

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

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252
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Tender No: GIPCL / BRD / CANTEEN / 2024-2026

Tender Date: 09.08.2024

Tender Due Date: 30.08.2024

**TENDER FOR BI-ANNUAL RATE CONTRACT FOR
RUNNING INDUSTRIAL CANTEEN AT GUJARAT
INDUSTRIES POWER COMPANY LIMITED,
VADODARA FOR THE PERIOD 2024-2026.**

**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT.**

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT) PHONE NO.: (0265) 2234252

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

**BI-ANNUAL RATE CONTRACT FOR RUNNING INDUSTRIAL CANTEEN AT
GUJARAT INDUSTRIES POWER COMPANY LIMITED, VADODARA FOR THE
PERIOD 2024-2026.**

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GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
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TENDER NOTICE

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt.09.08.2024

BI-ANNUAL RATE CONTRACT FOR RUNNING INDUSTRIAL CANTEEN AT GUJARAT INDUSTRIES POWER COMPANY LIMITED, VADODARA FOR THE PERIOD 2024-2026.

NOTICE INVITING TENDER (NIT)

Name of work	BI-ANNUAL RATE CONTRACT FOR RUNNING INDUSTRIAL CANTEEN AT GUJARAT INDUSTRIES POWER COMPANY LIMITED, VADODARA FOR THE PERIOD 2022-2024.
Place of work	AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA. PIN: 391 350 (GUJARAT)
Period of Contract	24 (Twenty-four) months from the date of award of LOI / Award of Work Order.
EMD	Rs.1,00,000/- (Rupees One Lac only) by Demand Draft payable at Vadodara or as per attached format of Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender.
Cost of tender document / tender fee (Non-refundable)	Rs.2,950/- (Including 18%GST) (Rupees Two Thousand Nine Hundred Fifty only) by Demand Draft in favor of GIPCL payable at Vadodara.
Availability of Tender document	Tender will be available on (n) Procure website https://tender.nprocure.com from 09.08.2024. Tender can also be viewed on GIPCL website: www.gipcl.com from 09.08.2024.
Downloading of tender document from websites	From 09/08/2024 from (n) Procure website https://tender.nprocure.com from 09.08.2024. Tender can also be viewed on GIPCL website: www.gipcl.com from 09.08.2024.
Last date of online submission of offer	30/08/2024 Up to 17.30 hrs. on website: https://tender.nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical bid in physical form in the below mentioned address.	On or before 30.08.2024 during office hours at office of Gujarat Industries Power Company Ltd. , P.O. Ranoli-391350, Dist.: Baroda, Gujarat – India.
E-Reverse Auction	E-Reverse Auction will be executed through website: https://e-auction.nprocure.com (Schedule will be intimated later on to eligible bidders).

SITE VISIT

All the prospective bidders are requested to familiarize with the site condition by visiting GIPCL either on **16.08.2024 or 17.08.2024 at 10.30 AM.**

It is prerequisite and necessary for all prospective bidders to visit the GIPCL-Baroda site location after downloading the tender copy from website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> or www.gipcl.com to understand the actual working conditions, compliance related to Labour, safety etc. before submitting their offer either, failing which, any consequential liabilities arising will be to bidder's account.

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 in the website:
<https://nprocure.com>.

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: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Email: nprocure@gnvfc.net

5. **The technical bid, EMD, Tender fee, & other documents to be submitted in physical form as mentioned above would be submitted by courier / hand delivery at the following address:**

Address for submission of Technical bid & other documents in physical form:

General Manager (M&C)
Gujarat Industries Power Company Limited.
At & Post: Ranoli-391350,
Dist: Vadodara
Ph No. 0265-2234252

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252
web site:- www.gipcl.com
E-Mail: purchase@gipcl.com

CIN – L99999GJ1985PLC007868

TENDER NO: GIPCL / BRD / CANTEEN / 2024-26 dt. 09.08.2024	BI-ANNUAL RATE CONTRACT FOR RUNNING INDUSTRIAL CANTEEN AT GUJARAT INDUSTRIES POWER COMPANY LIMITED, VADODARA FOR THE PERIOD 2024-2026.	
DUE ON	<u>30.08.2024</u>	At 17.30 hrs.

DETAILS FOR SUBMISSION OF TENDER:

**YOU HAVE TO SUBMIT YOUR OFFER IN TWO PARTS i.e. PART- I
TECHNICAL BID AND PART- II PRICE BID.**

PART- I TECHNICAL BID:

**YOU SHALL HAVE TO SUBMIT PHYSICAL COPY OF FOLLOWING DOCUMENTS
DULY SIGNED & STAMPED AS A TOKEN OF ACCEPTANCE ALONGWITH PART- I
i.e. TECHNICAL BID OF TENDER.**

- (1) Annexure- A i.e. Documents as indicated for Pre-qualification criteria of bidder.
- (2) Annexure- B i.e. Basic Information of bidder duly filled & signed by bidder.
- (3) Annexure- C i.e. Experience information of bidder duly filled & signed by bidder along with copy of required documents.
- (4) **Part-I Technical Bid** duly signed & stamped by bidder as a token of acceptance.
- (5) Annexure -D i.e. General Terms & Conditions duly signed & stamped by bidder as a token of acceptance.
- (6) Annexure – E i.e. Details of Facilities to be provided by GIPCL duly signed and stamped by bidder as a token of acceptance.
- (7) Annexure – F i.e. Details of Meals & Snacks Menu duly signed & stamped by bidder as a token of acceptance.
- (8) Annexure – G i.e. Details of service points and schedule timings for providing canteen services duly signed & stamped by bidder as a token of acceptance.

