



Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest Houses at Township (2024- 2026)".

**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
(SURAT LIGNITE POWER PLANT)**

AT & POST: NANI NAROLI, TALUKA: MANGROL, DIST: SURAT  
PIN: 394110 (GUJARAT)  
PHONE NO.: EPABX (02629) 261063 TO 261072  
FAX NO.: (02629) 261080  
Web Site:- [www.gipcl.com](http://www.gipcl.com)

CIN – L99999GJ1985PLC007868

TENDER DOCUMENTS FOR;

**Biennial Rate Contract for Running Industrial Canteen at  
Plant and Canteen at Valia Mines, Narmada & Tapi Guest Houses at Township  
(2024- 2026).**

Bid No.: SLPP/HR&A/Canteen/2024-26.



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT**



Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest Houses at Township (2024- 2026)".

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



Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest Houses at Township (2024- 2026)”.

### **TENDER NOTICE**

#### **Tender Notice No. SLPP/HR&A/Canteen/2024-26.**

**Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest houses at Township for the period 2024-2026.**

### **NOTICE INVITING TENDER (NIT)**

Name of work	Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest Houses at Township for the period 2024-2026.
Place of work	Gujarat industries Power Company Limited, Surat Lignite Power Plant, Village: Nani Naroli, Taluka Mangrol, Dist. Surat (Gujarat) - 394110.
Period of Contract	24 (Twenty-four) months w.e.f LOI/ Award of Work Order.
EMD	Rs.2,74,000/- (Rupees Two Lakh Seventy Four Thousand only) as per details mentioned hereinunder in clause no. 7 of Instructions to Bidders (Section-A).
Cost of tender document / tender fee	Rs.5,900/- (Rupees Five Thousand Nine Hundred only) non-refundable, inclusive of applicable GST, to be submitted <b>through RTGS or through online payment gateway</b> from website: <a href="http://www.gipcl.com">www.gipcl.com</a> as per details mentioned hereinunder in clause no. 7 of Instructions to Bidders.
Site Visit	Site visit before submission of bid at Gujarat industries Power Company Limited, Surat Lignite Power Plant, Village: Nani Naroli, Tal. Mangrol, Dist. Surat -394110.
Availability of online e-Tender document	On website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> or <a href="https://gipcltender.nprocure.com">https://gipcltender.nprocure.com</a> and also <a href="http://www.gipcl.com">www.gipcl.com</a> up to 09-Aug-2024, 17:30 hr.
Last date of online submission of offer	09-August-2024 up to 17:30 hrs on website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> or <a href="https://gipcltender.nprocure.com">https://gipcltender.nprocure.com</a>
Submission of EMD, Tender fee and other supporting documents for technical bid in physical form in the below mentioned address.	On or before 09-Aug-2024 up to 17:30 hrs at office of Chief General Manager (Fin, I/c HR&A) & CFO Gujarat Industries Power Company Limited Post: Ranoli - 391 350



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	Dist.: Vadodara, Gujarat – India.
E-Reverse Auction	E-Reverse Auction will be executed through website: <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> (Schedule will be intimated later on to eligible bidders).

**NOTES:**

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by GIPCL during the period of publication of tender on the website. The bidders are required to visit the website regularly till the last date of online bid submission.
2. GIPCL reserves the right to reject any or all the tenders or split the work among the bidders without assigning any reason thereof.
3. The bidders are required to quote their rate strictly as per the terms and conditions mentioned in the tender document. The conditional tender will not be entertained and shall be liable for outright rejection.
4. The Bidders are required to submit their Bids online only through the website <https://tender.nprocure.com> or <https://gipcltender.nprocure.com>
5. In case bidder needs any assistance in accessing / submission of on-line bid / clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,  
403, GNFC Info tower, S.G. Road,  
Bodakdev Ahmedabad – 380054 (Gujarat)  
Toll Free: 7359021663  
Phone No. 079-26857315 / 316 / 317,  
Fax: 079-26857321 / 40007533, Email: [nprocure@ncode.in](mailto:nprocure@ncode.in)

6. The EMD, Tender fee & other documents to be submitted in physical form as mentioned above would be deposited in the following address: -

Chief General Manager (Fin, I/c HR&A) & CFO  
Gujarat Industries Power Company Limited  
Post: Ranoli - 391 350  
Dist.: Vadodara, Gujarat – India.  
Phone: +91-265- 2234212  
Fax: +91-265-2230029  
Gram: GIPCL  
Email: [kkbhatt@gipcl.com](mailto:kkbhatt@gipcl.com)  
Website: [www.gipcl.com](http://www.gipcl.com)  
CIN: L99999GJ1985PLC007868



Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest Houses at Township (2024- 2026)”.

## **SECTION-A**

### **INSTRUCTIONS TO BIDDERS**

#### **1. PLANT SYNOPSIS**

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.40 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW installed capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler. It also commissioned 5 MW solar power station at SLPP in year 2012.

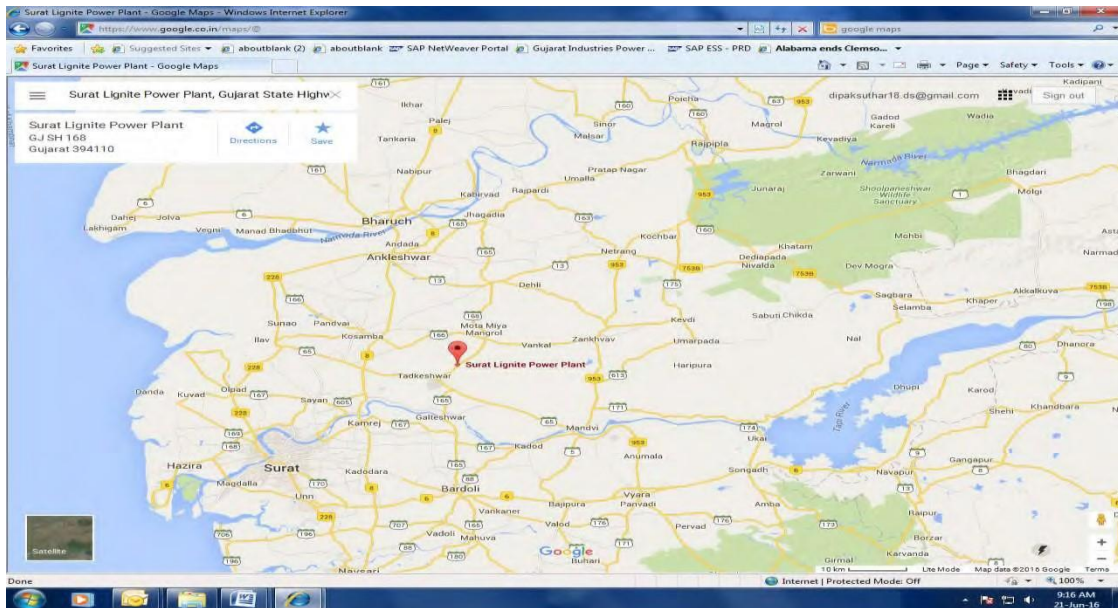
GIPCL has successfully commissioned a 2 x 40 MW Solar Project in year 2017 as well as a 75 MW Solar Power Project in year 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan and 100 MW Solar PV project in year 2021 at the Raghanesda Solar Park. GIPCL has also successfully commissioned 112.40 MW wind farms at different location of Gujarat.

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmadabad highway. From Kosamba, SLPP is around 32 KM, out of which 27 KM is part of the National & State Highway and balance 5 KM is District Road. From Kim, SLPP is around 18 KM, out of which 13 KM is the State Highway and balance 5 KM is District Road. The nearest Broad-Gauge Railway Line is at Kim, which is around 21 KM from the SLPP. Surat is approximately 50 KM from the SLPP. Location Map for SLPP is as under:

**Note:** Plant Synopsis may be updated with respect to plant.



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## 2. SCOPE OF WORK

2.1 The canteen facility is provided at fixed timings to employees at their work place in the above locations and in canteen area. The Industrial canteen is located in the Surat Lignite Power Plant premises and one more canteen is located at Valia Lignite Mine area, which is around 17 kms from the main Plant canteen, where eatables are processed, prepared and served to the employees.

2.2 Industrial Canteen has been divided in two wings:

### Wing A - for Company employees (PLANT CANTEEN & VALIA MINES CANTEEN)

For company employees (wing A) payment will be made based on Canteen Coupon Management System (CCMS). Employee will tender the CCMS Canteen Coupons while availing the canteen facility and same shall be submitted by the contractor on monthly basis to company to claim the bill based on the awarded rate and numbers of coupons (CCMS) (Total amount = Nos. of CCMS Coupons x Awarded rate)

### Wing-B – Fixed Lump sum Subsidy for Food items to be served to Contractor’s workmen deployed at PLANT & VALIA MINES:

For contractor’s workmen payment will be made based on the numbers and information provided as mentioned in Annexure-B. The amount shall be paid as a fixed lump sum subsidy. Based on numbers and the difference of the rate awarded and amount to be collected from the contract workmen (Wing-B) as



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per details given in Annexure-B. (Total payable amount = (Awarded rate – Subsidy amount) x Quantity)

- 2.3 The contractor’s workmen who are deployed in the Plant can avail per day per person one meal at Wing B at the Plant Canteen. Contractor’s workmen deployed at the plant can avail two Tea, one Dry and one wet snack per day per person through trolley service at the Plant area. Contractors Workmen deployed at Valia Mines can avail canteen facility i.e. One meal, two tea, one dry & one wet snack as specified by authorized official of GIPCL from time to time.
- 2.4 Bidders have to quote the lump sum fixed subsidy for food items as mentioned in Annexure- A Difference amount (Quoted Rates – subsidised rate by GIPCL) paid by contractor’s Workmen while availing the canteen facility at Wing – B of the plant canteen and Valia mines Canteen. The subsidy amount so derived as above will remain the same and unchanged during the entire period of two years contract. No escalation, whatsoever shall be permitted under any circumstances. Please refer average consumption at Annexure- B of point C & E and point no.7 of Annexure-A.
- 2.7 Subsidised rate shall be directly collected by canteen contractor from the contractor’s workman deployed at the site in cash as mentioned below: -

Sr. No.	Item	Subsidised Rate (Rs)
1	Tea	1.00
2	Coffee	2.00
3	Dry Snacks	2.00
4	Wet Snacks	3.00
5	Lunch/Dinner	6.50
6	Extra Item Puri/chappati/	2.00
7	Extra Item dal/kadi/vegetable	2.00
8	Extra Item Pappad	1.00
9	Extra Item Curd/buttermilk	1.00

However successful bidder has to follow the system introduced by the company from time to time, without any reservation whatsoever.

- 2.8 The Contractor will have to run one Pantry in New Administration Building and one Pantry at Service Building located at the Plant side on all working days during General Shift.
- 2.9 The scope is also including managing two guest houses at the Township located at Village Nani Naroli, viz. (1) Narmada Guest House, where the employees,



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family members and guests are taking Canteen facilities. (2) Tapi Guest House, where the Company guest are provided beverages, snacks & meals.

