

**VOLUME-I**

**GUJARAT INDUSTRIES POWER COMPANY LIMITED**

**(Surat Lignite Power Plant)**

**AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110**

**(GUJARAT)**

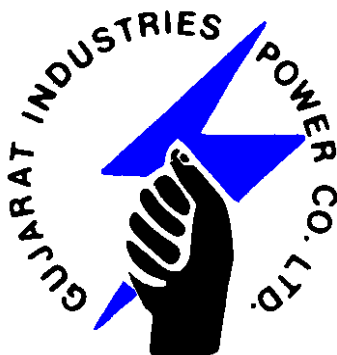
**Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080**

TENDER DOCUMENTS FOR;

**Annual Rate Contract for “Security & Vigilance Services” for 4 x 125 MW Power Plant, Colony, Solar plants and Mines for the Year: 2018-2020.**

***Bid No: - SLPP/ARC/SEC/2018***

***Dated 01.02.2018***



**INSTRUCTIONS TO BIDDERS**

## TENDER NOTICE

**TENDER NO. SLPP/ARC/SEC/2018-20/**

**Tender for: -:Annual Rate Contract for “Security & Vigilance Services” for 4 x 125 MW Power Plant, colony, Solar plants and Mines, for the Year: 2018-2020.**

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

Name of work	Annual Rate Contract for “Security & Vigilance Services” for 4 x 125 MW Power Plant and Mines, for the Year: 2018-20.
Place of work	Surat Lignite Power Plant, At & Po. Nani Naroli, TALUKA Mangrol, Dist. Surat.
Quantity	Two successful bidders will be awarded Security and Vigilance services either at SLPP Plant and Colony or Mines area.
Period of Contract	02 (Two) Years
EMD	Rs.5, 50,000(Rupees five lac fifty thousand only) by Demand Draft payable at Nani Naroli-Surat or Bank Guarantee in favor of GIPCL.
Cost of tender document / tender fee	Rs. 5,000.00 (Rupees five Thousand only) by SBI/BOB Demand Draft in favor of GIPCL payable at Nani Naroli or Mosali/ other banks Surat.
<b>SITE VISIT</b>	Bidders advised to visit SLPP to know the site conditions before submitting their offers
Availability of on-line Tender document	On website: <a href="https://www.nprocure.com">https://www.nprocure.com</a> & <a href="http://www.gipcl.com">www.gipcl.com</a> from 01.02.2018
Downloading of on-line tender document from websites	From 01.02.2018 to 21.02.2018 up to 15:00 hrs.
Last date of on-line submission of offer	21.02.2018 up to 17:30 hrs. from website: <a href="https://www.nprocure.com">https://www.nprocure.com</a> only
For on-line bidders, submission of EMD, Tender fee and other supporting documents for pre qualification & technical bid in physical form	Up to 24.02.2018 at 17.30 hrs, during office hours at office of AGM (SLPP) Surat Lignite Power Plant, Nani Naroli, and Dist. Surat. Pin:- 394110

**NOTES:**

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by the GIPCL during the period of issue of tender. The bidders are required to visit the website regularly till the last date of 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 the 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 on-line bidders are required to submit their bids on-line in the website <https://www.nprocure.com>.
5. The EMD & Tender fee and for on-line bidders, other documents in physical form with EMD & Tender fee would be deposited at the following address before the tender closing date:-

**Shri N.K.SINGH**

ADDL.General Manager (SLPP)  
Gujarat Industries Power Company Limited  
Surat Lignite Power Plant  
At & P.O. Nani Naroli  
TALUKA- Mangrol,  
Dist. Surat - 394 110, Gujarat  
Phone: (02629) 261080.