- (9) Annexure- H i.e. Schedule of Deviation, if any technical or commercial deviation is taken against any terms & conditions of tender or else write with remarks "NO DEVIATION".
- (10) Annexure- I i.e. Bank Guarantee of EMD (If EMD is submitted thru bank guarantee)
- (11) Annexure- J i.e. Format of Bank guarantee of security deposit duly signed & stamped by bidder as a token of acceptance.
- (12) Annexure- K i.e. Instruction to fill price bid duly signed & stamped by bidder as a token of acceptance.
- (13) Annexure- L, M, N, O, of tender documents on bidder's firm's letter head duly filled signed & stamped.
- (14) Annexure- P i.e. Price Schedule. (i.e. Unpriced copy of Price Schedule)
- (15) Tender Fee Rs.2,950/- (Two thousand Nine Hundred Fifty Only) by way of demand draft in favor of "GUJARAT INDUSTRIES POWER CO. LTD" payable at Vadodara.
- (16)** EMD of Rs.1,00,000/- (Rupees One Lac Only) by way of demand draft in favor of "GUJARAT INDUSTRIES POWER CO. LTD" payable at Vadodara. OR Bank Guarantee for EMD.

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-H) 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. Turnover for the last three financial 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.

PART- II PRICE BID:

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

- (1) Price Bid shall be submitted only in soft form through e- portal system.
Estimate given at Annexure-P (SOR) includes cost of all manpower, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc.
- (2) Goods & Service tax @5% (GST) are inclusive in the Unit Rate / Total Value given in the Price bid (Annexure-P SOR)
- (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 (Annexure-P) 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.

(A) METHOD OF TENDERING/SIGNATURE ON BIDS:

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e. by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.

- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

(B) 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.

(C) 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.

(D) 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.

(E) OPENING OF BIDS:

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.

(F) PRELIMINARY EXAMINATION:

- (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.

(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.

(G) EVALUATION & COMPARISON OF BIDS:

- (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.
- (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.
- (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.
- (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.
- (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.
- (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.
- (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.

(H) **RIGHT OF REJECTION OF TENDERS:**

- (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.
- (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.
- (3) Any Tender / Bidder who have submitted their physical documents but not submitted price bid online thru n-procure web site before due date of tender.
- (4) Any Tender / Bidder who have submitted their price bid online thru n-procure web site but not submitted physical documents with EMD & Tender Fee before due date of tender.
- (5) 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.

(I) **AWARD OF CONTRACT:**

- (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.
- (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, or registered mail.
- (3) GIPCL reserves the right to cancel / short close the contract during the contract period without assigning any reason.
- (4) GIPCL reserves the right to split the contract quantity between vendors.

(J) **CONTRACT PERIOD:**

- (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 tender or as stated in work order/ LOI.
- (2) GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason whatsoever.
- (3) GIPCL shall have discretion to extend the contract for the further period of 1 (One) year or part thereof on the same rates, terms and conditions.

(K) 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 without written permission of GIPCL.

(L) CLARIFICATION OF BIDDING DOCUMENTS:

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company at least before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address purchase@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.

ADDRESS FOR SUBMISSION OF TENDER:

GENERAL MANAGER (MAT & CONT)
GUJARAT INDUSTRIES POWER COMPANY LIMITED
P.O. RANOLI-391350, DIST: VADODARA
PHONE: (EPABX) (0265) 2234252., E- Mail: purchase@gipcl.com

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
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PHONE NO.: (0265) 2234252

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

ANNEXURE- A

BI-ANNUAL RATE CONTRACT FOR RUNNING INDUSTRIAL CANTEEN AT GUJARAT INDUSTRIES POWER COMPANY LIMITED, VADODARA FOR THE PERIOD 2024-2026.

QUALIFICATION CRITERIA OF BIDDER:

(A) INSTRUCTION TO BIDDERS FOR FURNISHING INFORMATION WITH TECHNICAL BID.

- 1) Bidders are requested to submit the details about their organization, technical experience, competency and suitable evidence of their financial standing as per the enclosed format. Bid is liable to be rejected due to any false or incomplete information furnished in the format / documents.
- 2) The Bidder should have sufficient number of technical and administrative employees for proper execution of work as per the Tender documents. The Bidder should submit organization chart and CV of the employees who will occupy the key position in the contract work.

(B) ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION:

Sr. No.	Pre-Qualification Criteria	Bidder's Remark (Yes / No) regarding submission of document in hard copy	Page number of following enclosures in hard copy with Technical Bid
1.	<p>The Bidder should produce certificate / document & copy of work order issued by the organization clients as evidence for work of 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 having past , minimum recent Three (3) years of experience out of last five years. (work order copy as per this eligibility criteria to be attached with technical bid)</p> <p>The Bidder should have executed work successfully of providing Industrial catering service at least in two (2) industrial canteen of similar magnitude and nature, in Government / Semi Government department/ Public sector unit /MNC/ Reputed industries.</p>		
2.	<p>The Bidder should produce satisfactory completion Certificate of good Performance / satisfactory performance from the clients / industries. copy of previous Labour license and Workmen compensation policy to be attached with the Technical Bid)</p>		
3.	<p>The Bidder should have minimum average annual turnover of Rs.20.00 Lacs during past three financial years i.e., 2021-22,2022-23 & 2023-24 and bidder will have to submit the documents for the same. A certificate from a chartered accountant giving year wise turnover should be submitted along with certified balance sheet with Profit and loss statement for the year 2021-22,2022-23 & 2023-24 (Three years financial Statements to be attached with technical bid)</p> <p><u>The Net worth of the bidder should be positive as evidence from audited accounts.</u></p> <p>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.</p>		