As per the present practice regarding serving food items through canteen please refer Annexure B & C.

### 2.10 The existing details of the CCMS Cards are as under:

The CCMS Canteen card is issued to all the Company employees. Based on actual consumption made by them, deduction is made directly from their monthly salary for the canteen items for which data is generated from the CCMS at the Plant and at Valia Mine Canteen.

Contract workmen, working at Plant can also avail the canteen facility, i.e. one meal at Wing B and other canteen facilities at their work place i.e. Two cups of Tea, one dry and one wet snacks per day per person in a shift.

GIPCL reserves the right to change the existing coupon system / its rates. The Contractor shall serve / provide canteen food items to employees through CCMS.

### 3. **GENERAL INSTRUCTIONS:**

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the bid, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself/herself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.





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- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre-award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 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.

#### **4. PLANT VISIT**

All the prospective bidders are requested to familiarize with the site condition by visiting GIPCL SLPP during the office hours with prior written consent from Chief General Manager (Fin, I/c. HR&A) & CFO (mail id: kkbhatt@gipcl.com)

It is perquisite and necessary for all interested bidders to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> or [www.gipcl.com](http://www.gipcl.com) to understand the actual working conditions, compliance related to labour, safety etc... before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account. The Bidders shall examine the site of works and its surroundings at his/her own responsibility. The bidders shall collect information that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

The submission of tender by a bidder implies that he/she has read these instructions, conditions of the contract etc. and has himself/herself 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.

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself/herself regarding matters such as access to site, communication, transport, working condition including constraint of work place, round the clock working conditions, safety requirements, plant shutdown/break-down related work requirement, right of way, high flood level in River, the type and number of equipment and facilities required for the satisfactory completion of work, the estimated quantity, the availability of local labour, availability & rates of material, local working conditions, uncertainties of weather, obstructions & hindrances that may arise, etc which may affect the work or cost thereof, before submission of his/her 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/her own knowledge and judgment of the conditions & hazards involved and shall not be based on any representations of the representative of GIPCL.

5. **ELIGIBILITY CRITERIA**

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

- 5.1 Bidder should possess minimum Three years of experience out of last five years in providing catering services in industrial canteen inside factory premises of similar size / magnitude and nature in Government / Semi Government department / Public Sector unit / MNC / reputed industries and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of Work Orders/Work Execution/Work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration
- 5.2 Bidder should produce evidence of having experience of successfully completed similar works like catering services in industrial canteen inside factory premises of similar size / magnitude and nature in Government / Semi Government department / Public Sector unit / MNC / reputed industries during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
- a. One similar completed work each costing not less than the amount equal to 173 Lakhs.
  - OR
  - b. Two similar completed work each costing not less than the amount equal to 115 Lakhs.
  - OR
  - c. Three similar completed work each costing not less than the amount equal to 87 Lakhs.

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

- 5.3 Tender fee: The tender fee shall be accompanied in form of Demand Draft/RTGS.
- 5.4 EMD: The EMD shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause no. 7.
- 5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner
- 5.6 Attested copies of relevant documents duly signed & 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.

5.7 Bidder should have average annual turnover of Rs. 86.09 Lakh during last three financial years (2020-21, 2021-22 & 2022-23). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The Balance sheet AND Profit and loss account must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.

5.9 The Net worth of the bidder should be positive as evidence from audited accounts of last financial year.

5.10 In case Bidder is a Consortium/ Joint deed of undertaking of company, the above requirements/credential of Consortium leader / bidder shall be considered.

5.11 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed I Deregistered I Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings I Depts./ Authorities and Govt. of Gujarat supported companies I undertakings I organizations, bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure K Form attached.

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

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

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD & Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by the Bidder. GIPCL reserves the right to

accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

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

## **6. LANGUAGE OF BID**

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

### **7. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE**

- 7.1 An EMD of Rs. 2,74,000/- (Rupees Two Lakh Seventy-Four Thousand only) and Non-refundable Tender fee Rs. 5,900/- (Rupees Five Thousand Nine Hundred only) shall accompany with Bid. Tender fee shall be submitted through RTGS in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only.
- 7.2 The EMD shall be submitted through RTGS in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this a tender.

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

Name of Bank: State Bank of India  
Bank address: Utility Building, Nani Naroli, Ta. Mangrol, Dist. Surat. Pin 394110.  
IFSC code: SBIN0013423  
Beneficiary Name: Gujarat Industries Power Company Limited  
A/c. No.: 33514692834

- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid
- 7.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 7.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

## 7.9 SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents dully signed to be submitted in physical form on or before due date of closing of the tender.	<b><u>Address for Submission:</u></b> Chief General Manager (Fin, I/c HR&A) & CFO GUJARAT INDUSTRIES POWER CO. LTD., Post: Ranoli - 391 350 Dist.: Vadodara Gujarat - India Phone: +91-265-2234212
	Fax: +91-265-2230029 Gram: GIPCL Email: kkbhatt@gipcl.com Website: www.gipcl.com CIN: L99999GJ1985PLC007868

## 8. SUBMISSION OF BIDS

### A: MODE OF SUBMISSION

The bids shall be submitted online through website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

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

Note: Tender fee and EMD shall be submitted in physical form as per NIT.

(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 site-in-charge.
2. Schedule of deviation (Annexure-E) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors.

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

1. The tender documents dully 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. GSTIN number/certificate copy.
10. User ID for e-reverse auction on website: <https://e-auction.nprocure.com>

**(b) Price Bid:**

1. Price Bid shall be submitted only in soft form through e- portal system.  
Note: Estimate includes cost of all manpower, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...
2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR %age below the estimated value OR %age 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.

**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 authorised partners or other authorised 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 authorised to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

**09. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**10. POLICY FOR BIDS UNDER CONSIDERATION**

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

**11. EFFECT AND VALIDITY OF THE BID**

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

**12. OPENING OF BIDS**

12.1 The GIPCL will open the pre-qualification/Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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



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

### **13. EVALUATION & COMPARISON OF BIDS**

- 13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 13.7 For the above referred purpose, a 'material deviation' shall be one 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.

### **14. RIGHT OF REJECTION OF TENDERS**

- 14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 14.2 Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

## **15. AWARD OF CONTRACT**

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

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

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

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

## **16. CONTRACT PERIOD**

16.1 The contract will be for a period of 02 (two) years from the date of actual commencement of operation of the contract as stated in the Special Conditions of Contract ('Contract Period') or as stated in work order/Lol.

16.2 GIPCL reserves the right to extend the Contract Period up to 03 (three) months at the same rates, terms & conditions without any price escalation and entering into any new contract.

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

## **17. ASSIGNMENT AND SUB-LETTING**

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

## **18. CONTRACTOR'S OBLIGATIONS**

### **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/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (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/labor 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 safety helmets, dust masks, gum shoes/safety shoes, uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
  - a) Safety shoes (standard approved ISI make)
  - b) Safety helmet (standard approved ISI make in yellow colour only)
  - c) Safety Goggles / face shield.
  - d) Ear plug / Ear muff.
  - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as Site-In-Charge to co-ordinate with concern GIPCL engineers and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint supervisors who shall co-ordinate with GIPCL's Executive-in-charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by concern Executive-in-charge. The Contractor in co-ordination with the Executive-in-charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Executive-in-charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) 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.
- (x) Important Note: Whenever any of the Unit at SLPP remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of twenty-four hours from the time of intimation to the site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.
- (xi) 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 contractors/contractor's supervisor's responsibility to ensure it without fail.
- (xii) During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor

should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

#### **B: TOOLS & TACKLES:**

(List of Tools & Tackles to be given as per scope of work to be carried out as it may differ department wise)

- (i) All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor. Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipments and/or required consumables then 25% of the total job cost will be levied as a penalty for each and every instance.
- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with tractors & hydraulic trolleys in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place.
- (v) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

#### **19. CLARIFICATION OF BIDDING DOCUMENTS**

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

#### **20. TIME SCHEDULE**

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

**21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS 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 or during site visit. All such interpretations and clarifications shall form a part of the Bid documents.

**22. PAYMENTS**

All the payments against the work order shall be in Indian currency and payable through cheque only. However, RTGS system of online payment is also in operation and will be applicable based on submission of required documents.

**23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE 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 Technical specifications.
- b. The quantities/frequency 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.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Special Conditions of Contract.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

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

**24. QUANTITIES**

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

Quantities/frequencies of individual items may be revised during the course of contract period based on requirements. However, overall total contract price will remain unchanged. 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. Quantity of individual item of SoR may vary to any extent. However, contract value will be remained firm. 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 Executive-

incharge 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.

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**SECTION-B**  
**INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING & E-REVERSE AUCTION**

Sr. No.	DESCRIPTION
1.	Tender documents are available only in electronic format and same can be downloaded from the website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> or <a href="https://gipcltender.nprocure.com">https://gipcltender.nprocure.com</a> and It can also be viewed from Company's website <a href="http://www.gipcl.com">www.gipcl.com</a>
2.	Price bid should be submitted online through the website <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> only. No physical submission of price bid will be entertained as it should be furnished on-line only
3.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
4.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Info tower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India). Toll Free: <b>7359021663</b> Tel: 079-26857315/316/317 E-mail: <a href="mailto:nprocure@ncode.in">nprocure@ncode.in</a> , website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>

**Interested bidders are requested to submit the online tender at least two days in advance from the due date set for online submission of bid in order to avoid non-participation in case of any technical issues (website and/or network) at last moments.**

**E-REVERSE AUCTION:**

- i. GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- ii. E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- iii. Opening Price (including GST), Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- iv. After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price (including GST).
- v. To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on website: <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.
- vi. In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required

for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,  
403, GNFC Info tower, S.G. Road,  
Bodakdev Ahmedabad – 380054 (Gujarat)  
Toll Free: **7359021663**  
Phone No. 079-26857315 / 316 / 317,  
Fax: 079-26857321 / 40007533, Email: nprocure@ncode.in

Bidder may visit <https://tender.nprocure.com> for information regarding e-tendering registration process.

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## **SECTION-C**

### **GENERAL CONDITIONS OF CONTRACT**

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

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited for an equivalent amount of ten percent (**10%**) of the "Annual Contract Price excluding taxes and duties" from all Nationalized Banks or Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank and AU Small Finance Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty-one days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of 04 (four) months after the contract completion/expiry date. The Contract security/Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever. GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

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

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

#### **2. RECOVERY CLAUSE**

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Executive-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 Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.

#### **3. DEDUCTIONS FROM CONTRACT PRICE**

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

#### **4. TERMINATION OF CONTRACT BY GIPCL**

Contractor shall be responsible to complete the jobs within agreed time schedule. Contractor shall mobilize required resources within 04 hrs to meet the emergency requirements and in case contractor fails to complete the emergency jobs related to plant operation, GIPCL will engage third party and will recover expenses from contractor's R.A. bills, Security Deposit and / or whatsoever for expenses incurred to complete the job along with additional 15% overhead charges.