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

**Ref: SLPP/ARC/Security/2018-2020 dated 01.02.2018**

**Sub: Annual Rate Contract for “Security & Vigilance Services” for 4 x 125 MW Power Plant, colony, Solar plants and Mines, for the Year: 2018-2020.**

**BID DOCUMENT**

Bid document consists of the following:-

- i. Instruction to bidders
- ii. General conditions of contract
- iii. Detailed scope of work

**SECTION-A**

**INSTRUCTIONS TO BIDDERS**

**1. PLANT SYNOPSIS**

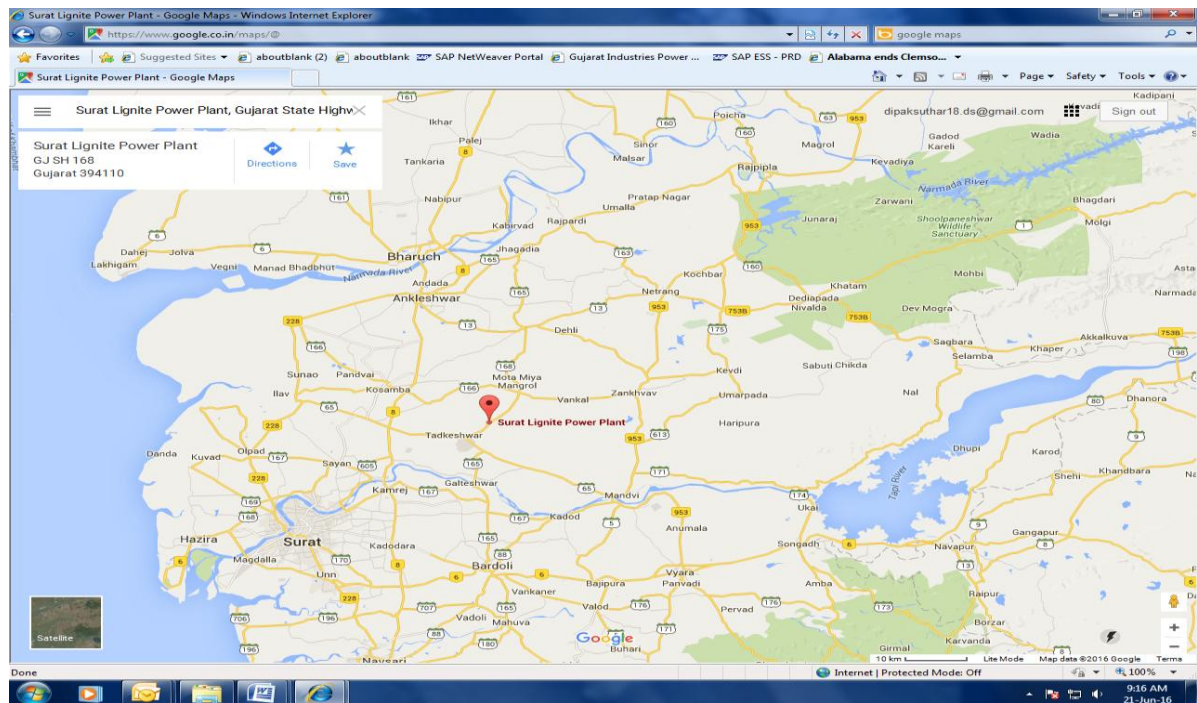
Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1009.4 MW.

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacities 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.

**LOCATION OF THE PLANT**

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmadabad National highway. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and state highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

**Note: Plant Synopsis may be updated for any change in future.**



The Company intends to award Annual Rate Contract for “Security & Vigilance Services” for 4 x 125 MW Power Plant, colony, Solar plants and Mines, for the period of two years (2018-2020) at SLPP and is therefore inviting open tenders online through [www.nprocure.com](http://www.nprocure.com) from experienced & resourceful agencies.

## **2. SCOPE OF WORK :**

- i. The bidder shall be totally responsible for the security & vigilance jobs of the GIPCL/SLPP **either in Power Plant, Colony, or in Solar plants and all the three Mines.**
- ii. The Bidder shall protect the GIPCL's property and persons while on duty, round the clock, and if required during their transportation from residence to the company and vice versa.
- iii. The Bidder shall disallow trespassing of unauthorized persons in the plant, Colony, Mines, solar plant areas, Administrative office premises or any other premises belonging to the GIPCL/SLPP.
- iv. The Bidder shall provide and make appropriate and sufficient security arrangement at the Colony of the GIPCL/SLPP ensure safety and security of the colony residents, employees, his/her family members and property.
- v. The Bidder shall monitor vehicular traffic at the gate and inside the GIPCL's premises and carry out proper search of the GIPCL's employees, Contractor's laborers, visitors, materials etc., to ensure better safety and to prevent illegal exit of the GIPCL's property. Also to guide the visitors after completing the required formalities and perform such other related functions of the security.