4.	<p>The bidder should produce evidence of having experience of successfully completed similar works as define here under during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing work etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience, the experience should be either of the following in providing catering service in industry with single work order value of minimum:</p> <p>One similar completed/executed work each costing not less than the amount equal to 60% of the annualized estimated cost.</p> <p style="text-align: center;">OR</p> <p>Two similar completed/executed works each costing not less than the amount equal to 40% of the annualized estimated cost.</p> <p style="text-align: center;">OR</p> <p>Three similar completed/executed works each costing not less than the amount equal to 30% of the annualized estimated cost.</p> <p><i>(copy of work order for above order value to be attached with technical bid)</i></p>		
5.	<p>Bidder should possess valid (a) PF / ESIC Code Number (b) Income Tax Permanent Account Number (PAN), (c) GST Registration number.</p> <p>(Copies of each documents to be attached with the Technical Bid)</p>		
6.	<p>Details of Registered Partnership Deed in case of partnership firm and Articles of Association and Memorandum of Association in case of a Company.</p> <p>(Copy of relevant documents to be attached with the Technical Bid)</p>		
7.	<p>Confirmation letter that the Contractor will open bank account with a Scheduled Bank for all the workmen engaged by him during the Contract period and make payment of wages in the bank account through account payee cheque only. (Copy to be attached with the Technical bid on letter head)</p>		
8.	<p>Registration as per Food Safety and Standard Act, 2006.</p> <p>(Copy to be attached with the Technical Bid)</p>		
9.	<p>The bidder should submit a certificate signed by Authorized Signatory on Company's Letter head stating the Company is not black listed, deregistered as under by any Government / Semi Government / Public Sector Undertaking / Private sector in last three years. (Annexure- O)</p>		

10.	If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, bid of that party 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. (Annexure-N)		
11.	Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure-M attached.		
	a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.		
	b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.		

Note:

- 1) Non-production of any of the compliance criteria as above, in the Technical Bid, will render the Bid liable for rejection. After acceptance of the Technical Bid only the Price Bid will be considered for opening online.**
- 2) All the above documents as applicable are to be attached with an Index showing the page number of the enclosures along with the Technical Bid.**

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252

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ANNEXURE- B

BASIC INFORMATION OF THE BIDDER

Sr. No.	Description	Particulars
A	Name and Address of the Bidder.	
	Phone No. Fax No- (if any) Email- Website- (if any)	
B	i) Firm / Company Registration No *	
	ii) Income Tax PAN *	
	iii) GST Registration No *	
	iv) PF Code No* ESIC Code No*	
	v) Registration No. as per Food Safety and Standard Act, 2006.	
C	Type of Organization including names of Partners / Directors (with DIN) with basic qualification and age, contact numbers (land lines and Mobile Nos.), copy of Income Tax PAN, proof of residential address, copy of Driving License. Details of registered partnership deed in case of partnership firm and Articles of Association and Memorandum of Association with Registration Certificate in case of Company* (Sole proprietorship firm, Partnership firm, Pvt. Ltd. company, Cooperative Body etc..)	

D	Bank Account Details Name of the firm in Bank Bank Name & Address Branch Name Type of account Account Number IFSC No (To attach copy of first page of Bank A/c Pass Book authenticated by the Branch Manager along with a copy of Cancelled cheque) *	
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*Copies of all relevant documents as mentioned above to be attached with the Technical Bid without fail.

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252

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ANNEXURE-C

EXPERIENCE INFORMATION OF BIDDER

List of Government / Semi Government department / Public sector unit / MNC / reputed industries wherein contract work for providing catering services in industrial canteen of the value as mentioned in the prequalification criteria undertaken by your firm / company

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Sr. No.	Name and address of the company and name of contact person with mobile No.	Date From: ----- To: -----	Total Experience	Work Order Value (Rs. In lakh)

Copies of all relevant documents as mentioned above to be attached with the Technical Bid without fail.

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

TECHNICAL BID: PART- I

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024	Bi-Annual Rate Contract for Running Industrial Canteen at Gujarat Industries Power Company Limited, Vadodara for the period 2024-2026.
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TERMS & CONDITIONS:

It is necessary to specify name of the work “**Bi-annual Rate Contract for Running Industrial Canteen at Gujarat Industries Power Company Limited, Vadodara.**”

On closed envelope / cover while submitting the bid physically. Full particulars of the Tender can be downloaded from the website of n-Procure/ GIPCL. The bidder shall have to submit physical copy of **Technical Bid i.e. Part – I of the Tender to GIPCL at office address: At & Post: Ranoli, Taluka & Dist.: Vadodara – 391 350 (Gujarat) on or before due date of tender.**

GIPCL reserves right to accept or reject any or all Bids without assigning any reasons therefore. Any clarification regarding the Tender shall be obtained by the Bidder before opening of the Tender or during the site visit.

SITE VISIT

All the prospective bidders are requested to familiarize with the site condition by visiting GIPCL either on **16.08.2024 or 17.08.2024 at 10.30 AM.**

NOTE:

1. Physical copy of Tender will be accepted by RPAD / Speed post / courier / hand delivery only. All the certificates/documents required to be submitted by the Bidder along with the Technical Bid in respect of qualifying criteria shall be submitted in physical form with the Technical Bid.
2. Bidder shall quote the reference of payment of EMD i.e. DD / Bank Guarantee No. & Date. on the Bid envelope / cover itself. Tender fee shall be accepted by DD only, without which the Tender is liable to be rejected. The Demand Draft for Earnest Money Deposit (EMD) and Tender fee shall be drawn in favour of “Gujarat Industries Power Company Limited, payable at Vadodara” In case EMD is paid in the form of Bank Guarantee, the same shall be valid for a period of 180 days after the due date set for opening of the bids.

EARNEST MONEY DEPOSIT (EMD) & TENDER FEES:

The Bidder shall submit non-refundable Tender fees of Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only) (Including of 18%GST) by DD and an EMD of Rs. 1,00,000/- (Rupees One Lac only) on or before closure of bid time.

2.1 A crossed bank Demand Draft in favor of Gujarat Industries Power Company Limited payable at Vadodara.

OR

2.2 An unconditional and irrevocable Bank Guarantee drawn on any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank.

2.3 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 set for opening of the Bids. EMD of the successful Bidder will be returned after the Bidder submits / deposits a Security Deposit as per the Tender terms.

EMD of unsuccessful Bidders will be returned after the award of the 'Contract' to the successful Bidder. Any Bid not accompanied with Tender Fee & EMD will be rejected at the outset. In case, the successful Bidder withdraws the Bid within the validity period or fails to mobilize required resources within stipulated time period or as per the Tender documents then EMD of the Bidder shall be forfeited.

2.4 EMD of Successful bidder will be returned only after submission of Contract Security –cum - Performance Guarantee. (Pl. refer Annexure-J)

2.5 No interest shall be payable on EMD / Security deposit.

2.6 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.

3. Bidder shall possess separate Provident Fund (PF) / ESIC Code No. in his name obtained from the jurisdictional Competent Authority. In the event of non-possession of separate PF/ ESIC Code Number, the Bid shall be liable to be rejected.

4. Downloading / Issue of Tender documents to any Bidder will not automatically qualify the Bidder without satisfying the qualifying criteria of capability/experience etc. to execute the job and GIPCL shall assess the capability of the Bidder at the time of evaluation of Technical Bids.

5. The Tender documents are in two Bid / Part System i.e. **Part-I Technical Bid and Part-II Price bid.**

- A) The **Part-I** i.e. **Technical bid**, which is to be submitted in physical mode in separate sealed envelope mentioning 'TECHNICAL BID' with details given in special note for pre-qualification mentioning D.D/ Cheque. No. for E.M.D. & Tender fee payment. Documents to be submitted in technical bid are as listed at "**DETAILS FOR SUBMISSION OF TENDER**"
- B) The **Part-II** i.e. **Price Bid** is to be submitted online thru n-procure website only. This part of the Bid shall not be submitted in physical mode (Except un-priced copy in technical bid) under any circumstance otherwise the Bid shall stand rejected.

6. 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.
7. Subletting of Work under the Order issued to the Contractor is not permitted.
8. GIPCL has decided to go for n-Procure. As per e-tendering process, the Tender activity will be carried out on-line using internet and associated technology.

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
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Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

ANNEXURE-D

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024.	Bi-Annual Rate Contract for Running Industrial Canteen at Gujarat Industries Power Company Limited, Vadodara for the period 2024-2026.
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GENERAL TERMS AND CONDITIONS AND SCOPE OF WORK FOR RUNNING OF INDUSTRIAL CANTEEN AT GIPCL, VADODARA

Pursuant to the notification inviting Tenders for running of Industrial Canteen at the Plant of Gujarat Industries Power Company Limited, P.O. Ranoli, Dist: Vadodara, 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 General Manager (M&C), Gujarat Industries Power Company Limited, P.O. Ranoli, Dist: Vadodara, Pin: 391350, latest by **5.30 P.M. on or before 30.08.2024**. Bids not submitted within the prescribed time frame shall 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 MW. Vadodara Plant with 310 MW is located At & Post Ranoli, Dist.: Vadodara – **391 350**, Gujarat.

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 Plant premises, where eatables are processed, prepared and served to the employees.

Industrial Canteen has been divided in two wings

WING A - FOR COMPANY EMPLOYEES:

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 – FOR CONTRACTOR’S WORKMEN DEPLOYED AT PLANT:

For contractor’s workmen (Wing-B) payment will be made based on Canteen Coupon Management System (CCMS). Contract 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). **However successful bidder has to follow the system introduced by the company from time to time, without any reservation whatsoever.**

The Contractor will have to run one Pantry in Administration Building on all working days during General Shift.

As per the present practice regarding serving food items through canteen please refer Annexure E, F & G.

2) THE EXISTING DETAILS OF THE CCMS CARDS ARE AS UNDER:

The CCMS Canteen card is issued to all the Company employees & Contractors. Based on actual consumption made by them, deduction is made directly from their monthly salary / bills for the canteen items for which data is generated from the CCMS. GIPCL reserves the right to change the existing coupon system / its rates.

3) PURPOSE OF THE TENDER & CONTRACT PERIOD:

The offers are invited for **Bi-Annual Rate Contract for running of Industrial Canteen at the Plant. “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 LOI). GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason whatsoever. GIPCL shall have discretion to extend the contract for the further period of 1 (One) year / part thereof on the same rates, terms and conditions.**

4) CONDITION FOR REJECTION OF TENDER:

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.
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.
3. Bids containing uncalled remarks or any additional conditions are liable to be rejected.
4. Any deviations with the tender conditions should be clearly brought out in “**Annexure- H**” 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) **OPENING OF BID & RIGHTS OF GIPCL TO ACCEPT OR REJECT THE BID / TENDER:**

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

7) **NOTICE OF TERMINATION:**

The Contract can be terminated by contractor by giving an advance written notice of one month. 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 Caterer 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:**

GIPCL will provide following facilities to successful contractor:

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 lesser 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,

3. GIPCL after physical verification, failing which the cost of equipment/properties/utensils will be recovered from contractor at the original purchase prices, from any dues payable to contractor 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.
4. 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.
5. 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.
6. 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.
7. GIPCL 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.
8. 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.

9. 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.
10. The Contractor shall issue Identity cards with photograph to all his workmen employed by him to do work under this Contract.
11. GIPCL will provide replacement of equipment's, 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.

9) CONTRACTOR'S OBLIGATIONS:

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

The Contractor shall serve Tea, Coffee, Snacks and Beverages, 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 – E & F.

Meals will consist of fixed & **Unlimited** vegetarian thali or items (consisting of quantities and other specifications shown separately in Annexure P). The tentative timings for lunch will be between 12.00 Noon to 2.00 pm and for dinner will be between 8.00 pm to 9.00 pm. 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-G). 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, unless otherwise authorized in writing by GIPCL.

- 10) The tentative quantity of items to be served from canteen is as stated in the Annexure- P. **Your quoted rates shall be inclusive of GST.** 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 **GST** as stated in Annexure-P at GIPCL-Vadodara.

11) CONTRACT PERFORMANCE GUARANTEE/SECURITY DEPOSIT:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG) / Contract security deposit for guarantee amount at ten percent (10%) of the annual Contract value (excluding GST) from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank in the format attached herein under, in favor of the GIPCL and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty-one days of awarding of the LOI or work order, whichever is earlier. The guarantee shall be valid up to three months period from the contract completion date. The Guarantee amount shall be payable to the Owner in Bidder's home currency without any condition whatsoever. GIPCL reserves the right to cancel LOI / Contract, in case contractors fails to submit Performance Bank Guarantee within 21 days.