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

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

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

#### **5. FAILURE & TERMINATION**

If the CONTRACTOR after receipt of written notice from the GIPCL/ ENGINEER requiring compliance, with such further drawings and / or the GIPCL /ENGINEER instructions fails within seven days to comply with the same, the GIPCL /ENGINEER may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL on a certificate by the GIPCL/ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL

/ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

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

## **6. SETTLEMENT OF DISPUTES**

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration and Conciliation (Amendment) Act, 2019, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

## **7. INTERPRETATION OF CLAUSE**

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Chief General Manager (Fin. I/c. HR&A) & CFO - GIPCL will be final and binding on the contractor.

## **8. EMPLOYEE'S COMPENSATION INSURANCE**

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers as per clause no. 24 herein under.

## **09. STATUTORY REQUIREMENTS**

### **a. COMPLIANCE OF LABOUR LAWS**

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

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus

- Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employee Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
    - 2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
    - 2.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
    - 2.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP 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.
    - 2.4 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
    - 2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
    - 2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
    - 2.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
    - 2.8 The contractor shall take Employee Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
    - 2.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employee's Compensation Act, 1923.
    - 2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.

- 2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D. Act 1947 or under any other labor laws or for compensation under the Employee'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.
- 2.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14 The Contractor shall provide Safety items I kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules I regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act {Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory 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.
- 2.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.

- 2.22 All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
- 2.23 The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
- 2.24 Annual Health Check Up: - As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check-up as per schedule prepared by HR&A department.

#### **b. LEGAL ASPECTS**

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the 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.

#### **10. 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.

#### **11. 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.

## **12. LIGHTING**

General area lighting will be provided by GIPCL. However, work area specific lighting should be arranged by contractor.

## **13. 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.

## **14. SAFETY ASPECT**

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

When contractor moves his lifting tools and tackles to the plant area, required test certificates as per the Factory Act 1948 and the state factories rules has to be submitted to safety Deptt. Safety Deptt. will check the certificates and if found okay, then only materials will be allowed to enter inside the plant. Material inward gate pass will be made only after certification from Safety Deptt. Security Deptt. will inform to Safety Deptt., as & when such tools and tackles brought at the gate for making entry in the maintenance site.

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

## **15. GENERAL SAFETY CLAUSES**

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP 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 SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipment's at all times during the work operation. Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as: - Helmet:

<b>Sr. No.</b>	<b>Model</b>	<b>Company</b>	<b>Specifications</b>
01.	Tough Hat, HPTH	Sure Safety	IS :2925- 1984, ANSI / ISEA Z89.1-2009
02.	V-Gard	MSA	
03.	PN 521 - helmet	Karam	

**Safety shoes:**

<b>Sr No.</b>	<b>Name of Manufacturer</b>	<b>Model</b>
01	Acme Fabrik Plast Co.	SSTEELE (Strom) – Double Density
02		TRIMAX(Adjacent) – Double Density
03	Favourite Safety Products.	Waves Nile D/D
04		FSP Nile DD



4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D- shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. 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.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling

the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested I certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules-2004.

14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipment i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB I RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
17. The contractor shall fill- up Incident notification form (S-1), Incident Investigation form (S- 11) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint I nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site incharge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection I joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD I Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows: The Contractor & Contract workmen shall strictly adhere to Safety standards I Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice.

If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples   Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100/- per instant.
B	I Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard,	<ul style="list-style-type: none"> <li>Rs. 500 /- per instant.</li> </ul>
		<p>unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB   RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV   Flash back arrester, Cylinder trolley etc.</p> <p>Unsafe working practices at height more than 3 meters</p> <p>Working without permit or noncompliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form</p>	<ul style="list-style-type: none"> <li>After three incidences, per incidence Rs. 2500/-</li> <li>Continuous unsafe acts will qualify the contractor from further participation in tender of GIPCL-SLPP.</li> </ul>
c	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	<p>Suspend the entry gate pass for one week.</p> <p>D After two suspensions his gate pass will be cancelled.</p>

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

**The contractor, workmen following good safety practices in their work area continuously will be rewarded I honoured on National safety day.**

#### **16. REJECTION OF WORK:**

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

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

#### **17.GENERAL TERMS AND CONDITIONS:**

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. 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.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time independent experienced site-in charge and two nos. of independent site supervisors at site (Defined by user department in respective tender). They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small

safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.

- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. 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.
- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- i. Contractor shall mobilize the resources as per need within the period of twenty-four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k. The prices & item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation & idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of
- l. contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- m. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty) and/or termination of contract. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.

- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In-Charge for PTW (Permit to work), work instruction, Return of permit.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- s. 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.
- t. 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.

## **18. CONTRACTOR'S SUPERVISION**

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL Officer. Such in-charge shall be constantly in attendance at the site during working hours. During CONTRACTOR'S supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the Officer GIPCL and shall be received and obeyed by the CONTRACTOR'S Site in-charge / Supervisor who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Official GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the Officer GIPCL to him, shall be deemed to have been given to the CONTRACTOR. The representative of the CONTRACTOR shall have all necessary powers to receive materials from the GIPCL, issue valid

receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.

None of the CONTRACTOR'S Superintendents, engineers, supervisors or labour should be withdrawn from the work without due notice being given to the GIPCL Officer; further no such withdrawals shall be made if in the opinion of the GIPCL Officer such withdrawals will jeopardize the required pace of progress I 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 Officer 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 Officer shall hire or employ any employee of the other party except by mutual consent.

**19. CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN UP.**

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He shall tear down and dispose of all temporary works, shall remove or grade, to the extent directed, all plant and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.

**20. FACILITIES TO BE PROVIDED BY GIPCL**

- A. The Company shall provide the following facilities to the Contractor at the site:
- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
  - b. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available.
  - c. Workshop facility as available at site only. However, contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
  - d. Site office shall be provided at site.

e. First aid facilities as available on chargeable basis. Apart from the above, no other facilities shall be provided by GIPCL on chargeable basis.

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.

## **21. WORK MEASUREMENT/CERTIFICATION**

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/experienced personnel to undertake the work as per specifications and requirement.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor I authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- d. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- e. Inspection of work will be done by Engineer in Charge or his authorized representative.  
If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

## **22. PUBLIC HOLIDAYS**

The Contractor shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, 09 Public/Paid holidays and the same shall be notified in advance and due communication thereof shall be made to the Management.

## **23. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT**

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



**24. 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.

**25. 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.

**26. GOVERNING LAW AND JURISDICTION**

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

27. 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.

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## **SECTION-D**

### **SPECIAL CONDITIONS OF CONTRACT**

Terms and Conditions and scope of work for running of Industrial Canteen at the Plant and Canteen at Valia Mine, Narmada and Tapi Guest Houses.

Pursuant to the notification inviting Tenders for running of Industrial Canteen at the Plant and Canteen at Valia Mine, Narmada and Tapi Guest Houses of Gujarat Industries Power Company Limited, Surat Lignite Power Plant (SLPP), at & Post: Nani Naroli Tal.: Mangrol Dist.: Surat, on contract basis and consequent to your application for supply of Tender documents, a set of such document is enclosed.

You are requested to submit 1 (One) copy Tender Documents duly filled in and signed correctly and clearly in all respects. Please note that each page of the Tender document must be signed counter stamped with Bidder's seal/rubber stamp and should be returned to Chief General Manager (Fin., I/c HR&A) & CFO, Gujarat Industries Power Company Limited, Post: Ranoli - 391 350, Dist.: Vadodara, Gujarat – India, Phone: +91-265-2234212 Fax: +91-265-2230029 Gram: GIPCL. Email: kkbhatt@gipcl.com, Website: www.gipcl.com CIN: L99999GJ1985PLC007868 latest by 15.30 hrs. on or before: 09-Aug-2024. Bids not submitted within the prescribed time frame shell not be accepted and are liable to be rejected.

#### **: INTRODUCTION :**

- 1) Gujarat Industries Power Company Limited (GIPCL) (here after referred to as "the Owner"), is a premier Electrical Power generation Company in Gujarat with an installed capacity of 1184.4 MW. Surat Lignite Power Plant (SLPP) with 4 X 125 MW is located at & Post Nani Naroli, Tal. Mangrol, Dist.: Surat – 394 110. Gujarat. GIPCL has its own captive Lignite and Lime stone Mines close to the Power Plant.

#### **2) PURPOSE OF THE TENDER:**

The offers are invited for Biennial Rate Contract for running of Industrial Canteen at the Plant and Canteen at Valia Lignite Mine, Narmada and Tapi Guest Houses. "On the following terms and conditions mentioned hereunder for a period of 2 (Two) years from the date of commencement (mobilization period will be 15 days from the date of issue of Lol). GIPCL reserve the right to short close the contract any time by giving one month notice period without assigning any reason. GIPCL shall have discretion to extend the contract for the further period of 1 (One) year on the same terms and conditions.

### **3) PRICE & RATE:**

This is SoR based contract and final item rates will be derived based on final offered lowest price received through e-Reverse Auction on gross total price (including GST). Pro-rata reduction will be applied in the quoted price for all the items of SoR (Section-E) after price discovery through e-Reverse Auction. The item rates so derived shall be inclusive of cost of all labours, manpower (skilled painters, semi-skilled, unskilled / helpers, experienced supervisors & site-incharge), raw materials as recommended, safe storage of materials & belongings, wastage, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, material handling etc...

Item rates also includes cost towards all required tools & tackles safety equipments & all safety PPEs like but not limited to standard approved safety shoes, safety helmets, dust masks, safety goggles, etc..., providing site safety arrangements, legal & statutory compliances, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax (online quoted GST rate by successful bidder will be considered for deriving item rates), minimum wage rates to workmen etc levied by the Central, State Government or other Public bodies etc... and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the scope of works as per specifications and terms & conditions of this tender inquiry.

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

The prices / item rates so derived based on final recovery of lowest offer from Bidder shall remain firm till completion of the entire contract period and also during extensions thereafter (if required & approved by GIPCL). GIPCL will not entertain any escalation towards labour rates, material rates, fuel rates and whatsoever due to any reason and also no idle charges for manpower, machinery, tools & tackles, equipment's & scaffolding, overhead expenses, etc... due to any reason whatsoever.

No price escalation / idle charges shall be payable due to delay in work by contractor or due to unavailability of work front by GIPCL or holding of work permit for time being due to unsafe working & violation of contract terms/specifications or any other reason whatsoever.

Contractor shall at his expense comply with all labour & industrial laws and such other acts & statutes as amended from time to time as may be

applicable to this contract in respect to pay etc... On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold contractor's payments till all legal liabilities are discharged.

The offered price shall be considering mobilization of all required manpower, tools & tackles, materials, equipment, vehicles, etc.... for timely and satisfactory completion of all scope of work.