- vi. The Bidder shall verify incoming and outgoing materials, monitoring, loading and unloading of materials in the GIPCL's premises.
- vii. The Bidder shall take care of functions related to security, vigilance or other than above that may be required to ensure better security.
- viii. The Bidder shall deploy adequate number of persons for effective and efficient services, which should include Security Officer, Supervisor, Guards, Gunman, etc., Number of security guards shall be increased or decreased & shall be provided in accordance to the requirement of the GIPCL from time to time.
- ix. The Bidder shall deploy more than 50% of security personal from Ex-defense and paramilitary force having sound physical and mental health and remaining personal will be well experienced civilians Guards. The Security Officer, Security Supervisors and Gun Man should be Ex-Service personnel only.
- x. The Security personnel posted at GIPCL/SLPP must be free from communicable cardiovascular diseases, infections & surgeries. Candidate should not have a past history of mental illness. The nose, ear & throat should be in perfectly fit condition.
- xi. The physical fitness test – to determine the physical fitness test (PFT), the following test are to be conducted – 0.5 Km running (within 3 to 4 minutes). Balance Routine and drill. The physical fitness test is to be submitted with physical standards of each candidate as mentioned in condition of deployment of man power.
- xii. The GIPCL reserves the right to reject any security personnel, if not found suitable at the discretion by the GIPCL's Authorized Officer.
- xiii. The Bidder shall be responsible to make necessary arrangement for stationery, security equipment. Uniforms, Sticks, torches and any other requirements needed by the personnel for the discharge of their duties.
- xiv. In case of any abnormal situation sensed by the Bidder's personnel for security, vigilance and fire at premises of the GIPCL either from employees or from persons outside (including nearby villages), a regular written report to be submitted to the GIPCL's Authorized Officer.
- xv. The Bidder shall agree to take additional job assignments and shall deploy sufficient additional security force as & when required by the GIPCL during the tenure of the contract. Additional charges will be payable at mutually agreed rates.
- xvi. In case of any theft and loss of the property of the GIPCL on account of negligence, the same will be reimbursed by the Bidder or alternatively will be adjusted against due payments to the Bidder.
- xvii. The Bidder responsible for control and over all supervision of security personnel deployed and shall observe all rules and regulations regarding the discipline of the GIPCL. The security personnel deployed shall be smart and in proper uniform.

- xviii. The Bidder shall be responsible for the complete jobs and in case, fail to do so; the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- xix. The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officers & his' instructions & clarifications/interpretations shall be final & binding to the Bidder.
- xx. The Bidder shall have to engage well-trained and experienced Ex-service man/guards in shifts and after office hours as well as during holidays according to the exigencies of the work. No claim on this account shall be entertained by the GIPCL.
- xxi. The Bidder shall take full liability of the persons engaged by them, however, the GIPCL shall reserves the right to deduct any amount legally justified towards any liability not fulfilled,
- xxii. The Bidder's responsible Officer should take round of the GIPCL's premises during the night hours and submit the report in writing to the GIPCL's Authorized Officer on morning of the next day.
- xxiii. The Bidder shall intimate regarding names, addresses etc. of Security personnel deployed by them from time to time to the GIPCL's Authorized Officer. The agency will also provide details of each security personnel to the local police station immediately on taking over the contract and on monthly basis if any new guards joined duties. For ex-service man service discharge book should be submitted, which should be available for Audit as and when required. For the gunman copy of the weapon license to be submitted to the GIPCL authorized officer.
- xxiv. The Bidder shall issue Identity cards to all employees engaged by him with the instructions that the same should be produced by them on demand and shall at all times keep the Identity card while on duty.
- xxv. In case of fire or any kind of emergency and if Company receives a call from OCR (Off-site Industrial Emergency Control Room), Bidder shall attend the place of emergency and assist the fire crew, emergency service personnel as per the instruction of GIPCL Authorized Officer.
- xxvi. While attending such emergency, outside the premises of GIPCL, if any person/(s) sustain any injury, the GIPCL shall reimburse the medical expenses incurred to the Bidder on behalf of the personnel deployed for the purpose.