The Performance Bank Guarantee (initial security deposit) will be returned to the Contractor without any interest after completion of contract and on fulfilling contractual obligations throughout the contract period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period. (Please refer Annexure-J)

12) SCOPE OF WORK FOR CONTRACTOR:

The Contractor shall be responsible for the safe custody and proper use of all equipment's 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 equipment's/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 equipment's, 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 / equipment's / 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 Labor 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 Employees' State Insurance Act, 1948 all other applicable Labor laws and rules made there under. 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 Labor 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 Labor 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.

13) **STAFF:**

The workmen (01 Site In-charge / Supervisor, 01 Cook, 02 Assistant Cook, 08 Waiters / Helpers / Utility Boys) engaged by the contractor shall work under direct supervision, direction and control of the Contractor. GIPCL or its representative shall not have any supervision, direction or control on workmen/employees of the contractor. It is contractor's responsibility to engage

and deploy sufficient staff / number of Workmen for serving best quality freshly prepared wholesome food, best services and maintain highest standard of hygiene and cleanliness in and around canteen premise.

The Supervisors deployed should be qualified graduate who can effectively coordinate and communicate with the Officer in-charge of canteen at GIPCL. Same way, for serving VIP guest of the Company, there should be either degree or diploma holder waiter (from Hotel Management Institute) along with other sufficiently required staff like Cooks, Waiters, Helpers, Utility boys, etc. To maintain the highest quality of services, hygiene, cleanliness and food taste, Cook, Supervisor and VIP service waiter deployed at site shall be having at least 2-3 years of experience in Industrial canteen (need to submit experience & qualification certificate).

The canteen should run 24 X 7 on all days (including holidays) throughout the year and sufficient staff should be available as required from time to time, in all shifts considering the workload / emergency jobs. 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 for record and reference.

The Contractor, willingly and at his own, agrees and undertakes, to fulfill any and all the statutory obligations under the applicable provisions of all the applicable laws including but not limited to Contract Labor 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 the 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-P, considering the adequate manpower to be deployed, for providing hassle free catering services in the canteen. The Canteen Management Charges shall remain fixed throughout the Contract period and shall be inclusive of GST.

The Contractor shall be solely responsible and shall fully comply all the provisions of all applicable Labor Laws and rules made there under including but not limited to the Factories Act, Employees Provident Fund Act, ESI Act 1948, Industrial Disputes Act, Payment of Wages Act, Employees' Compensation Act, Payment of Minimum Wages Act, Contract Labor (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 Vadodara, 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 checkup 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. Contractor shall arrange food for their workmen, GIPCL will not provide any facility of subsidized food to the workmen of contractor.

14) 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 plant 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	Black Pant, White Shirt & Safety Shoes (ISI Mark)
[2]	Canteen Boys	Dark Blue Pant & Light Blue Shirt, Apron, Cap & Safety Shoes (ISI Mark)

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

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 7th 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 15th 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, **ESIC**, Bonus and Leave applicable on the date of submission of Tender. Please refer point no. 10 of Annexure-P.

15) MINIMUM WAGE RATE:

Contractor shall provide at least applicable minimum wage rate to their workmen as declared by the Government of Gujarat from time to time including necessary PF contribution, ESIC contribution, Bonus, Paid Leave, Public Holiday, etc.

- (i) The Contractor shall quote the rate in Price-bid inclusive of all statutory payment including but not limited to PF, ESIC, Bonus, Leave, etc.
- (ii) Rates quoted should be firm and final throughout the contract period.

16) 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.

17) 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.

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.

18) The Contractor will have to make his own arrangement for transportation for procurement of materials, vegetables; LPG cylinders etc. 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 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 Labor license under the Contract Labor (R&A) Act and he shall also submit the separate Provident Fund Code Number, obtained from the Regional Provident Fund Commissioner Authorities.

19) **RAW MATERIALS:**

It shall be the sole responsibility of the Contractor to procure good quality grocery materials from D- Mart, Reliance Fresh Mall, Bansal Mall, Osia Hyper mart Mall specifically for Loose item as per Annexure – F and other materials may be purchased directly by Contractor from reputed suppliers as per brand specified in Annexure – F. In case of non-availability of any raw materials at specified store, the Contractor shall procure it from any reputed supplier, in consultation with GIPCL officer in-charge. Please refer Annexure – F for preparation of food stuff.

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 Amul / Baroda Dairy through GIPCL. In case of non-availability of milk in the market or due to non-supply of milk from Amul / Baroda Dairy the Contractor shall procure sufficient quantity of Milk / condensed milk powder 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. The average percentage increase / decrease shall be worked out on the basis of average quantity of below items utilized in the industrial canteen during previous year i.e. 2022-23 (on the basis of bills of purchased of items) and price increase / decrease of below commodities against the base price of commodities stated below.

Name of Item	Unit	Base rate as on July- 2024. (Alembic Stores, Vadodara)
Atta (Navjivan brand)	Per Kg.	32/-
Sugar	Per Kg.	40/-
Toor Dal (Punit / Rantio)	Per Kg.	176/-
Rice – Gujarat 17 / Jeerasar	Per Kg.	48/-
Besan (Navjivan brand)	Per Kg.	93/-
Edible Oil (Tirupati-Cottonseed)	15 Liter Tin	1817/-
Tea Leaves – (Wagh Bakri brand)	Per Kg.	520/-
Milk Gold (Baroda Dairy)	Per Liter.	66/-

At the end of 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 slip for Tea, Coffee, Milk and regular meals & Snacks. This adjustment in the price 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.

20) 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. **Before allowing entry for any workmen of the Contractor in GIPCL premises for the first time, copy of Aadhar Card, copy of Appointment order and police verification (except local native) is must.**

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 behavior 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.

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.

21) 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 compliance of 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 hygiene and cleanliness in canteen premises, Lapse in staff cleanliness and uniform.

For any other lapse as per contractual terms, including but not limited to quality of Vegetables, deployment of non-qualified / non-experienced staff, non-availability of any item, etc. suitable penalty shall be levied based on deficiency / financial implications of deficiency.