4) **CONDITION FOR REJECTION OF TENDER:**

4.1 The bids in which any of the particulars and prescribed information is found to be missing, incomplete, incorrect or false in respect of any of the prescribed conditions are liable to be rejected.

4.2 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Bidders who resort to canvassing shall be liable to be rejected.

4.3 Bids containing uncalled remarks or any additional conditions are liable to be rejected.

4.4 Any deviations with the tender conditions should be clearly brought out in "Annexure- E" by the Bidder, failing which it will be ignored and/or the bid will be liable to be rejected.

5) **BIDDER NOT BOUND BY PERSONAL REPRESENTATION BY EMPLOYEES:**

The Bidder shall not be entitled to increase in rates agreed or any other rights or claims whatsoever by reason of any representation, explanation or statement or alleged representation, promise, or guarantee given or alleged to have been given to him by any person unless otherwise explicitly mentioned in the contract or written order of GIPCL.

6) **RIGHTS OF GIPCL TO ACCEPT OR REJECT THE BID / TENDER:**

GIPCL reserves the right to accept or reject any or all Bids / Tenders without assigning any reason therefore.

7) **NOTICE OF TERMINATION:**

The Contract shall be terminated by either Party by giving an advance written notice of three months.

On termination of contract, the premises, utensils, equipment, furniture, fittings, etc. shall be handed over to GIPCL in good and working condition. GIPCL will be free to get them replaced or repaired at the risk and cost of the Contractor if he fails to do so.

The premises, with fittings and fixture, furniture, crockery, cutlery, appliances, equipments and utensils etc. provided to the Contractor for running of the canteen shall be the property of GIPCL. The Bidder shall have no right on any of these terms and shall place them back at the disposal of GIPCL, forthwith after termination of the Contract.

8) **GIPCL's / COMPANY's OBLIGATION:**

To provide following facilities:

1. Canteen premises, including all infrastructures like dining halls, Kitchen, pantry, store room, utensils for preparation and service of food items and kitchen equipments shall be provided by GIPCL. This contract / arrangement shall neither create any lien of the contractor on any of the assets belonging to / owned by GIPCL nor create a relation of Lessor or Lessee between the GIPCL and the Contractor, in any manner whatsoever.
2. Required equipments in the required numbers will be made available by GIPCL free of charge, for the use by the Contractor in the canteen / dining hall / kitchens. On termination or expiry of this Contract, all the premises, equipments, utensils etc. provided to the Contractor by GIPCL, shall be handed over to, GIPCL after physical verification, failing which the cost of equipment/properties/utensils will be recovered from him at the original purchase prices, from any dues payable to him under any account or security deposit or by any other available means as may be deemed fit by GIPCL. On such recovery, when the Security deposit would get reduced, the same has to be replenished / made good by the Contractor forth with without any demure.
3. The Contractor shall maintain up dated records of all the articles and things provided / supplied to him by GIPCL from time to time throughout the tenure of the Contract. At the end of each quarter and also at the end of the Contract period, he will prepare list of all the items in his possession and show them separately classified as 'in good working condition', 'damaged – partly or fully', 'repairable', 'irreparable' and 'missing' and make them available for the purpose of joint verification by GIPCL and the Contractor. Cost of missing or damaged items not attributed to normal wear and tear shall be recovered from the Contractor as mentioned above. The Contractor

agrees and undertakes that the amounts quantified by GIPCL to that effect shall be final and binding on him and make the same good to GIPCL forthwith without any reservation whatsoever.

4. GIPCL will provide water for drinking and washing purposes free of cost and filled LPG Gas Cylinders to be used as fuel for cooking purpose.
5. The Contractor shall keep the burners and gas connections in good working conditions under Annual Rate Contract with the Service provider. Expenses for such up-keep i.e. service and replacement of parts will be reimbursed by GIPCL within thirty days after submission of original paid invoices / bills by the Contractor.
6. GIPC will make Electricity available in the canteen free of cost for all electrical gadgets / fixtures installed in the canteen. Any gadget or equipment brought by the Contractor without written approval of GIPCL shall be operated at his own cost by the Contractor.
7. GIPCL will take care of normal repair, maintenance and replacement of all Electrical appliances, fans, lights, utensils, furniture, fixtures and building. However, if there is any damage caused or loss of any of these items on account of any act or omission attributable to the Contractor or his workmen or agent, the Contractor will have to bear the expenses for necessary repairs/replacement as the case may be or indemnify GIPCL for any expenses, loss, cost etc. incurred or suffered.
8. GIPCL will permit movement of material/manpower in the canteen and the Plant premises in connection with the fulfillment of Contractor's obligations to prepare and serve the food items to the employees and the Contract Workmen on daily basis. However, the same shall be subject to prescribed security and safety rules and regulations of GIPCL as in force from time to time.
9. The Contractor shall issue Identity cards with photograph to all his workmen employed by him to do work under this Contract.
10. GIPCL will provide replacement of equipments, utensils against normal wear and tear and other than negligent usages by the Contractor to the extent considered reasonable at its sole discretion. If it exceeds the reasonable limit as above, the Contractor will be responsible for repair and replacement of the same at his own cost.
11. Subsidy for Food items to be served in the Plant Canteen at Wing-B

The Contract workmen who are working in the plant can avail food facility such as one meal at Wing – B, Two cups of Tea, One dry snack and One wet snack per day per person in a shift at their work place through trolley service system and at Valia Mine, in a Canteen

premises & site offices, Contract workmen can avail canteen facility as specified by authorized official of GIPCL and Bidder has to quote the lump sum fixed subsidy for food items as mentioned in Annexure-A for contract workmen.

Contractor will be paid fixed lump sum fixed subsidy amount for food items as per difference amount (Awarded rates less Subsidized rate of GIPCL) as per nos of coupons used by Contract workmen while availing the canteen facility through Plant canteen and Valia Mine Canteen.

**9) CONTACTOR'S OBLIGATIONS:**

The Plant services for tea and snacks as per service route and timings shall be as mentioned in Annexure-D. However, route may be changed / revised by introduction of new routes / starting new booth system.

The Contractor shall serve Tea, Coffee, Snacks and Beverages & Meals etc. and services shall be with adequate supervision in each shift as per the Annexure-D.

The Tea / Coffee will be serviced through insulated jars which will be supplied by GIPCL. The dry and wet snacks, tea will be served in paper bags / cups and will be supplied by GIPCL. The quantity of snacks per packet is as shown in the attached Annexure – B & C.

Meals will consist of fixed vegetarian thali or items (consisting of quantities and other specifications shown separately in Annexure A). The tentative timings for lunch will be between 12.00 Noon to 2.30 pm and for dinner will be between 8.00 pm to 9.00 pm at all locations.

Prepared food items and snacks items are required to be supplied at each service points on daily basis at least ten minutes before normal service time to facilitate administrative convenience. (Please refer Annexure-D)

The Contractor or his workmen employed by him shall not bring or cook or permit bringing or cooking of any non-vegetarian items and preparations in the canteen / guest houses, unless otherwise authorized in writing by GIPCL.

- 10) The quantity of items to be served from canteen is as stated in the Annexure- A. The rates shall be including of GST.

Estimated SOR is including GST. GIPCL will reimburse the applicable tax on submission of evidence of payment of taxes to the concerned department.

The Contractor shall not sub-let the work or any part thereof to carry out his obligations arising out of the Contract without specific written approval from GIPCL.

The Contractor shall provide rates including of all expenses and Taxes, as stated in Annexure- A at GIPCL-SLPP.

11) **SCOPE OF WORK:**

The Contractor shall be responsible for the safe custody and proper use of all equipments and other properties of GIPCL, whether movable or immovable. Any damage caused to the equipment or properties by the negligent operation act or omission of the Contractor or his employees or his agents shall be made good by the Contractor immediately to GIPCL for the entire loss/ damage, failing which the cost of equipments/properties will be recovered from any dues payable to him by GIPCL or will be recovered in any other legal manner.

The Contractor will ensure that the crockery equipments, appliances, utensils are washed and cleaned in a hygienic way and the utensils shall also be finally washed with hot water which shall be inspected by GIPCL, as and when required. The Contractor shall maintain minimum stock of one month consumption of all cleaning materials including brooms, phenyl, detergent, dusters etc. required for cleaning and washing the premises and the utensils etc. at his own cost. For any additional requirement, on account of increase in number of employees or due to opening of new service centers, additional utensils / equipments / cutlery etc. will be supplied by GIPCL, after confirming the exact requirement. Food wastage shall be disposed of by the Contractor in the manner specified by GIPCL. The Contractor will be responsible to follow applicable rules regulation of GIPCL, and other statutory authorities and the Government in respect of compliances of environment and cleanliness. The Contractor will have to bear fine, penalty etc. imposed by any competent authority for non-compliances of any applicable statutory provisions, rules and or regulation, Circulars, Notifications under the law for the time being in force.

The Contractor shall get labour license under the Contract Labor (Regulation and Abolition) Act, 1970 and rules made there under. It shall be binding to the Contractor to get the same renewed from time to time and shall maintain all the records at his own cost as per the applicable Acts and Rules made there under, as amended. .

The Contractor shall be responsible to select, deploy, enroll his employees, maintain books and records, deduct, add and deposit in the relevant accounts the contributions as required under the Employees Provident Funds and Miscellaneous Provisions Act, 1952



and all other applicable labour laws and rules made there under. The Contractor shall also take and submit to GIPCL Policy of adequate amount under the Employees' Compensation Act. The Contractor shall also furnish a copy of such statement as documentary proof to GIPCL as and when required.

The Contractor has to issue to their workmen Identity card with their recent photos and shall also maintain statutory and other register and records as prescribed under the applicable rules and regulation.

The Contractor shall give leave / holidays to his Workmen as per the provisions of applicable labour laws.

The employees employed by the Contractor do not have any right to raise a dispute / claim / demand before / against GIPCL and if any kind of such litigation arising then Contractor shall be liable to bear all the cost expenses losses and liability arising as a result of such litigation.

In case the contract period is over or the contract is terminated by either party, the Contractor shall deploy / transfer the workmen recruited by him at any other place and confirm in writing to GIPCL within forty-eight hours. In case the workmen recruited by the Contractor are not provided work at any other place and are discharged then all the eligible workmen shall be paid bonus, earned leave and other benefits payable under the applicable provision of labour laws. The Contractor agrees, accepts and undertakes to honor all the liabilities arising out of this Clause without any reimbursement from GIPCL.

There will be direct and complete supervision and control of the Contractor over his workmen. If any accident or injury occurs to any of the workers of the Contractor while performing the duty or otherwise then complete liability regarding the same will be borne by the Contractor.