### **3. GENERAL INSTRUCTIONS**

- i. 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.
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. The tender documents shall not be transferable.
- viii. 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 Pre-Bid meeting if required.
- ix. Conditional offers shall not be considered and liable to be rejected.
- x. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- xi. 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.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.



- xvi. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- xvii. The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

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

The Bidder is advised to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <http://etender.gipcl.com/> or [www.nprocure.com](http://www.nprocure.com) to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works.

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, importance of work, round the clock working conditions, safety requirements, local working conditions, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.'

The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the GIPCL officer.

#### **5. ELIGIBILITY CRITERIA :-**

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

- i. Bidder should possess minimum 5 years of experience in similar nature job in power plants / process industries etc. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients where the work is completed. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- ii. Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience.

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

- iii. Contractor shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
- iv. Bidder should have executed similar work with single order value of minimum Rs.229 Lakhs or two orders value of 153 lacs each or three orders value of not less than 114 lacs each during any one out of last 3 years (2014-15, 2015-16, 2016-17) and should enclose proof of the same.
- v.
- vi. The Agency should have minimum 50 ex-servicemen working under their payroll. A proof in this regard should be produced, along with technical bid. Before awarding the contract, it will be ensured that the agency is having the capacity to post required ex-serviceman for security duties. Work Order & performance certificates from 3 different clients where more than 50 ESM guards have been provided.
- vii. Tender fee: - The tender fee shall be accompanied in form of Demand Draft. The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8.
- viii. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- ix. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- x. Bidder should have annual turnover of Rs.114 lacs for each of last three financial years i.e. 2014-15, 2015-16 & 2016-17. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained. In case if one or more price bids found same, the agency which is having largest turnover in average of last three years will be awarded the contract.
- xi. NET WORTH SHOULD BE POSITIVE FOR THE LAST 03 FINANCIAL YEARS.

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.

- xii. The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- xiii. Bidder has to submit GST registration number. Copy of the same shall be submitted.
- xiv. In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- xv. The bidder should possess all such licenses applicable, which are necessary for execution of the job. The Bidder should enclose all the evidences, documents, work orders, proofs in original for qualifying in further proceedings.

## 6. ADDITIONAL PRE QUALIFICATION CRITERIA

- i. If Bidder or its Partner(s) or Director(s) is/are/was in any Litigation(s), Court Cases(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 Undertaking / Depts. / Authorities and Govt. of Gujarat supported companies / undertaking / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding of the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- ii. Bidder shall have to submit the "Declaration-cum-Undertaking of Compliance of Safety Laws and Regulations" as per Performa **Annexure-F & Annexure-G**
  - 1. 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 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.
  - 2. If any of the detail 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.

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

## 7. LANGUAGE OF BID

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purpose of interpretation of the Bid, the English translation shall govern.

## 8. EARNEST MONEY DEPOSIT (EMD):

- i. An EMD of Rupees Five Lacs Fifty thousand only (Rs.5.50 Lacs) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Baroda.
- ii. The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited. Baroda from any public sector bank or schedule private sector bank. The format of bank guarantee shall be as attached specimen only.
- iii. 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.
- iv. The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- v. Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to Addl.General Manager, GIPCL-SLPP as per details given in tender
- vi. No interest shall be payable on EMD.
- vii. 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.

### viii. SCHEDULE OF EMD

EMD and other documents dully signed to be submitted in physical form <b>within three working days</b> after due date of closing of the tender	Address for Submission:  <b>THE ADDL. GENERAL MANAGER (SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village - Nani Naroli, Taluka – Mangrol, District - Surat 394 110, Gujarat Phone: EPABX (02629)261063 to 261072 (10 lines) Fax: (02629) 261 073 / 261 074 Kind Attention: Mr. N.K.SINGH</b>
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The envelope shall be clearly marked with "SURAT LIGNITE POWER PLANT - TENDER FOR ANNUAL RATE CONTRACT FOR SECURITY & VIGILANCE SERVICES - Year 2016-2018".

## SUBMISSION OF BIDS:

### A: MODE OF SUBMISSION

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

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

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

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

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

Shall be provided in the techno commercial bid:

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

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

- i. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
- ii. Proof of experience meeting the minimum eligibility criteria.
- iii. Performance certificate issued by clients.
- iv. Previous work order copies.
- v. Details of present work order (if any).
- vi. 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.
- vii. P.F Number and Allotment Letter.
- viii. PAN Number.
- ix. GST registration number/certificate copy.
- x. Police clearance certificate of on the name of agency / bidder.

