948.
- (6) Payment of Bonus Act-1965.
- (7) Payment of wages Act-1936.
- (8) Workmen Compensation Act-1923.

[II] The contractor will have to submit documents as per following schedule.

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(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 No.
- (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 No. Sr. No.(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.
- [V] The state Govt. encourages & promotes employment of locals for non-supervisory jobs. Contractor may engage locals from nearby villages accordingly. 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 supplier, 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 (Indemnity Bond), i.e. the supplier will discharge all the liabilities of a principle employer.

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.

11. SAFETY CLAUSE:

You shall observe all safety and security rules and regulation of GIPCL which are at present in force and which may come in to force during the tenure of the contract. Any violation of any rules and regulations may result into termination of the contract.

No property of GIPCL such as fire hydrant, trees etc. in the area belonging to GIPCL shall be tampered with. In case of default, the damages as assessed by the Authorized officer, whose assessment shall be final and binding to you & amount, shall be recovered from you.

You shall provide all Safety appliance and protective devices including belts, hand gloves, aprons, helmets, shields, goggles, safety shoes etc. shall be provided by you to your personnel. You shall take necessary safety precautions and shall be fully responsible for safety of your personnel. GIPCL is not liable to pay any compensation to your personnel in case any injury/death.

12. CONTROLLING OFFICER:

The controlling officer for this contract shall be Dy. Manager (Civil) and you will work under his guidance and instruction. You will submit your bills to controlling office in charge for certification and payment.

13. You will start work only after getting valid work permit/ hot work permit / clearance from engineer in-charge as the case may be.

14. You will have to mobilize your resources at site within 24 hours from the intimation given by GIPCL.

15. POWER & WATER SUPPLY:

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.

16. GIPCL reserves the right to accept, reject or prefer all tender without giving any reasons whatsoever it may be.

17. FAILURE & TERMINATION:

In case if your services are not found satisfactorily then GIPCL have right to terminate the contract at any time by giving you 45 days advance notice & will make the alternate arrangement at your cost & risk.

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 job.

18. JURISDICTION:

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

19. UNDER TAKING:

I have read and understood all the above conditions and they are acceptable to me/us and as a token of proof, I have signed all the papers of tender documents.

I hereby confirm that, I have not taken any technical / commercial deviations from this tender document.



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ANNEXURE-V – Declaration Cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Bidder's Letter Head)

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



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ANNEXURE-VI – Declaration for Contractual Disputes/ Litigations

(To be submitted on Bidder's Letter Head)

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

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder