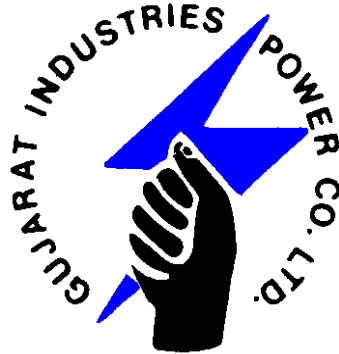


**GUJARAT INDUSTRIES POWER COMPANY LTD
P.O. RANOLI-391350, DIST: BARODA**

TENDER NO: GIPCL/BRD/MS-EXCHANGE/2024-27

Supply Licenses of Microsoft 365 Business Basic, Online Exchange (Plan 1) and Online Archive with Migration of existing mailboxes AT GIPCL



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

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

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

TENDER NOTICE

Tender Notice No. **GIPCL/BRD/MS-EXCHANGE/2024-27**

Supply Licenses of Microsoft 365 Business Basic, Online Exchange (Plan 1) and Online Archive with Migration of existing mailboxes AT GIPCL

NOTICE INVITING TENDER (NIT)

TENDER NO.:SLPP/

Name of work	Supply Licenses of Microsoft 365 Business Basic, Online Exchange (Plan 1) and Online Archive with Migration of existing mailboxes AT GIPCL
Place of work	Gujarat Industries Power Co. Ltd., P.O. Ranoli-391350, Dist. Baroda.
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	As applicable
EMD	Rs.60,000.00 by Demand Draft payable at Vadodara or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs.2950.00 by Demand Draft in favor of GIPCL payable at Vadodara
Availability of online e-Tender document	Tender will be available on (n) Procure website https://tender.nprocure.com from 03.02.2025. Tender can also be viewed on GIPCL website: www.gipcl.com from 03.02.2025
Last date of online submission of offer	On or before due date 24.02.2025 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.	On or before due date 24.02.2025 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).

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications. The conditional tender will not be entertained and shall be liable for outright rejection.

4. The Bidders are required to submit their Bids online only through (n) procure 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 supporting documents are to be submitted in physical form only at the following address:-

General Manager(M&C)

Gujarat Industries Power Company Limited
P.O. Ranoli-391350, Dist.: Vadodara, Gujarat.
Phone: (0265) 2234252. E-Mail: purchase@gipcl.com

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW comprising of various conventional and renewable projects.

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

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

It commissioned 5 MW solar power station at SLPP in 2012. Also, GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

The Company has commissioned the 100 MW Solar Project at the Raghnesda Solar Park, Banaskantha, Gujarat on 10.08.2021.

The Company has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat. GIPCL is developing this RE Park as per the timelines prescribed by the government.

GIPCL's 1100 MW Capacity Solar Projects are under construction in GIPCL's 2375 MW Khavda RE Park.

2. SCOPE OF WORK :

2.1 GIPCL is looking for selection of competent agency capable of Supply Licenses of Microsoft 365 Business Basic, Online Exchange (Plan 1) and Online Archive with Migration of existing mailboxes AT GIPCL

2.2 Detailed scope of work and other requirement is mentioned in the **SECTION-D**.

3. GENERAL INSTRUCTIONS

3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.

3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.5 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.6 The tender documents shall not be transferable.
- 3.7 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.8 Conditional offers shall not be considered and liable to be rejected.
- 3.9 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.10 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.11 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.12 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.13 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.14 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.15 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.16 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. **LANGUAGE OF BID:**

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

5. **ELIGIBILITY CRITERIA**

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

- 5.1** Bidder must be a **Microsoft Authorized Gold Partner**. The necessary document must be submitted by the bidders with the Technical Bid.
- 5.2** Bidder should possess minimum **Three work order** experience **during last five years** in similar nature of work **with at least one work order with minimum 400 users** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. However, among the above, **at least 01(ONE) Work Order** was executed **in Gujarat- State PSUs/Government Bodies/Semi Government Organization**. Bidders should have executed the work directly. The work executed as a sub-Bidder or subletting successful bidder shall not be considered.
- 5.3** Tender fee: The tender fee shall be accompanied in form of Demand Draft/RTGS or through online payment as per details provided in clause no. 7 herein under.
- 5.4** EMD: The EMD shall be accompanied in the form of DD/RTGS/NEFT/online or Bank Guarantee given by Bank as described in subsequent clause no. 7
- 5.5** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.6** Bidder should have average annual turnover of INR 10,00,000 during last three financial years i.e. Financial Year FY 2021-22, FY 2022-23, FY 2023-24. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.
- Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
- 5.7** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.
- 5.8** The net worth of the bidder should be positive as evidenced from audited accounts of last financial year.
- 5.9** In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.

- 5.10** If Bidder or its Partner(s) or Director(s) is /are/was 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 may be liable to be rejected. 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. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

- 7.1 An EMD of Rs. 60,000.00 and Nonrefundable Tender fee Rs. 2950.00 shall accompany with Bid. Tender fee shall be submitted through RTGS / in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only.
- 7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender.

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

BANK NAME: - INDIAN OVERSEAS BANK
BRANCH: - JAWAHARNAGAR, DIST: VADODARA
IFSC CODE: - IOBA0000473
BENEFICIARY NAME: **GUJARAT INDUSTRIES POWER COMPANY LIMITED**
A/C No.- 047302000000404

Also, EMD & Tender fee may be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per detail provided in Section-F (Annexure-VIII) herein under.

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

7.9 SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents dully signed to be submitted in physical form on or before due date of closing of the tender.

Bid No. shall be mentioned at the top of cover/envelope.

Address for Submission:

**General Manager (M&C)
GUJARAT INDUSTRIES POWER CO. LTD.,
P.O.Ranoli-391350, District-Vadodara
Gujarat**

Phone: (0265) 2234252

Mail ID: corporatepurchase@gipcl.com

8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the e-portal system within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

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

(a) Pre qualification and Techno-commercial Bid without price:

The tender document duly signed in all pages without price bid along with techno-commercial deviations, if any, shall accompany the bid. The following supporting documents shall also be submitted along with EMD & Tender Fee in physical form during technical bid:

1. The tender documents dully signed in all pages without price bid
Along with techno-commercial deviations, if any.
2. Schedule of deviation (Annexure-G) Technical as well as commercial, if any.
3. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document
4. Performance certificate issued by clients.
5. Previous work order copies.
6. Details of present work order (if any)
7. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
8. PAN Number.
9. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Annexure-III & IV under Section-F
10. Goods & Service tax registration number/certificate copy.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through e-portal system.
2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

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

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. **EVALUATION & COMPARISON OF BIDS**

13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents. The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.

13.2 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.

13.3 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

13.4 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.

13.5 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.

13.6 For the above referred purpose, a 'material deviation' shall be one which:

- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
- (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

14. **RIGHT OF REJECTION OF TENDERS**

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.

14.2 Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. **AWARD OF CONTRACT**

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

provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

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

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

16. CONTRACT PERIOD

The contract period will be for a period of 36 months from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

17 BIDDER'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

The Bidder shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.

18. Clarification of Bidding Documents

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

19. TIME SCHEDULE

The time schedule for completion of the Contract is within 30 days from the date of issuance of Purchase Order. Time is the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'.

20. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GIPCL.

All such interpretations and clarifications shall form a part of the Bid documents.

21. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only.

22. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

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

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

SECTION-B INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No	Description
01.	Tender documents are available only in electronic format and same can be downloaded from the website https://www.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com .
02.	Price bid should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.
03.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
04.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvfc.net , website: www.nprocure.com

Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation.

REVERSE AUCTION:

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

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net
Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.

SECTION-C GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of ten percent **(10%)** of the **“Annual Contract Price excluding taxes and duties”** from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty one days from the date of GO-LIVE. The PBG/ Security Deposit **shall be valid up to fifteen months from the date of Go-Live**. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

The Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Bidder without any interest at the end of the :Guarantee Period” i.e. 15 months from the date of GO-Live' and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of SD will result in equivalent late release of entire SD after guarantee period.

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

2. TERMINATION OF CONTRACT BY GIPCL

Bidder shall be responsible to complete the jobs within agreed time schedule and in case Bidder fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional **10%** overhead charges.

In case if Bidder's services are not found satisfactory with respect to mobilization, time bound completion of work, etc then GIPCL has right to terminate the contract at any time by giving you 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of Bidder.

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

- i. Bidder is adjudged as insolvent.
- ii. Bidder has abandoned the contract.
- iii. Bidder fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Bidder has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the Bidder.
- v. Any major deviations from contractual terms and conditions including quality of job.
- vi. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

3. 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, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the Bidder 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.

4. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Head Of Management (HOM)-GIPCL will be final and binding on the Bidder.

5. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipments, etc... to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools& equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the Bidder for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. The Bidder has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of Bidder with additional 10% overhead charges.
- e. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation. Timely completion of all jobs and works shall be the essence of this Contract. Bidder should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- f. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- g. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- h. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Bidder shall be required to observe these standards while working with GIPCL. Bidder should ensure that his workmen/labour work in accordance with them.

6. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism,

government actions and provided always that such acts result in the impossibility of the further performance of the contract.

7. INDEMNITY

The Bidder 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 Bidder.

In case, in any litigation pertaining to labour employed through Bidder if any direction or order is issued by court at any point of time the Bidder 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 Bidder shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Bidder.

8. GOVERNING LAW AND JURISDICTION

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

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

SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

Procurement of Microsoft 365 Licenses

The project will involve the procurement of the following Microsoft 365 services:

- 1.1. Microsoft 365 Business Basic:** This plan includes core services such as Exchange Online, OneDrive for Business, SharePoint, Microsoft Teams, and basic collaboration features.
- 1.2. Exchange Online (Plan 1):** Includes cloud-based email with a 50GB mailbox and the capability for shared calendars, contacts, and tasks.
- 1.3. Exchange Online Archiving:** Provides cloud-based email archiving to retain and manage emails beyond the 50GB mailbox limit for Exchange Online (Plan 1). This service allows automatic email archiving and is accessible by end-users for search and retrieval.
- 1.4. Migration from On-Premises to Cloud**
 - **Pre-Migration Planning:**
 - Perform a detailed inventory of on-premise Exchange server data, users, and mailboxes.
 - Determine the migration method (cutover migration, staged migration, hybrid migration, etc.).
 - Plan for downtime, if necessary, and communicate with GIPCL IT Team.
 - **Data Migration:**
 - Migrate mailboxes, contacts, calendar items, and other email-related data to Exchange Online.
 - Ensure that the migration process supports data integrity and minimizes disruptions.
 - Configure migration batches and monitor progress to ensure a successful transition.
 - **Exchange Online Configuration:**
 - Set up Exchange Online policies (mail flow rules, retention policies, etc.).
 - Configure DNS records (MX, Autodiscover, SPF, DKIM, DMARC) to ensure seamless mail flow to Exchange Online.
 - **Post-Migration Tasks:**
 - Verify that all users can access their mailboxes and data in the cloud.
 - Perform testing to ensure email flows properly from the on-premises system to Exchange Online.
 - Reconfigure email clients (Outlook, mobile devices, etc.) to connect to the new cloud-based environment.
- 1.5. Exchange Online Archiving Implementation**
 - **Archiving Configuration:**
 - Enable Exchange Online Archiving for the necessary users and configure retention policies.
 - Ensure that users are able to access archived emails directly from their Outlook or web-based mailbox.
 - **Data Compliance:**
 - Set up the required data retention and eDiscovery features to comply with legal, regulatory, or organizational requirements.
 - Ensure automatic archiving of emails to ensure compliance with storage policies.
- 1.6. Testing and Validation**
 - **Pre-Migration Testing:**
 - Test the migration process with a few pilot users or groups to identify potential issues.
 - **Post-Migration Testing:**
 - Validate that all email data (mailboxes, calendar items, contacts) have been successfully migrated to Exchange Online.
 - Test email flow (internal and external) to ensure proper functionality of Exchange Online.

- Validate archiving policies to ensure that old emails are properly archived and retrievable.

1.7. Training and Documentation

- **Administrator Training:**
 - Provide training for IT administrators on how to manage Exchange Online, create retention policies, and maintain the environment.
- **Documentation:**
 - Create user guides and technical documentation detailing the migration process, configuration settings, and best practices for using Exchange Online.

1.8. Support and Maintenance

- **Ongoing Support:**
 - Provide post-migration support for users encountering issues with email access or functionality.
- **Maintenance:**
 - Implement regular updates to Microsoft 365 services, on-premises Active Directory Servers, security patches, and review the system's performance.
 - Perform periodic backups and verify that the archiving solution is functioning as expected.

1.9. Timeline and Milestones

- **Pre-Procurement:** Assess requirements, finalize licensing decisions.
- **Procurement & Activation:** Procure licenses, activate in GIPCL's Microsoft 365 tenant.
- **Migration Execution:** Conduct migration in phases and ensure smooth transition.

Post-Migration Support: Ensure full system integration, user training, and ongoing assistance.