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 non-compliance 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.

22) 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 annual 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 Officer (I/c) within the time frame given in work order and as per day to day instructions by Officer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

23) 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.

24) 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.

25) 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.

26) 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 or ESI Act (whichever is applicable). 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.

27) 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.

28) 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.

29) PAYMENT OF TAX:

The Contractor will be responsible for the payment of GST as applicable to the industrial canteen and shall indemnify GIPCL from all and every responsibility of payment of GST. Rates quoted by bidder in price bid shall be inclusive of GST. 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.

30) PAYMENT OF BILLS:

The Contractor shall submit monthly bill, the payment of which shall be affected within twenty-one (21) 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. Along with bill submission, contractor shall submit copy of wage register, attendance sheet, details and challan of PF & ESIC compliance for previous month, Grocery purchase bills, etc.

31) 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 Vadodara, 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.

32) 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.

33) 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.

34) 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.

35) GENERAL INSTRUCTIONS:

35.1 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.

35.2 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.

35.3 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.

35.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted / accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.

35.5 Bidder has to quote their service charge as % above, equal or below on given SOR cost of both the packages, including applicable GST rate.

- 35.6 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.
- 35.7 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.
- 35.8 The tender documents shall not be transferable.
- 35.9 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 or during site visit if required.
- 35.10 Conditional offers shall not be considered and liable to be rejected.
- 35.11 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 35.12 Site visit will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL – Baroda. Bidders or his authorized representative with authorization letter shall attend the site visit before submission of bid. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 35.13 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.
- 35.14 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.
- 35.15 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to visit, 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.
- 35.16 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.

35.17 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.

35.18 The Company reserves the right to qualify/disqualify any bidder / applicant without assigning any reason.

35.19 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.

35.20 GIPCL reserves the right to opt for e-Reverse Auction of the subject work at the sole discretion of GIPCL.

35.21 To participate in e-Reverse Auction, bidders have to register on n Procure's e-Auction Portal: <https://e-auction.nprocure.com>.

35.22 After e-Reverse Auction process, L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction Process.

36) STATUTORY REQUIREMENTS:

a. COMPLIANCE OF LABOUR LAWS:

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

- 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL-Baroda Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 3.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admin. Dept.
- 3.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL-Baroda. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 3.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate

authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and Shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.

10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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

b. LEGAL ASPECTS:

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. The contractor shall submit a copy of each requisite license and registration / coverage certificate with respect to labour Act 1970, the employee provident fund & miscellaneous provision Act (&A) and workmen compensation act within one week from the date of award of the contract. It will be the responsibility of the contractor to maintain necessary record & register required as per various acts.
4. Record of compliance under various labour laws will be verified by GIPCL HR & Admin dept. from time to time. The contractors therefore has to maintain up to date records like (1) Attendance register (2) Wage Register (3) Bonus register (4) Leave wage register (5) PF Challan (6) Form 12 (A) revised (PF Act) (7) Form 3A / 6A (PF Act) (8) Returns under Contract Labour act etc.
5. 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.
6. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
7. Contractor shall issue an appointment order to each casual labour 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 labour has been deployed.
8. 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.
9. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
10. 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.

37) GENERAL SAFETY CLAUSES:

1. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL-Baroda site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the GIPCL-Baroda Plant and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of GIPCL-Baroda site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will
5. 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.
6. 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.
7. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
8. 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.
9. 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.
10. 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.

38) PAYMENT OF WAGES:

38.1 The contractor shall not pay wages and other legal dues less than the prevailing minimum wages as per minimum wages Act 1948 & amendment thereof time to time and other applicable statutory allowances / benefits.

38.2 The contractor shall be responsible to make payment of wages & allowances, including bonus, P.F., Workman Compensation, Leave & such other obligation as may be required as per the laws of land, the wages should be paid on or before 7th of every month in presence of GIPCL's representative.

38.3 The contractor shall comply with all applicable statutory provisions under various laws such as Minimum wages Act, the payment of wages Act, P.F. and Miscellaneous provisions Act, The Bonus Act, Gratuity Act, ESI Act etc. The contractors shall also obtain necessary license, registrations as required under the laws of land.

38.4 GIPCL shall be entitled to recover full amount from contractor on account of non-compliance of any statutory provision or breach of any terms of contract/tender.

39) SETTLEMENT OF DISPUTES:

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Vadodara city only state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

40) 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.

41) 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&AIT) & CFO - GIPCL will be final and binding on the contractor.

42) 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.

43) 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

44) 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 Vadodara city, Gujarat only.

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ANNEXURE- E

DETAILS OF FACILITIES TO BE PROVIDED BY GIPCL

A. FACILITIES TO BE PROVIDED BY THE GIPCL 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.
3. Free supply of Water & Electricity.
4. Electrical gadgets like Computer, Fans, Lights, Water Coolers, deep Freezers, Refrigerator, Pulverizer, Atta Maker, Baine-Marie etc.

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ANNEXURE- F

DAILY LUNCH MENU AND SNACK ITEMS SECHDULE

A) Meals:

1. Shall includes 8 Puri (150 Gms.) or 06 Roti (150 Gms) or 04 Paratha (150 Gms) Rice (100Gms) with Dal or Kadhi (200 Ml. each), Sabji Seasonal (100 Gms), **Mixed Green Salad 20 gms, Kathol (100 Gms) / Soup (200 MI),** Curd (50 Gms) / **Butter Milk (150 ml)**

AND

2. **Banana Medium Size (@ 100 gms) / Cut Seasonal Fruit (100 gms).**

Read note 03, 04 & 05 as mentioned in the Annexure along with it.

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 Peas, etc.