**B: PRICE BID:**

- i. Price Bid shall be submitted only in soft form through the web portal of n-procure at <https://www.nprocure.com>
- ii. Service tax shall be paid extra at actual by GIPCL as per prevailing rates as declared by Central Government on submission of documentary evidence.
- iii. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR \_\_\_\_\_% above the estimated value." Further it may be noted that "Below estimated value" quoting will be rejected.**
- iv. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement. **GIPCL reserves the right to increase/reduction in the quantity of manpower/guard as per requirement with prior notice of 15 days during contract period.**
- v. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

- vi. GIPCL reserves the right to review and extend the contract period for further period of one year with same rates, terms & conditions with revised / reduced manpower, if required.

**C: 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.

**9. Modification and Withdrawal of Bids**

The Bidder may modify or withdraw their Bid after submitting the bid, provided that, such modification or withdrawal is made in the e-tender to the deadline prescribed for submission of Bids.

No Bid can be modified subsequent to the deadline for submission of Bids.

No Bid can be withdrawn in the interval between the deadline for Submission of Bids and the expiry period of bid validity.

**10. POLICY FOR BIDS UNDER CONSIDERATION:**

- i. 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.
- ii. 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.
- iii. The officer in charge, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

- iv. 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.
- v. 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.
- vi. 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.

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

- i. 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.
- ii. 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**

**Preliminary Examination:**

- i. 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.
- ii. 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:**

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

- v. 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.
- vi. 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.
- vii. 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:**

- i. 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.
- ii. 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.
- iii. 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.
- iv. GIPCL reserves the right to reject any or all tenders without assigning any reason whatsoever and it will not be an obligation for GIPCL to award the work only to the lowest bidder.

**15. AWARD OF CONTRACT:**

- i. 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.
- ii. 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.

**16. CONTRACT PERIOD:**

- i. The contract will be for a period of two years (02 Years) i.e. **from 01.05.2018 to 30.04.2020.**
- ii. GIPCL reserves the right to review and renew / extend the contract period for further period of 03 months with same rates, terms & conditions with revised / reduced manpower, if required



**17. CONTRACT SECURITY DEPOSIT:**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount equivalent to **10% (Ten)** of the “yearly contract value” from any schedule public sector bank OR schedule private sector bank, and it shall guarantee the faithful

Performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

**18. 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

**19. Contractor's Obligations**

The Contractor shall be responsible for providing round the clock security services at GIPCL as per needs and direction of GIPCL official. In the event of any shortfall in the number of security guards for any reasons whatsoever it will be your responsibility to replenish the requisite number of security personnel and ensure that at no moment any site / post will be left unattended. It must be clearly understood by The Contractor that the total strength of the security staff may differ depending upon various factors. You will reduce or increase strength as desired by the GIPCL management at 12 hours notice. The agency should quote with minimum and maximum number of manpower which the agency can supply within twenty four hours, on demand.

- i. The contractor will deploy adequate number of Security staff for effective and efficient security and vigilance of SLPP which should include Security Officer (not below the rank of Subedar Major or Honorary Lieutenant), Supervisors (minimum JCO rank), Guards and Gunmen on 8 hours shift duty.
- ii. The contractor shall deploy not less than 50% ex-servicemen security staff (i.e. Ex-Indian Army/ Navy/ Air force/ BSF/CISF and other paramilitary /police personnel) below the age of 55 years and having sound physical and mental health. Ex-servicemen's/ paramilitary personnel original documents must be submitted to the GIPCL official at the time of initial deployment of each and every security personnel at GIPCL-SLPP for verification and copy thereof made available for records subsequently.
- iii. Remaining strength, only in Security Guards will be of Smart/good looking, experienced civilian guards with the height not less than 165 Cms. Minimum experience in security duties in Industries should be not less than 5 years. The civilian guards should be got their back ground checked and should be deployed after proper police verification only. Certificate in this effect will be submitted by the contractor