**12) STAFF: -**

The Contractor shall engage and deploy sufficient staff / number of Workmen as indicated below:

At Industrial canteen approximately 34 Manpower which includes -

01 Site in-charge / Supervisor, 02 Cooks, 02 Assistant cook, 03 Waiters, 24 Helpers / Utility Boys and 02 Drivers.

At Valia Mines Canteen approximately 03 Manpower which includes 01 Cook and 02 Helpers / Utility Boys and

At Narmada & Tapi Guesthouses approximately 07 Manpower which includes 01 Supervisor, 02 Cooks / Assistant Cooks, 04 Helpers / Utility Boys

As may be required from time to time, in all shift considering the workload. Supervisors should be at least graduate and should have practical experience of at least two to three years of handling canteen independently. No person below eighteen (18) years of age will be allowed / permitted to be employed or deployed by the Contractor for any work under the Contract.

The Contractor shall issue appointment letter to his workmen before engagement and submit copy of the same to GIPCL-SLPP for record and reference.

The Contractor, willingly and at his own, agrees and undertakes, to fulfil any and all the statutory obligations under the applicable provisions of all the applicable laws including but not limited to Contract Labour Act, Laws relating to employment of Workmen, nature of work to be performed under the Contract viz. preparation and service of food items in Industrial undertaking, safety and security of the workplace and Workmen etc.

Further the Contractor willingly agrees and undertakes to indemnify and keep indemnified GIPCL against any and all statutory default(s) committed by the Contractor by way of noncompliance / part compliance / wrong compliance or otherwise and also for any and all claim(s) raised by any third party / authority, whether financial or otherwise, including but not limited to the costs expenses, losses, damages etc. incurred and / or suffered by GIPCL either during or after the terms of this Contract, resulting from or in connection with any act, omission or commission on the part of the Contractor.

Contractor shall quote Canteen Management Charges in Annexure-A, considering the adequate manpower to be deployed, for providing hassle free catering services in the canteens. The Canteen Management Charges shall remain fixed throughout the Contract period except for the revision/ changes in the Govt. Taxes.

The Contractor shall be solely responsible and shall fully comply all the provisions of all applicable Labour Laws and rules made there under including but not limited to the Factories Act, Employees Provident Fund Act, Industrial Disputes Act, Payment of Wages Act, Employees' Compensation Act, Payment of Minimum Wages Act, Contract Labour (R&A) Act, Payment of Bonus Act 1965, Interstate Migrant Workmen Act, 1979, Equal Remuneration Act, Orders and Notifications issued / made there under from time to time.

The Contractor shall do due diligence to spell out all the laws, rules, regulation applicable to catering business in Surat, Gujarat with details of each workmen about his previous employment, qualifications, experience etc. verify the antecedents and shall not allow entry into GIPCL premises to any of the workmen whose activities appear to be prejudicial to the safety, security or any other interest of GIPCL. The

Contractor shall prescribe disciplinary rules to be observed by his Workmen and ensure the rules are observed in letter and spirit by the Workmen all the times. The Contractor shall take appropriate disciplinary actions against the erring Workmen and award punishment after conducting domestic enquiry, depending up on severity of the offence committed. It is made amply clear to the Contractor that indiscipline of any sort or direct or indirect indulgence in any activity of indiscipline in the GIPCL Premises by any of his Workmen at any time whether during working hours or otherwise shall not be tolerated and that the Contractor agrees and undertakes to duly abide by this condition without any reservation whatsoever. The Contractor shall not allow any workmen who found to be improperly dressed or behaving in improper manner in GIPCL premises. The Contractor shall not allow any of his workmen to stay in the canteen and/or transit camp, except during the working hours.

The Contractor shall subject all his workmen to the medical examination by the registered and qualified Medical Officer at least once in six (6) months during the tenure of the Contract. On such examination and based on the observations of the Medical Officer in his Report, if the Contractor finds that the workmen is found medically unfit to perform the job then the Contractor shall have to relieve/substitute such Workmen forthwith. The Contractor shall be fully responsible for payment of compensation, if any, to such Workmen. The medical examination shall include tests such as blood, Stool, X-ray chest and all physical check-up etc. and all such medical reports will be submitted to designate Doctor for confirmation of fitness of Workmen. The medical examination and test expenses of all Workmen carried out will be borne by the Contractor.

The Contractor shall make available the first aid box or such other medical facilities, with adequate medicines as may be advised by the Medical Officer from time to time, are made available at the work place for use by the Workmen in case of need.

**13) UNIFORM AND STATUTORY LIABILITY: -**

Wearing the uniform prescribed and provided by the Contractor to the Workmen is compulsory. The Contractor shall provide three pairs of stitched uniforms of such cloth and pattern as mentioned below to bearers, cooks and other persons working in the dining hall, kitchen, and pantry and service points. He shall ensure that the uniforms are neat, clean and tidy and also arrange for washing and ironing of the uniforms regularly. The Contractor shall supply raincoat for outdoor catering service points in monsoon to his Workmen. No workmen wearing chappals / slippers etc. shall be allowed inside GIPCL premises. The Contractor shall provide to all his Workmen proper shoes to cover their feet fully. The expenses towards issuing uniform, shoes have to be borne by the Contractor.

**SCHEDULE: -**

[1] Supervisors - Uniform & Safety Shoes (ISI Mark)

[2] Canteen Boys - Uniform, Apron, Cap & Safety Shoes (ISI Mark)

Note: Color code of uniforms will be finalized by Contractor in consultation with officer in-charge of GIPCL-SLPP.

Cooks should have adequate knowledge and practical cooking experience to prepare different cuisines like South Indian, North Indian, Gujarati and Continental etc.

The Contractor shall make payment of wages to his workmen on or before 7<sup>th</sup> of the next month as per applicable provisions of the prevailing laws, as amended. He will submit a certified soft / hard copy of the statement of monthly salary payment details along with monthly Bills to GIPCL, within two working days after the date of payment of wages to Workmen, for the purpose to ensure proper and timely statutory compliance. He will also submit the evidence of payment made under statutory provisions by 15<sup>th</sup> of the subsequent month, failing which the amount approximately, equivalent to the payment may be retained by GIPCL from the pending bills of the Contractor till such payments are affected by him and that in case so required, make direct payment to the concerned authority to ensure statutory compliance on time and forward the acknowledgement / receipt of the same to the Contractor.

The Contractor shall quote the rate in the Price-bid based on prevailing rate notified by the Government of Gujarat as per Minimum Wages Act, 1948 inclusive of all statutory payment like PF, Bonus and Leave applicable on the date of submission of Tender. Please refer point no. 8 of Annexure-A.

The workmen engaged by the Contractor shall be liable to abide by the safety / security regulations prevailing from time to time in the area, including their conveyance, subject to each time of security regulations. Photographs for identity cards are to be supplied by the Contractor. Any Workmen of the Contractor, who is not in possession of I-Card, shall be deemed to be an unauthorized person and shall not be allowed entry in GIPCL premises.

The Contractor shall have to make his own arrangements of stay and transport of his Workmen and materials etc. at his own risk and costs.

On written request from the Contractor, accommodation for stay may be provided for Cook, supervisors in GIPCL residential premises, subject to availability and prior written approval of GIPCL at its sole discretion. Charges for Electricity, Cable, Telephone etc. shall to borne by the Contractor.

In addition to whatever is stated here above, GIPCL is under no obligation to provide any other facility to the Contractor. The Contractor shall have to make necessary provision including accommodation for his Workmen at his own cost, risk and responsibility.

The Contractor will have to make his own arrangement for utility vehicle for transportation (which should not be older than two years) to provide facilities like tea, Coffee, snacks, and Tiffin services, procurement of materials, vegetables, LPG cylinders etc. please refer Annexure-D for services points.

In case of emergency, transport facility may be extended by GIPCL on chargeable basis at its sole discretion.

If, at any time during the subsistence of the Contract GIPCL desires to utilize the services of the Contractor for any special event in Tapi Guest House or any other area, such as seminars, conferences, meetings, trainings, festive celebrations, official events etc. The Contractor agrees and undertakes to provide the catering services at the rates to be mutually agreed upon from time to time. In case the items are procured from outside, the items for which rates have already been agreed to in the agreement shall be reimbursed accordingly and other items which are not in the agreement and served by the Contractor shall be reimbursed at actual on submission of original bills, within thirty days.

As and when required, the Contractor will arrange to serve meals / snacks / tea / assorted biscuits / cold drinks/ sweet / ice-cream etc. to GIPCL guests and visitors visiting for official purpose, on production of Guest Slip duly authorized by the HODs. The Contractor shall raise separate bill for the same on monthly basis and the same shall be settled within thirty days by GIPCL.

The Contractor shall produce labour license under the Contract Labour (R&A) Act and he shall also submit the separate Provident Fund Code Number, obtained from the Regional Provident Fund Commissioner Authorities.

14) RAW MATERIALS:

It shall be the sole responsibility of the Contractor to procure good quality grocery materials from the GIPCL-SLPP Employees Consumer Co-operative Society as per Annexure – C (E) and other materials may be purchased directly by Contractor from reputed suppliers as per brand specified in Annexure – C (F). In case of non-availability of any raw materials in the GIPCL Society, the Contractor shall procure it from any reputed supplier, in consultation with GIPCL officer in-charge. Please refer Annexure – C (E) & (F) for preparation of food stuff. The Contractor shall submit the original bills / invoices of raw materials procured from any outside supplier to “GIPCL Consumer Co-operative Society” for verification on monthly basis before tenth day of each following month.

For Tapi Guest House, the raw materials will be provided by GIPCL and the Contractor has to manage the Guest House along with the Kitchen & Rooms.

The Contractor shall maintain stock of raw materials for fifteen (15) days consumption and maintain register for these items and the same will be made available for inspection to officer in-charge of GIPCL every month.

The quality of food-stuff, snacks, tea, etc. to be supplied by the Contractor shall be wholesome and of good standard. For this purpose, he will purchase good / standard brand quality of material in sufficient quantity which is available in the market.

Fresh seasonal green vegetable shall be procured every day by the Contractor at his own cost. The arrangement for supply of standard milk is made from Sumul Dairy through "GIPCL Co-Operative society". In case of non-availability of milk in the market or due to non-supply of milk from Sumul Dairy the Contractor shall procure sufficient quantity of Milk / condensed powdered milk from the market to meet such exigency at his own cost.

The rates quoted shall remain firm for the first year of the Contract. However, GIPCL will consider increase / decrease of rates on completion of one year in the event of increase / decrease in the prices of following commodities beyond band of + / - 10%. The price of following commodities as stated below shall be taken as the Bench Mark Price for these commodities.

Item	Unit	Base Rate as on 01-June-24
Atta - Navjivan / Ashirwad	Per Kg.	50.00
Sugar - (Fortune M-30)	Per Kg.	40.00
Toor Dal - (Angoor)	Per Kg.	185.00
Rice - Gujarat 17 / Jeerasar	Per Kg.	42.00
Besan - Navjivan / Gaay	Per Kg.	120.00
Edible Oil (Tirupati – Cottonseed)	Tin of 15 Ltr.	1790.00
Tea leaves - (Wagh Bakri ) Brand)	Per Kg.	520.00
Milk Gold (Sumul Dairy)	Per Ltr.	68.00

The average percentage increase / decrease shall be worked out on the basis of average quantity of above items utilized in the Industrial canteen during previous year i.e. 2023-24 (on the basis of bills of purchase of items) and price increase / decrease of above commodities against the

base price of commodities stated above. At the end of the first year, if the average percentage increase / decrease is above 10%, then increase / decrease of percentage in excess of 10% shall be given / reduced as the case may be on sale of food items against Canteen Coupons and guest slips for Tea, Coffee, Milk and regular Meals & Snacks. This adjustment in the prize of food items shall be done only once at the beginning of second year of the contract and shall remain fixed and firm for entire second year of the contract. The purchase of Grocery items from other than approved supplier shall not be considered for this escalation.