C) **Wet Snacks (Total Quantity 100 Gms):** Shall include Batata Pauva, Khaman, Sev Khamni, (50 gms. Khamni & 50 gms. Sev), Dhokla, Uttapa, Upma, Idli (100 gms. each) with chatni, Vadapav (1 No Vada- & Pav), Sabudana vada (100 gms.), Batata & Chilley's Bhajiya, Bread Pakoda, Bataka Vada, Samosa, Medu Vada, Cutlet, Veg. sandwich etc. along with Cut mixed fruit (100 Gms - on daily basis only in the evening)

D) **Dry Snacks (Quantity 75 gms)** such as Sev, Chevda, Dalmuth-Sev, Sev with makai chevda, Mixture, Sakkara Pada, Chana Dal, Sing Bhajiya, Sev Mamra, Bhavnagri Gathiya, Papdi, Potato Chips Shing Dana (Bake/Fry) etc. These snacks may change/with additions of new varieties from time to time.

Note: In place of Rice with Dal, Khichadi / Masala Khichadi / Veg. Pulao with Kadhi / Veg. Biryani with raita may be served for two / three 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 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.

NOTE:

1. Please refer Annexure-F for preparing and serving the above canteen items.
2. **Items including** Vegetable & Kathol will be served as decided by the company OR Canteen Committee.
3. **The serving quantity at “A” (Meals) above, shall be fixed per plate for Contract Workmen side canteen and tiffins (mostly for the shift employees working inside plant premises).**
4. **The serving quantity for employees and guest taking lunch in Employee side dining hall of canteen shall be unlimited for items mentioned at “A-1” above and fixed for items mentioned at “A-2” above (A-Meals: 1 and 2 respectively). Service shall be in the form of buffet set up.**
5. Undhiya shall be served once in a week during the month of December and Pav bhaji shall be served once in a week during the month of January / February at Canteen serving Employees and Contractors.
6. **All the food rates** quoted by bidder are inclusive of GST and excluding Labour cost.
7. **Along with daily evening wet snack as per menu decided by canteen committee / Company, contractor shall keep Cut Mixed Fruit as an option on daily basis.**

E) ITEMS TO BE SERVED AT MARKET RATE:

1	Biscuits / Cookies (Make of Parle / Britania / Any Good brand etc.)	One packet	100/75/50 Gms	Actual Market Rate
2	Beverages - Cold drinks, Juice, Amul Lassi	Bottle / Pack	200/300 ML	Actual Market Rate

F) BRANDED ITEMS TO BE PURCHASED FROM reputed supplier and specifically for Loose items to be purchased from reputed mall (i.e. D- Mart, Reliance Fresh Mall, Bansal Mall, Osia Hyper mart Mall) (except item no 14, 15 & 16):

1. Rice should be Jirasar or Masoori or Gujarat-17. For Pulav & VIP Canteen, Basmati of Dawat or Kohinoor brand shall be used.
2. The cooking oil should be Corn drop or cotton seeds oil of Anand or Maruti or Rajmoti or Tirupati, Sunpride, Fortune Brand.
3. Tuvar Dal should be Angoor or Laxmi Brand, Vasad, Madhi any other brand as approved by company.
4. Biscuits should be Britannia or Parle Brand or Gooday or any reputed brand only.
5. Bread should be fresh and of Super, Gandhi Bakery or any other as may be approved by the company.
6. Ghee should be of Amul, Sagar or Baroda Dairy Brand.
7. Papad should be Lijjat Brand or any other brand as approved by in writing by the Head of (HR&A).
8. All masala used in cooking should be of agmark quality (either Ranchhodrai, Everest masala or any standard masala brand approved by the company).
9. All other pulses grains should be of highest quality which shall be approved by the the Company.
10. Tea leaves should be of Wagh-Bakri Brand, Tea preparation must be of Good quality.
11. Coffee should be of Nescafé Brand.
12. The atta & besan should be of Navjeevan brand, if not available then other brand may be used with prior approval of Head (HR &A).
13. Butter & Cheese shall be Amul Dairy or Britania make.
14. Cold drinks & Fruit drinks manufactured by Parle, Pepsi, Co-cola, Dabur, Godrej, and Tropicana shall be served.
15. Ice Cream should be Amul or Vadilal or Havmor make.
16. The milk will be of Standard Quality (Standardized Milk) of Amul/Baroda dairy and requirement will depend upon employee's strength and same milk will be used for preparing curd.

Items at serial number 14, 15 & 16 can be purchased from reputed supplier.

Only In case of non-availability of any raw material from supplier approved by GIPCL (**Likely to purchase loose raw material from D- Mart, Reliance Fresh Mall, Bansal Mall, Osia Hyper mart Mall**), the contractor shall procure it from other reputed Supplier with due approval of GIPCL officials.

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ANNEXURE-G

DETAILS OF SERVICE POINTS AND SCHEDULE TIMINGS FOR PROVIDING CANTEEN SERVICES FOR GENERAL & SHIFT EMPLOYEES

[A] MEALS WILL BE SERVED AS PER THE FOLLOWING SCHEDULE:

- [1] Between 11.30 AM to 12.00 AM for "A" Shift personnel (6.00 AM to 2.00 PM) Tiffin's will be collected by the dept. peons as per requirement.
- [2] Between 12.30 PM to 13.00 PM for "G" for plant staff.
- [3] Between 13.00 PM to 14.00 PM for "G" for administrative staff.
- [4] Between 12.30 PM to 1.30 PM for contract Labour and outsiders.
- [5] Between 08:00 PM to 9.00 PM for "B " Shift personnel dinner in the plant.

- [B]**
- [1] No food will be provided to anyone except for outside guests on company account in the office. In case of the outside guest, food will be served against the note/slip from concerned departmental head.
 - [2] Senior officers who want food in their own office for any reason shall send their own peon and coupons for the items required.
 - [3] No glasses or spoons will be provided outside canteen to anyone.
 - [4] Between 9.00 AM to 9.30 AM tea and snacks for Plant side.
 - [5] Between 3.00 PM to 3.30 PM tea and snacks for Plant side.
 - [6] Between 10.30 /01.00 /3.30 AM midnight tea and dry snacks items will be Served for "C "Shift Persons (10.00 PM to 6.00 AM).