- iv. The Security personnel so provided shall be The Contractor employees, wholly under your direct administrative control and supervision and you alone will be held solely responsible to take disciplinary action against them (or as directed) if they indulge any act of misconduct within the premises of the GIPCL or outside during the tenure of the contract. However, decision taken by GIPCL official would be final and binding on you.
- v. Security staff deployed at SLPP by contractor must be well trained and motivated, smartly dressed and have a disciplined conduct expected of an ex-soldier., GIPCL-SLPP reserves the right to reject any personnel of the Security staff at his discretion and his decision about deployment of manpower shall be binding on the Contractor.
- vi. The contractor shall be responsible to make necessary arrangements for proper uniform with caps, Lathi, shoes, raincoats/jerseys, Beet books, registers, and all other equipments needed by the security staff for performance of their duties efficiently. The Security Officer must be provided a motor cycle and the Security Supervisors /Plant Patrolling guards must be provided bicycles by the contractor for taking rounds and reaching their duty posts in their respective areas of responsibility (Minimum 10 bicycles required). The contractor will also provide torches with cells for all Security Staff on duty during night hours.
- vii. The Contractor supervisor will be responsible for total supervision of the work force engaged by you. He will maintain all relevant records and report regularly as required under rules or/and directed by GIPCL official and coordinate with them. He will also be responsible for distribution of the duty post as directed by GIPCL official and arrangement or replacement of shortfall of force.
- viii. GIPCL will provide Barrack accommodation for contractor personnel but electricity charges will be deducted from their monthly bill on actual. The contractor shall make his own arrangements for the meals to the Security Personnel near the plant premises in the area approved by GIPCL-SLPP and will deploy one mess administrator to oversee the functioning of the mess. For key personnel of the security staff, one quarter in SLPP colony (if available) will be given to the contractor for which rent, cable and electricity charges, etc. will be deducted from their monthly bill.
- ix. The contractor shall be responsible for overall administration and discipline of the security staff as well as for maintenance of equipment required for efficient performance of duties as per the scope of work. One administrator in charge should be posted at SLPP, who will be responsible for leave planning and relief of security staff, provision of dress, maintenance of equipment/ cycles/ m-cycle, and arrangements for daily meals. He may also assist in disbursement of wages to security staff. The contractor will not divert security staff posted at SLPP for such administrative use.
- x. The Contractor will ensure that the Security personnel deployed at the site are well behaved and observe discipline, good behavior and conduct and maintain good housekeeping as required by company. The engaged personnel shall not be found drunken or under influence of drugs while they are on duty and during their stay in the plant premises (Barracks). They should be of physically and mentally sound with good eye sight.
- xi. The Company holds the Contractor fully responsible for the security and safety of premises, assets and peoples there in the plant, colony and the mines and other area of responsibilities. You will be held liable for any thefts or security lapse that may occur during the tenure of this contract. In case of any theft or loss of money, materials and assets of the company or of the employees due to lapse of your personnel, company will deduct the same value of the amount from your dues. In this matter the decision of GIPCL will be final and binding on the contractor.

- xii. The Contractor will provide a daily / monthly confidential report on internal and external factors and other influencing factor including data on labour union activities, if any to the HOD Security
- xiii. As provided under Contract Labour Act, payment is to be made by 7<sup>th</sup> day of every month. The penalty up to Rs.500/- for each defaulted day may be imposed.
- xiv. Adequate reserve will be maintained for providing weekly off to security staff.
- xv. Any short fall noticed in the ex serviceman guards penalty of Rs.500/- per day will be deducted from their monthly bill. Decision of head of Security department in this regard will be final.
- xvi. All Security Supervisor should have knowledge on computer operation as they have to perform their duties at the gate, Pass Section / Material Section which are computerized.
- xvii. The contractor should provide eight security guards and two security supervisors who are specialized in crime prevention / intelligence collection.
- xviii. The contractor is required to provide two lady guards (preferably ex-Para-military/police) for checking the lady labours.
- xix. Standard of the Security staff would be as under :-

**For Plant Duties:-**

- a) Security Supervisor – age below 60 years – should be able to read, write, English.
- b) Gunman – Age between 40 – 55 years.
- c) Security Guard – below 55 years should be able to read and write English, Hindi (at least 10 guards should have trained in crime prevention and intelligence collection and two guards should have trained as dog handlers / trainers).