#### **15) GENERAL: -**

The Contractor shall obtain necessary license from jurisdictional Food & Drugs authority and keep it renewed and valid throughout the period of the Contract at his cost.

GIPCL premises being protected area, all the articles, which are to be taken out or brought inside shall be subjected to security check by the security Staff. Gate Pass System or any other System prescribed by GIPCL and in force, from time to time, shall have to be duly observed and complied with by the Contractor and all the Workmen employed / deployed by him.

The Contractor shall not use the canteen premises for any other activities except the purpose for which it has been provided for under the terms of the Contract.

The Contractor shall ensure that all his workmen are courteous and their behaviour and manners are good towards all the employees and guests of GIPCL, at all the times.

Except workmen of the Contractor working in the night shift, no employees of the Contractor will be allowed to be in the canteen premises during night time or use it for his rest / residential purpose or move out in any other area or the Plant premises.

In additions to above, the Contractor shall be responsible for the activities necessary to organize the catering like good quality, approved quantity, timely supply of food items.

A suggestion book and compliant book for registering any suggestion and / or compliant on the canteen services and quality of food items served shall be maintained and kept at a readily accessible place round the clock to enable the employees and guests to register their suggestion points / complaints. These suggestions and complaints will be submitted by the Contractor to GIPCL on weekly basis at the end of each week. The Contractor agrees and undertakes to implement forthwith any suggestion or take immediate action and resolve the complaint in consultation with GIPCL

and decision of GIPCL in respect of the same shall be final and binding on the Contractor without any reservation whatsoever.

The Contractor shall make provision for adequate supervision by qualified and experienced supervisors round the clock in the Canteens and Pantry areas. In off hours also, at least one supervisor will always be available. All edible items will be distributed only after they are checked by the supervisor and found to be of good quality.

Timely and courteous service and good quality of eatables are the essence of the Contract.

#### **16) PENALTY: -**

The Contractor shall ensure proper discipline so that peace, order and harmony are maintained in the canteen. In case peace, order and / or harmony in the canteen premises is disturbed due to lapse on the part of the Contractor or his workmen, penalty of minimum Rs. 500/- (Rupees Five Hundred Only) shall be imposed by GIPCL for each such event and the same shall be adjusted in the monthly running bills or recovered otherwise in any other appropriate lawful manner from the Contractor.

Continuing lapse / nuisance of this type on the part of the Contractor's workmen would render the Contract liable to termination without notice by GIPCL and without any compensation whatsoever. In case of delay in providing services, a penalty of minimum Rs. 1,000/- (Rupees One Thousand Only) shall be imposed on the Contractor for a particular short coming for each event and recovered from his monthly bill or recovered otherwise in any other appropriate lawful manner from the Contractor. The timings for providing the services have been separately indicated / intimated in the Tender document.

Preparations will be made as per the approved menu fixed by GIPCL from time to time. Complaints about the quality and quantity of the food, snacks, tea, etc. served by the Contractor shall be investigated by GIPCL representatives in the presence of the Contractor or his lawful representative. If on investigation, it is found that the preparation is of substandard quality or quantity, a penalty of Rs. 2,000/- (Rupees Two Thousand Only) per instance shall be imposed on the Contractor and recovered from the monthly bills or otherwise in any other appropriate lawful manner from the Contractor.

GIPCL may impose penalty for any default in complying statutory obligation under the Contract, GIPCL reserves the right to impose penalty of appropriate amount depending on GIPCL's assessments of severity and gravity of such default and the Contractor agrees and understand to accept and abide by the



decision of GIPCL without any demure. Further, GIPCL reserves the right to terminate the Contract at its sole discretion without asking any reason and get the work done from any other third party at the risk and cost of such defaulting Contractor. GIPCL reserves the right to recover the additional costs, damages, expenses, liabilities etc., if any, incurred or suffered in making such alternative arrangement for the defaulting Contractor from any amount(s) payable to the defaulting Contractor under any account or in any other lawful manner.

The Contractor agrees and undertakes that in the event of termination of the Contract by GIPCL due to any default attributable to the Contractor, in such an eventuality, the Contractor voluntarily and willingly waives his right to raise any claim of whatsoever nature including for compensation against GIPCL. As per the prevailing practice followed in catering business, a penalty of Rs. 1,000/- (Rupees One Thousand Only) per event shall be levied from the Contractor, on Lapse in kitchen hygiene and cleanliness, Lapse in staff cleanliness and uniform.

Monetary penalty up to Rs. 100/- (Rupees One Hundred Only) per event shall be imposed on the Contractor for non-compliances of safety rules of GIPCL by his Workmen. Similar monetary penalty up to Rs. 1,000/- (Rupees One Thousand Only) per event shall be imposed in respect of default or noncompliance of the applicable provisions of the applicable laws.

In case of continual / repeated / persistent default, for three months, either consecutive or otherwise during any one financial year, on the part of the Contractor for the lapses mentioned above, the Contract will be liable to termination at the sole discretion of GIPCL and the Contractor voluntarily and willingly waives his right to raise any claim of whatsoever nature including for compensation against GIPCL.

The Contractor agrees and undertakes that in case of dispute regarding the services, quality, hygiene conditions of canteen premises, or the quality of the foodstuff, snacks, tea, etc. the decision of GIPCL will be final and binding on the Contractor without any demure.

#### **17) CLEANLINESS AND HYGIENE: -**

As per the prudent practices prevailing in the catering business, the Contractor agrees and undertakes to maintain cleanliness inside the canteen premises and surrounding area. The dining Hall, kitchen area and wash area shall be cleaned and wash before and after each meal hours on daily basis.

Garbage and food waste of Industrial Canteen and other canteen / Dining halls shall be collected outside the premises at a space notified by GIPCL. Garbage and waste collected at this point shall be disposed off by the Contractor twice a day at the nominated place. The contractor shall ensure that there is no food wastage in canteen.

Further, the contractor shall keep adequate stock of phenyl, acid, naphthalene balls, soap, washing powder, broom, duster and other items required for cleaning of the canteen tables, chairs, floor, wash basin and any other furniture / fixture in the canteen premises and pantry area.

The rates quoted by the Contractor shall be valid during the period of the Contract. All the rules and regulations regarding hygiene, health etc. by the State, Municipal or Panchayat authorities and GIPCL shall be strictly adhered to by the Contractor.

**18) RIGHT TO VERIFY CANTEEN REPORTS AND RECORDS: -**

The Contractor shall allow GIPCL to periodically verify all the statutory and other records maintained by the Contractor including but not limited to books of accounts, stock records and registers of raw materials, wage sheets, returns, forms, articles provided by GIPCL etc.

**19) RIGHT TO ALTER TERMS & CONDITIONS OF THE AGREEMENT: -**

If the exigencies or circumstances so demand, GIPCL shall have right to review the terms and conditions, for which prior indication of its intention shall be given to the Contractor in writing.

Canteen Contract is extendable for a further period up to one year on the same terms and conditions at the sole discretion of GIPCL.

**20) PAYMENT OF TAX: -**

The Contractor will be responsible for the payment of GST, if applicable for the sales in the canteen and GIPCL will reimburse the same on submission of documentary proof.

Income tax (TDS) at the applicable rate will be deducted from each bill of the Contractor as per provisions of the Income Tax Act and the certificate of the same will be issued to the Contractor by the Company.

**21) PAYMENT OF BILLS:-**

The Contractor shall submit monthly bill, the payment of which shall be effected within fifteen (15) days, from the date of receipt of bill or settlement of quires, if any, raised by GIPCL whichever is later. Verification of bills will be done on the basis of actual consumption of data received from the Canteen Coupon Management System.

**22) ARBITRATION:**

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract for the interpretation and / or the execution of any clause of the Contract, or any other act, deed or commission / omission by any Party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either Party under these Clauses shall be referred to a sole Arbitrator to be selected by the Contractor out of panel of three Arbitrators to be suggested

by GIPCL. Arbitration shall be governed by the provisions of the Arbitration Act, 1996 or any statutory modification thereto or re-enactment thereof in force from time to time. The venue of such arbitration shall be at Surat, Gujarat State only.

The language of arbitrator proceeding shall be in English only. The award made by the Arbitrator shall be binding on the Parties

23) **FORCE MAJEURE:**

Any delay in or failure in performance of obligation(s) by either party to the contract shall not constitute default hereunder or give rise to claims in damages, if any, to the extent of such defaults or failure in performance caused by occurrence due to act of God or public enemies, exploitation or confiscation by the Government authorities, compliance any order or direction of any Government Authorities or Court of Law, Act or war, rebellion or sabotage or fires, flood, explosions or any other natural calamities.

24) **JURISDICTION: -**

Any and all actions and proceedings arising out of in relation to the Contract including any arbitration in terms hereof shall lie in the court of competent jurisdiction in this behalf at Surat, Gujarat only.

25) **GENERAL: -**

If at any stage during the period of the Contract, any case involving moral turpitude is instituted in any court against the Contractor or his Workmen, GIPCL reserves the right to terminate the contract without any notice to the Contractor and in that event the Contractor will not be entitled to any compensation in any form or of any nature from GIPCL.

26) **NO DUE, NO CLAIM CERTIFICATE: -**

The Contractor shall submit a "No Due, No Claim Certificate" to GIPCL soon after close of the Contract and before settlement of the final bill.

27) **CERTIFICATE: -**

We have read and understood all the terms and conditions as above in its true sense and meaning and that the same are acceptable to us, without any reservation whatsoever.