2. SCOPE OF BIDDER

2.1 The Bidder shall provide the support at GIPCL-Vadodara.

2.2 The Bidder shall have to provide necessary facilities like travel / lodging /boarding for their team members during any onsite visit to GIPCL. GIPCL will not reimburse any amount for such visit.

2.3 The Bidder must provided **24 X 7 Off-site support through telephone & mail.**

2.4 The Bidder must maintain Quarterly 99% uptime. Four Hours response time after complaint registration.

3. PRICE & RATES

The rates quoted by the Bidder in the online Price Bid shall be inclusive of all cost exclusive of GST.

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period and any agreed extensions thereafter and shall not be subject to any other escalation.

4. CONTRACT PERIOD

Contract period will be 36 months from the date of commencement of GO-Live.

5. TERMS OF PAYMENT

- I. Payment will be made within 30 days on production of the Invoice and proof of the renewal of the subscription on starting of each year and submission of PBG as per terms and condition.

- II. Payment of 90% of Migration cost & 3 years off site support will be released after successful completion of GO-LIVE. However, 10% of payment will be released after 36 months of the GO-LIVE.
- III. Successful bidder shall submit the PBG 10% of Annual order value excluding tax and duties. The expiry date of the PBG should be 15 months from the date of GO-LIVE.**
- IV. At the end of the successful renewal of the licenses at each year, the Bidder's request(s) for payment. Such request shall be validated by GIPCL with its records and considering SLA criteria. Request shall be settled considering deductions to be applied if any and payment shall be made within 30 days from the date request received by GIPCL. GST shall be paid along with bills after fulfilment of following terms:
- (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The Bidder shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.

6. **SERVICE LEVEL AGREEMENT (SLA) AND PENALTY CLAUSE**

5.1 For Uptime of the System:

Up-time (%)	Penalty In INR
99% and above	Nil
98%	4000
97%	5000
96%	6000
95% and below	75000

5.2 The successful bidder will adhere to the following Service Level Agreements (SLA) during entire contract period.

SERVICE LEVEL AGREEMENT		
Severity Type	Resolution Time	Penalty
Critical	<6 Hrs.	Rs. 0
	>6 Hrs. & <12 Hrs.	Rs. 1000 Per Hrs.
	>12 Hrs. & < 24 Hrs.	Rs. 1500 Per Hrs.
	> 24 Hrs.	Rs. 2000 Per Hrs.
Major	<12 Hrs.	Rs. 0
	>12 Hrs. & < 24 Hrs.	Rs. 1000 Per Hrs.
	>24 Hrs. & < 48 Hrs.	Rs. 1500 Per Hrs.
	>48 Hrs.	Rs. 2000 Per Hrs.

The penalty will be a maximum of 5% of the contract value, thereafter GIPCL shall invoke PBG.

7. MOBILIZATION AND EXECUTION

- a) Bidder shall mobilize the resources at site within 7 to 15 days from the time the intimation given by GIPCL
- b) Bidder shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, coordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence Bidder shall mobilize the resources accordingly.
- d) Bidder shall provide accommodation for the persons deployed by him for the work at his own cost.

7. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the Bidder are as given in the Section-E (Schedule of Quantity). Estimated quantity shall vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Bidders shall engage required nos. of labors along with required skill set as per work load and emergency situations throughout the contract period to perform his contractual duties.

8. GENERAL CONDITIONS OF CONTRACT

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

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

SECTION-E
SCHEDULE OF RATE (PRICE BID)

Sr. No.	Item	Quantity	Unit	Unit Price (In Rs.)	Total Amount (In Rs.)
a	Requirement for the period from 01.04.2025 to 31.12.2025				
1	Microsoft 365 Business Basic Licenses	205	Nos.	To be submitted Online	
2	Exchange Online (Plan 1) Licenses	200	Nos	To be submitted Online	
3	Exchange Online Archiving Licenses for Exchange Online	50	Nos.	To be submitted Online	
b	Requirement for the period from 01.01.2026 to 31.12.2027				
1	Microsoft 365 Business Basic Licenses	300	Nos.	To be submitted Online	
2	Exchange Online (Plan 1) Licenses	200	Nos.	To be submitted Online	
3	Exchange Online Archiving Licenses for Exchange Online	50	Nos.	To be submitted Online	
C	Other Support Works				
1	One Time Migration and 3 years offsite support Cost	1	Lumpsum	To be submitted Online	
			Total estimated Value		