[C] DEPARTMENT SERVICES FOR TEA /SNACKS/ LUNCH / DINNER:

SR NO	LOCATION	SHIFT TIMING
01	Morning Hours	a) 9.00 A.M. TO 09.30 A.M. (Tea & Wet & Dry Snacks)
	After hours	b) 3.00 P.M. TO 3.30. P.M. (Tea & Dry Snacks)

[D] PENTRY SERVICE:

- 1) Contractor will make arrangement to collect Tea/Coffee and Snacks items from pantry at admin Building.
- 2) Tea/Coffee and Snacks shall be made available to company's Guest during General Shift working hours. No pantry services will be available after 5.30 pm

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ANNEXURE – H

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 tender 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.

Sign & Stamp of bidder:

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ANNEXURE- I

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: 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 Ms..... (hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded 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. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the agreement.

6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

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

9. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.

10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

..... Bank
 Corporate Seal of the Bank
 By its constitutional Attorney

Signature of duly Authorized person
 On behalf of the Bank
 With Seal & Signature code

Name of acceptable bank for bank guarantee: Bank guarantee must be issued from any of the following bank.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- IDBI Bank
- Karur Vysya Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

Bank details for Bank guarantee are as under:

Name and Address of the Beneficiary	Gujarat Industries Power Company Limited, P.O. Ranoli, Vadodara - 391350.
Bank of Beneficiary	State Bank of India
Bank Account No. of Beneficiary	10323432215
IFSC Code of account of Beneficiary	SBIN0001946

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ANNEXURE- J

**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 (here in after referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s...../ has placed A purchase order on M/s..... (hereinafter referred to as “Contractor(s) / Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for..... on the terms and conditions as set out inter alia, in the Company's contract No. / P.O. No..... dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and / variations thereto and where as the Contractor(s) / Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors.

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for% (.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs.....(Rupees.....only).

3. We undertake to pay to the Company any money so demanded 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).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s) / Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5 The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
9. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) / Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) /

Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

Date.....

.....

Bank Corporate Seal of
the Bank by its constitutional
Attorney

Signature of duly Authorized person on behalf of
the Bank with Seal & Signature code.

Name of acceptable bank for bank guarantee: Bank guarantee must be issued from any of the following bank.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- IDBI Bank
- Karur Vysya Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

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ANNEXURE - K

INSTRUCTIONS TO FILL PRICE BID:

- 1) The tender shall be read in conjunction with Instructions to Bidders, General conditions of contract and scope of work.
- 2) The quantities given in the Annexure-P (Price schedule) 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 given in the contract 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 quoted in the price schedule shall, except so far as it is otherwise provided under the Contract include all Equipment, Labour, Supervision, Direction, Control, Materials, 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 price schedule.
- 5) The bidder has to quote single rate for canteen and plant serving location. The item rate for food quoted by the bidder for Industrial canteen will be equally applicable to the food serve in plant area 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) **Price schedule to be filled up thru n-procure web site only. Physical copy of price schedule will not be accepted. (Except un-priced copy to be submitted with technical bid).**
- 8) 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.

9) **COMMON GUIDELINE FOR FILL UP PRICE BID:**

- (a) The prices are considered as per Schedule of Rate (SOR) fixed through out of Contract period.
- (b) Vendor has to enter value which indicate % price offer above or below or equal to Schedule of Rate (SOR).
- (c) Vendor shall insert negative value like -1, -2, -3 which indicate % below price on Schedule of Rate (SOR).
- (d) Vendor shall insert positive value like 1, 2, 3 which indicate % above price on schedule of Rate (SOR).
- (e) Vendor shall insert value like 0 (zero) which indicate equal to schedule of Rate (SOR).
- (f) Price schedule to be filled up thru n-procure web site only. Physical copy of price schedule will not be accepted. (Except un-priced copy to be submitted with technical bid).

10) **E- REVERSE AUCTION:**

- (a) GIPCL reserves the right to conduct e-reverse auction through N-procure platform.
- (b) 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 shall be invited for E-reverse auction through n-procure platform.
- (c) Opening Price, Detrimental value and duration for the E-Reverse Auction shall be informed to the qualified bidders before start of E-Reverse Auction.
- (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 initial lowest price then any the e-reverse auction will be declared as completed.
- (e) E-reverse auction shall be on total value of item Sr. No. 1 to 10 of price schedule. Final evaluation shall be done on total value of item Sr. No. 1 to 10 received after E-reverse auction.
- (f) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> and have to submit the same to GIPCL that the bidder shall be allowed to participate the E- Reverse Auction.
- (g) Subsequent to E-Reverse auction revised lower price received from bidder will be consider as final price. Unit Price of each item will be reduced in proportionate of revised E-auction price vis a vis original quoted price of bidder.**

11) **QUANTITIES**

The tentative quantities set out in the Price schedule are the estimated quantities of the contract for the period of 24 months. GIPCL does not guarantee for utilization / consumption of entire quantities indicated at price schedule.

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

ANNEXURE- L
(On bidder's Firm's Letter Head)

CERTIFICATE

I / We _____ authorized signatory of
M/s _____ here by certify that
M/s _____ is not related with other firms
who have submitted tenders for the same items under this inquiry / Tender for the work
of Biannual Rate Contract for running of Industrial Canteen at the Plant premises located
at GIPCL, **AT & POST: RANOLI, DIST: VADODARA - 391 350.**

Seal of the Firm

**Signature of the Bidder
With Designation**

Place:

Date:

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

ANNEXURE- M
(On bidder's Firm's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE- N
(On bidder's Firm's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

Signed and Stamped by the
Authorized Signatory
of the Bidder

GUJARAT INDUSTRIES POWER COMPANY LIMITED
AT & POST: RANOLI, TALUKA: VADODARA, DIST: VADODARA
PIN: 391 350 (GUJARAT)
PHONE NO.: (0265) 2234252

Tender Notice No. GIPCL / BRD / CANTEEN / 2024-2026 dt. 09.08.2024

ANNEXURE – O
(On bidder's Firm's Letter Head)

CERTIFICATE

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

Seal of the Firm

Place:

Date:

**Signature of the Bidder
With Designation**