Stamp & Signature of Bidder

Place:

Date:

**SECTION – E – Schedule of Quantities and Rate**

**ANNEXURE – A**

Estimation (SOR) for Canteen Items for  
Industrial canteen at plant, canteen at Valia mines & Narmada guest house

Sr. No	Description of item	Unit/ Quantity	Net Weight	Estimated Cost Including 5% GST	Estimated Unit/Quantity (for 24 months)	Total Cost (in Rs./-)
A	B	C	D	E	F	G = E x F
1	HOT BEVERAGE					27,20,104.79
	a) Tea	Cup	100 ML	8.46	305760	
	b) Coffee (Nes cafe)	Cup	100 ML	8.46	15600	
2	DRY SNACKS (Powha / Makai Powha/ Mixed chiwda / Sev,mamara / Dal Muth /Phool vadi/Sakkarpala/ Ganthia/ Papadi/ Chanadal etc.)	One packet	75 gms.	9.87	106080	10,46,522.16
3	WET SNACKS Bataka Powha / Samosa / Kachori / Dal Bhajiya / Bataka Wada / Idli / Cutlet / vada pav / Methi Gota/ Varieties Thepla/ Utappa/ Dhokla/ Upma all items served with ketchup OR Chutney	One packet	100 gms.	11.27	168480	18,99,435.17
4	LUNCH---DINNER	FIX THALI	One			63,86,043.53
	FIXED - Thali containing the of following Items:			46.52	137280	

	a) Puri /Chapati with ghee /Paratha	08/06/4 Nos				
	b) Rice (Basmati Pulav, Jira rice, & Masala Khichdi, Plain rice)	1 Vatki	150gms			
	c) Dal / Dal fry (Punjabi once in a week)	2 Vatki	100 gms / 200 ml			
	d) Vegetable - (Green Vegetable)	1 Vatki	100 gms			
	e) Kathol / Suki Bhaji	1 Vatki	100 gms			
	f) Papad (Small size Lijjat make)	1 Nos.	1 no			
	g) Mixed Green Salad (onion, Cucumber, beat root, carrot, Raita etc) Seasonal	Grams	15 to 20 gms			
	h) Curd OR Butter Milk	Grams/ml	50 gms/150 ml			
	Extra Items I					
5	1) Puri Extra (4 nos) or Chappati (2 nos) or Paratha ( 2 Nos)	Nos	04/2/2 Nos.	7.03	6864	48,253.36
	2) Rice with dal or Kadi or Vegetable or Kathod	1 Vatki each		7.03	13728	96,506.72
	Extra Items II					
6	1) Curd or butter Milk	1 Vatki	50gms. / 150 ml	7.03	6864	48,253.36
	2) Papad (small size Lijjat make)	No	01 no	7.03	6864	48,253.36
7	Lump sum Fixed subsidy for Food Items for Contract Workmen for Plant & Valia Canteen.					
	Please refer Annexure –B (Clause C & E) for estimated qty of food items to be served	1		9,13,655.40	24	2,19,27,729.54

8	Lump sum Amount for Canteen Staff, site catering /movement and maintain hygiene Cost for Industrial Canteen, Narmada & Tapi Guesthouse, Valia Canteen. (Refer Clause No. 9,12,13 & 14 of General Terms and conditions of Contract.) .	1	9,65,583.89	24	2,31,74,013.36
9	Total Cost for Two years				<b>5,73,95,115.36</b>

NB: -Ref Annexure” B” for preparing and serving the above canteen items

1) Vegetable & Kathol items will be served as decided by the Company OR Canteen Committee.

- A. Rate per plate and per Item as per Annexure ‘A’
- a. (The Item Cost should be including of GST and excluding of Labour Cost)
  - b. NB: The rates for the above items will be quoted by the contractor including GST as applicable.
  - c. BISCUITS/Cold Drinks at actual Market rate.
- B. GIPCL reserves the right to conduct e-reverse auction through N-Procure Platform. (Refer Section-B)
- C. E-reverse auction shall be conducted amongst
- a. The Lowest 50% bidders from the total bids received or
  - b. Minimum 3 lowest bidders (whichever is higher)
- D. The basis of e-reverse auction shall be the lowest price received through initial price bid. The participating bidders in the e-reverse auction shall offer price lower than the price then any the above e-reverse auction will be declared as completed.

Stamp & Signature of Bidder

Place:  
Date

## **ANNEXURE- B**

### **AVERAGE CONSUMPTION AT INDUSTRIAL CANTEEN AT PLANT, CANTEEN AT VALIA MINES & NARMADA GUESTHOUSE**

**A. FACILITIES TO BE PROVIDED BY THE COMPANY**

1. Utensils, Crockery, Cutlery, Furniture, Fixtures, Geyser and other Canteen equipment's and premises for running the Canteen and Pantry.
2. Fuel (LPG Cylinder), However, Contractor shall be required to maintain stock of stand by fuel like Diesel, Kerosene etc., to meet with emergency requirements.
  1. Free supply of Water & Electricity.
  2. Electrical gadgets like Computer, Fans, Lights, Water Coolers, deep Freezers, Refrigerator, Pulverize, Atta Maker, Baine-Marie etc.

**B. APPROXIMATE / INDICATIVE AVERAGE DAILY CONSUMPTION DATA OF  
GIPCL EMPLOYEES IN WING-A FOR WHICH PAYMENT WILL BE BASED ON CCMS.**

			Avg. quantity for estimation
Lunch & Dinner	:	140 to 150	145
Tea	:	390 to 410	400
Coffee	:	20 to 30	25
Wet snacks	:	190 to 210	200
Dry Snacks	:	155 to 175	165

**C. APPROXIMATE / INDICATIVE AVERAGE DAILY CONSUMPTION DATA OF CANTEEN  
AT PLANT CANTEEN FOR CONTRACT WORKMEN WING B – FIXED LUMP SUM  
SUBDISY FOR FOOD:**

			Avg. quantity for estimation
Lunch & Dinner	:	435 to 455	445
Tea	:	1050 to 1100	1075
Coffee	:	--	--
Wet snacks	:	625 to 675	650
Dry Snacks	:	230 to 250	240

**D. APPROXIMATE / INDICATIVE AVERAGE DAILY CONSUMPTION DATA OF  
CANTEEN AT VALIA MINE FOR WHICH PAYMENT WILL BE BASED ON CCMS.**

			Avg. quantity for estimation
Lunch & Dinner	:	10 to 20	15
Tea	:	45 to 55	50
Coffee	:	--	--

Wet snacks	:	15 to 25	20
Dry Snacks	:	05 to 10	05

**E. APPROXIMATE / INDICATIVE AVERAGE DAILY CONSUMPTION DATA OF CANTEEN AT VALIA MINE FOR CONTRACT WORKMEN WING – FIXED LUMP SUM SUBSIDY FOR FOOD:**

		Avg. quantity for estimation	
Lunch & Dinner	:	20 to 30	25
Tea	:	20 to 30	25
Coffee	:	--	00
Wet snacks	:	25 to 35	30

**F. APPROXIMATE / INDICATIVE AVERAGE DAILY CONSUMPTION FOR DINING HALL AT NARMADA GUST HOUSE ON THE SIMILAR RATES AS QUOTED FOR INDUSTRIAL CANTEEN (WITHOUT SUBSIDY).**

		Avg. quantity for estimation	
Lunch & Dinner	:	55 to 65	60
Tea	:	35 to 45	40
Coffee	:	-	--
Wet snacks	:	45 to 55	50
Dry Snacks	:	--	--

Note: SoR Rates may be change subject to change in average quantity mentioned above for each item during the contract period.



## **ANNEXURE –C**

### **DAILY LUNCH MENU AND SNACK ITEMS SECHDULE**

- A) Meals shall includes 8 Puri (150 Gms.) or 06 Roti (150 Gms) or 04 Paratha (150 Gms) Rice (100Gms) with Dal (200 Ml. each), Sabji (100 Gms) Seasonal, Curd (50 Gms), Papad (Small size-1No.), Mixed Green Salad 15 gms to 20 gms (Seasonal) and Kathol (100 Gms).
- B) Vegetables shall include Potato-Bringal, Suki Bhaji, Couli Flower Potato, Cabbage-Potato, Palak Potato, Mixed Vegetables, Dry Potato fry, Stuffed Brinjal Potato, Brinjal Bharta, Fried Tindora-Potato, Sev Tomato, Capsicum Tomato Potato, Bhindi Potato fried, Undhia, Suran, Tomato-Vatana-Potato, Palakh Cofta, Dudhie Cofta, Masalabhindi, Green Pease etc.
- C) Wet Snacks shall include Batata Pauva, Khaman, Sev Khamni, (50 gms. Khamni & 50 gms. Sev), Dhokla, Uttapa, Upma, Edli ( 100 gms. each) with chatni, Chana Masala ( 70 gms. Chana & 30 gms. Sev), Vadapav (1 No Vada- & Pav), Sabudana vada (100 gms.), Batata & Chilley's Bhajiya, Bread Pakoda, Batakawada, Samosa, Medu Vada, Cutlet etc.
- D) Dry Snacks (75gms) such as Sev, Chevda, Dalmuth-Sev, Sev with makai chevda, Mixture, Sev Bundi, Sakkara Pada, Chana Dal, Sing Bhajiya, Sev Mamra, Bhavnagri Gathiya, Papdi, Potato Chips Shing Dana (Bake) Shing Dana (Fry) etc. These snacks may change/with additions of new varieties from time to time.

In place of Rice with Dal, Khichadi Kadhi may be served for one / two days in a week.

The above food items i.e. Meals / Snacks / Tea shall be prepared inside the Canteen premises and served by the Contractor in respective department of the plant & Mines areas to the employees.

Change of any snack or meal item is subject to prior approval of GIPCL in writing and GIPCL reserves the rights to change the menu with twenty-four hours prior notice in writing to the Contractor.

- E) **Branded Items to be purchased from GIPCL Credit Co-operative Society**
1. Rice should be Jirasar or Masoori or Gujarat-17 or for Pulav Basmati or Davat or Kohinoor variety.
  2. Bread should be fresh and of Maruti, Order Fresh or any other as may be approved by the company.
  3. Cold drinks & Fruit drinks manufactured by Parle, Pepsi, Co-cola, Dabur, Godrej, and Tropicana shall be served.
  4. Ice cream should be Amul or Vadilal or Havmor make.

5. All other pulses grains should be of highest quality which shall be approved by the representative of the Company.
6. The milk will be of Standard Quality (Standardized Milk) of Sumul or Amul dairy and requirement will depend upon employee's strength and same milk will be used for preparing curd.

The materials to be procured from GIPCL Employees Consumer Co-operative Society only In case of non-availability of any raw material in the society, the contractor shall procure it from any reputed Supplier duly approved by GIPCL with their consultation.