Note:

- (1) The rates shall include all labour cost, equipments, supervision, consumables, all taxes & duties (excluding Goods & service tax).
- (2) **Payment of 90% of Migration cost and 3 years off site support will be released after successful completion of GO-LIVE. However, 10% of payment will be release after 36 months of the GO-LIVE.**

SECTION-F

LIST OF ANNEXURES & FORMS

ANNEXURE I- COVERING LETTER

Date: dd/mm/yyyy

To,
The General Manager (M & C)
Gujarat Industries Power Company Limited (GIPCL)
P.O. Ranoli
Baroda- 391350
Gujarat

Reference: Tender Number

Dated

Sir,

We, the undersigned, offer to Maintenance support to HP Make Servers in accordance with your tender. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, Technical Proposal and a Commercial Proposal submitted along with requisite EMD.

We hereby declare that:

- We offer to provide service and support for required components with respect to the requirements detailed in the RFP and provide the services at the prices and rates mentioned in the commercial proposal submitted online.
- All the information and statements made in our Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
- We are not banned or blacklisted by any State / Central Government organization in India.
- There are no deviations from the requirement specifications of tendered items and schedule of requirements.
- There are no deviations from the terms and conditions of the tender.

In the event of acceptance of our bid, we do hereby undertake:

- To design, develop, install & implement the required solution with respect to the requirements detailed in the RFP and provide respective services.
- To undertake the project and provide full support during the project execution, for revenue as mentioned in the commercial proposal.
- We affirm that the prices quoted are inclusive of software development cost, installation, at desired location of GIPCL, and support charges and inclusive of all freight, levies, etc.
- We enclose herewith the complete Technical Proposal along with this covering letter as required by you. This includes:
 - Proposed solution architecture and services offered as per RFP
 - Proposed Project Plan and Implementation Schedule
 - Schedule of delivery
 - Warranty if any
 - Manufacturer's authorization form(s) if any
 - Demand Drafts for Bid Security as per the requirement of RFP as indicated in "Important Information" are enclosed in the cover containing pre-qualifying requirements

We agree to abide by our offer for a period of 180 days from the last date of submission of proposal prescribed by GIPCL and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of

the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

	Signature of Bidder (with official seal)
Date	
Name	
Designation	
Address	

Telephone	
Fax	
E-mail Address	
Detail of Enclosures:	
a)	
b)	
c)	

ANNEXURE-II

PARTICULARS OF THE BIDDER

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
3.	Contact Details: Contact Person Name Telephone No. Mobile No.:	
4.	Year of establishment PAN No. GST No	

COMPANY SEAL.....

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-III

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-IV

Declaration for Contractual Litigations
(To be submitted on Company's Letter Head)
Please Tick (✓) whichever is correct option

I _____ on behalf ofName of Party/Company.....hereby confirm that I /We have

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

Please Tick()

OR

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

Please Tick()

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

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

Signed and Stamped by the
Authorized Signatory of the Bidder

(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 Maintenance support to HP Make Servers at GIPCL, **AT & POST: Ranoli-391350, DIST: VADODARA.**

**Seal of the Firm Signature of the Bidder
With Designation**

Place:

Date:

ANNEXURE-V

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

(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 “Bidder(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 / or variations thereto and where as the Bidder(s) / Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subBidders

AND WHEREAS one of the conditions of the “said contract” is that “Bidder(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 Bidder(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 Bidder(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 Bidder (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 Bidder(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 Bidder(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 Bidder(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.

.....2.....

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 Bidder under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Bidder 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 Bidder 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 Bidder(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 Bidder(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 Bidder (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 Bidder(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.

...3...

//3//

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
- Standard Chartered Bank
- AU Small Finance 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

ANNEXURE-VI

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 ~~cd~~ “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 Bidder under the Agreement.

...2...

c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Bidder 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 Bidder 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
- Standard Chartered Bank
- AU Small Finance 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

ANNEXURE-VII

DEVIATION SHEET

**SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND COMMERCIAL TERMS
AND CONDITIONS**

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from OWNER's General/ Special Conditions of this enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's General /Special Conditions, then the latter shall govern and will be binding on the BIDDER for quoted price.

COMPANY SEAL.....
SIGNATURE
NAME
DESIGNATION
COMPANY

ANNEXURE-VIII

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

1. For making online payment, first go to the website: www.gipcl.com

2. Then, click on the caption/link as can see like:

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

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

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.

4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self-explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.

By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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