**F) Branded Items to be purchased directly by Contractor from reputed suppliers**

1. The cooking oil should be Corn drop or cotton seeds or sunflower oil of Anand Brand or Maruti Brand or Rajmoti or Tirupati or Fortune.
2. Toor Dal should be Angoor, Rattoo or Laxmi Brand or any other brand as approved by company.
3. Biscuits should be Britannia or Parle Brand only.
4. Papad should be Lijjat Brand or any other brand as approved by in writing by the Plant Head (SLPP).
5. All Masala used in cooking should be of agemark quality either Ranchhodrai or Sankar Masala Brands or Everest Masala or Ramdev or MDH.
6. Butter & Cheese shall be Amul or Sumul Dairy
7. Ghee should be of Amul or Sagar or Sumul Brand.
8. Tea leaves should be of Wagh-Bakri or Jivraj no-09 Tea preparation must be of Good quality.
9. Coffee should be of Nescafe or brand approved by GIPCL

## ANNEXURE-D

Distribution of food items through trolley services to GIPCL employees and Contract Workmen in each shift shall be as hereunder:

Tea, Snacks and Tiffin are to be served in the Plant & Mines on following timings:

<b>Sr. No.</b>	<b>Shift</b>	<b>Timings</b>	<b>Services</b>
1.	1st	06:15 am	Tea, Wet & Dry Snack
	1st	12:30 pm	Tiffin Service
2.	2nd	03:30 pm	Tea & Dry Snack
	2nd	06:00 pm	Tea & Wet Snack
	2nd	08:00 pm	Tiffin Service
3.	3rd	11:00 pm	Tea & Dry Snack
	3rd	03:00 am	Tea
4.	General	08:00 am	Tea / Coffee, Wet & Dry Snack at Canteen Premises
	General	03:30 pm	Tea / Coffee
5.	Any other time / location as per instruction by officer In-charge		

### **Service Points:**

1. Gate No. 1
2. CWPH 3 & 4
3. Boiler & Turbine 3 & 4
4. Switchyard
5. Fire station
6. CWPH 1 & 2
7. DM Plant
8. LHS / AHS / Lime stone milling
9. Ware House
10. Services Building (All Dept & Control Room)
11. Admin Building (Old and New for all Dept)
12. Lime Stone, Vastan & Mangrol Mines & Solar Plant on the way locations
13. GIPCL - BVB School
14. Occupation Health Center
15. Any new location as per the requirement of the canteen services

- Note: (1) Only dry snacks to be provided during night shifts  
(2) The canteen shall be open for admission to all employees (i.e. regular, contractual, casual, temporary etc.)

- (3) Canteen will be open only for wet snack in the morning, Lunch (Timing 12:30 pm to 02:00 pm) & Dinner (Timing 08:00 pm to 09:30 pm)

The employees working in plants and administration block are to be provided snacks and tea at their place of work. The employees working in the shifts in Plant and Mines are to be provided meal, Teas & Snacks at their place of work at the schedule timings.

- 1) No meals or any canteen facility will be served to any person on Company account except Company guests. In case of the Company guest, facility will be provided against the Canteen Requisition Slip from the concerned Departmental Head.
- 2) Senior officers who want food in their own office for any reason shall to send their own peon and coupons for the items required.
- 3) No glasses or spoons will be provided outside canteen premises

**PANTRY SERVICE:**

- 1) Contractor will make arrangement to collect Canteen items from pantry from administrative Building as per timings mentioned above.
- 2) Tea & snacks will be provided to Company Guest as per requirement during working hours.
- 3) No pantry services will be available on weekly off & holidays and after 5.30 pm on working days.

Stamp & Signature of Party

Place:

Date:

**SECTION – F – ANNEXURES AND FORMS**

**ANNEXURE – E**

**SCHEDULE OF DEVIATION FROM GENERAL AND TENDER DOCUMENT**

All the deviations from the general and technical specifications shall be filled by Bidders clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The Bidder hereby certify that the above mentioned are the only deviations from GIPCL's General / Technical Condition(s) of this enquiry. The Bidder further confirms that, in the event any other data and information presented in the Bidders proposal and accompanying documents are at variance with specific requirements laid out in the GIPCL's General / Technical Specifications, then the latter shall govern and will be binding to the Bidder for the quoted rates / price.

Stamp & Signature of Party

Place:

Date

**ANNEXURE - F**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT  
(To be executed on non-judicial stamped paper of approximate  
value)**

**B. G. No.**-----**Date:** .....

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for --  
----- (hereinafter called “the said tender”)to M/s.....(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. We .....Bank having its branch office at ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and

for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

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

## **ANNEXURE - G**

### **INSTRUCTIONS TO FILL PRICE BID**

- 1) The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract and scope of work.
- 2) The quantities given in the schedule of rates are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be actual quantities of 'Agreement' and carried out, as measured by the Contractor and verified by the GIPCL and valued at the rates and prices tendered in the priced Schedule of Rates, where applicable, and otherwise at such rates and prices as the GIPCL may fix within the terms of contract
- 3) The rates and prices tendered in the price schedule of rates shall, except so far as it is otherwise provided under the Contract include all Equipment, labour, Supervision, Materials, Erection, Maintenance, Insurance, Profit, Taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract.
- 4) A rate or price shall be entered against each item in the price schedule, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Schedule of rates.
- 5) The bidder has to quote single rate for canteen at both locations i.e. (1) Industrial Canteen at Plant and (2) Canteen at Valia Mine for, Narmada& Tapi Guest Houses will be awarded to single party. The item rate for food quoted by the bidder for Industrial canteen will be equally applicable to the food serve at Canteen at Valia Mine & at Narmada \Guest house also.
- 6) The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced schedule, and where no items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of works.
- 7) No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the bidder.
- 8) GIPCL reserves the right to conduct e-reverse auction through N-Procure Platform.(Refer Section-B)
- 9) E-reverse auction shall be conducted amongst



- a. The Lowest 50% bidders from the total bids received or
  - b. Minimum 3 lowest bidders (whichever is higher)
- 10) The basis of e-reverse auction shall be the lowest price received through initial price bid. The participating bidders in the e-reverse auction shall offer price lower than the price then only the above e-reverse auction will be declared as completed.

### QUANTITIES

The quantities set out in the schedule of rates are the estimated quantities of the contract.

**ANNEXURE - H**

**On Firm's Letter Head**

**CERTIFICATE**

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

Seal of the Firm

Signature of the Bidder  
With Designation

Place:

Date:

**Annexure-I**

**On Firm's Letter Head**

**CERTIFICATE**

I / We \_\_\_\_\_ authorized signatory of M/s \_\_\_\_\_ here by certify that M/s \_\_\_\_\_ is not related with other firms who have submitted tenders for the same items under this inquiry / Tender for the work of "Biennial Rate Contract for Running Industrial Canteen at Plant and Canteen at Valia Mines, Narmada & Tapi Guest houses at Township from 2024-26" at GIPCL, SLPP, Nani Naroli, Tal. Mangrol, Dist.: Surat - 394110.

Seal of the Firm

Signature of the Bidder  
With Designation

Place:

Date:

**ANNEXURE- J**

(To be submitted on Company's Letter Head)

**Declaration cum Undertaking for Safety Laws and Regulations Compliance**

*(To be submitted on Company's Letter Head)*

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

PLACE:

DATE:

Signed and Stamped by the  
Authorized Signatory of the Bidder

---

**ANNEXURE- K**

(To be submitted on Company's Letter Head)

**Declaration for Contractual Litigations**

*(To be submitted on Company's Letter Head)*

**Please Tick (✓) whichever is correct option**

I \_\_\_\_\_ on behalf of .....Name of Party/Company.....hereby confirm that I /We have

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

**Please Tick ( )**

**OR**

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

**Please Tick ( )**

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

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

PLACE:

DATE:

Signed and Stamped by the  
Authorized Signatory of the Bidder

**ANNEXURE- L**

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

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

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

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

AND 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. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.----- (Rs .....only)
1. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and

unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

2. 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.
3. 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 contractor & 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.
4. We .....Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
5. 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

**Annexure-M**

**PARTICULARS OF THE BIDDERS**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Please Provide Information here</b>
1.	Name of Bidder	
2.	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
3.	Contact Details:  Contact Person Name  Telephone No. :  Mobile No.:	
4.	Year of establishment  PAN No.  GST No	
5.	User ID for e-reverse auction on website:  <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a>	

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

## ANNEXURE- N

### PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/SD/TENDER FEE

1. For making online payment, first go to the website: [www.gipcl.com](http://www.gipcl.com)
2. Then, click on the caption/link as can see like:

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

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

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self-explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

5. The vendor/Party will be redirected to Payment Gateway.  
By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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

**ANNEXURE- O**  
**PERFORMA CERTIFICATE**

**(No claim, No arbitration)**

To,  
Chief General Manager (Fin. I/c HR&A) & CFO  
Gujarat Industries Power Company Limited,  
Post: Ranoli - 391 350  
Dist.: Vadodara  
Gujarat - India

Dear Sir,

Subject: \_\_\_\_\_

Ref: Work Order No.: \_\_\_\_\_ Dated \_\_\_\_\_

We hereby confirm with free consent as under: -

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

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

M/s. \_\_\_\_\_

Signature, Stamp and date



## ANNEXURE-P BILL PASSING FORMATS

### 1) Bill Passing Format

GUJARAT INDUSTRIES POWER CO. LTD. SURAI LIGNITE POWER PLANT BILL FOR PAYMENT		SAP PO No	
		SES No.	
		SES Acceptance No.	
Ref. Work Order No.:			
	Bill No. & Date		
1	Name of Contractor & address:		
2	Nature of work		
	Date of start of work		
	Schedule date of completion as per LOI		
3	Amount as per work order without Service Tax		
	Percentage of work completed		
			Payment
4	Amount billed up to last Bill (without Service Tax)		
5	Total value billed up to date.		
6	Value of work done as per this bill		
	GST@18%		0.00
	Value of work done with Service Tax (A)		0.00
7	Recoveries	Recoveries	
	1) Retention money		
	2) Quarter Rent/Guest House recovery		
	3) PPE Issued		
	4) Medical Check Up		
	5) Penalty as per contract, if any applicable		
	6) Any other recovery		
	Total recoveries (B)	0.00	
8	Net (A-B)		0.00
9	Payment recommended		
	a) Secured advance against materials- C		
10	NET PAYMENT (A-B-C)		0.00

**CERTIFICATE OF COMPLIANCE BY CONTRACTOR**  
**(To be submitted with each monthly bill on letter head along with labour compliance records)**

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

For M/s. ....

Authorized Signature with Stamp

Place:

Date:

Through: HoD

To,  
CGM (Fin, I/c. HR&A) & CFO

**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**Surat Lignite Power Plant**

We are in receipt of following statutory documents pertaining to M/s \_\_\_\_\_ for BRC / BMC of \_\_\_\_\_

For the RA Bill no \_\_\_\_\_ . dtd- \_\_\_\_\_ for the period \_\_\_\_\_

To \_\_\_\_\_ on dtd \_\_\_\_\_.

1. Certificate of compliance by contractor
2. Attendance Register
3. Wage Register
4. Bank Statement for payment of Wages
5. EPF Challan
6. ECR
7. TRRN Confirmation details by EPFO/Bank

Above submitted documents were verified by HR&A and this is to certify that M/s. \_\_\_\_\_ has been comply with the provisions of The Employees' Provident Funds and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948 and Payment of Wages Act 1936 for the month of .....

Sr. Manager (HR&A)

General Manager (HR&A)

Date:

Place

•This certificate has been issued for internal usage of GIPCL SLPP and sole purposes of this certificate has to processing RA bill and verifies the statutory compliance by Contractor.

# ETHICS PACT

## GUJARAT INDUSTRIES POWER COMPANY LIMITED

Reference PO Number

Date:

Integrity Pact No. :

Contract Period

Date:

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

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

Seal & signature  
(GIPCL's Authorized Signatory)

Name:

Designation

Seal & Signature  
(Party's Authorized Signatory)

Name:

Designation