**For Mines Duties:-**

- a) Security Supervisor – Age below 55 years – should be able to read, write, English.
- b) Security Guard – (Ex-Service) below 50 years should be able to read and write English, Hindi (at least 10 guards should have trained in crime prevention and intelligence collection and two guards should have trained as dog handlers / trainers).
- c) The Ex-Service Guards should be SHAPE-1,
- d) For Civil Guards should be Height:-Minimum 175 Cms, Well build Body, Disease free, Below the age of 45 years,
- xx. The contractor may be asked to provide Dog (Doberman or Alsatian breed) Squad with two handlers as and when required. Maintenance expenses for dog will not be paid.
- xxi. GIPCL-SLPP reserves the right to change the norms regarding deployment of Security Guards due to exigencies of prevailing conditions. Payment to the contractor will be made as per duty performed by actual type and number of security personnel as per quoted rates.
- xxii. Any lapses/ violations by the contractor of any of the terms and conditions, general and statutory requirements as specified in this bid will be penalized by the controlling officer of GIPCL-SLPP. Defaults like vacant post/ indiscipline/ sleeping on duty/

intoxication etc. committed by the security staff will also be penalisable as decided by the GIPCL official. Repeated defaulters shall have to be removed from SLPP. A cumulative penalty, as directed by GIPCL official for all lapses, violations and defaults in a month, will be imposed and deducted from the bill of the contractor for that month.

## **20. BID DOCUMENTS**

The Bidder is expected to examine all instructions, relevant forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a Bid not substantially responsive to the Bid Documents in every respect may result in rejection of the Bid

### **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 mkrishnan@gipcl.com indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders.

## **21. Amendment of Bidding Documents**

- i. At any time prior to the deadline for submission of Bids, the Owner, for any reason, whether at their own initiative or in response to a clarification requested by prospective Bidder, may modify the Bidding Documents by amendment. However, the same will be informed to all prospective bidders.
- ii. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the owner may, at their discretion, extend the deadline for the submission of Bids.

## **22. TIME SCHEDULE**

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

## **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.

## **23. PAYMENTS:**

The bill cycle of SLPP is from 21<sup>st</sup> to 20<sup>th</sup> of next month. The successful bidder / contractor shall have to submit the bills every month before the 25<sup>th</sup> of the succeeding month for which it relates and the GIPCL shall make Payment of the same after scrutiny within 15 days thereafter. All the payments against the work order shall be in Indian currency and payable through cheque only.

**24. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID:**

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

**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.**

**25. QUANTITIES:**

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

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

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

**26. ETHICS PACT:**

The bidder is required to sign Ethics pact prior to starting the job / work as per the copy attached at Section-F.

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
(Surat Lignite Power Plant)  
**TECHNICAL BID**

**ANNEXURE-I**  
**COMPLIANCE OF LABOUR LAWS**

**Statutory compliance on the part of contractor is as under: -**

**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, and 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.
  - i. 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.
  - ii. 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-Surat site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
  - iii. 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-Surat 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.

- iv. 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.
- v. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn.Dept.
- vi. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- vii. 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.
- viii. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL-Surat. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- ix. 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.
- x. 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.
- xi. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.

- xvi. 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.
- xvii. 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.

- 4. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme. **The contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs.01 lac to all his security personnel deployed at GIPCL-SLPP site for the accident taking place anywhere outside the company premises or at any place when the security person is not in course of his employment.**
- 5. 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.
- 6. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 7. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 8. 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. UNIFORM:**

The Contractor shall provide 02(Two) pairs of good quality stitched uniform to their employees deployed at GIPCL, SLPP site once in year.

**C. PRICE & RATES:**

- (a) The GIPCL shall pay to the Bidder a lump sum rate per month plus Government Service Taxes as applicable from time to time, for carrying out the above jobs effectively & efficiently for the fulfillment of this agreement.
- (b) The GIPCL shall reimburse the PF amount based on actual manpower deployed. PF amount shall be reimbursed on actual contribution deposited and on



submission of proof for the same by the bidder.

- (c) The increase or decrease in **special allowances** as per Minimum Wage Act notified by the Government will be reimbursed at the end of Month period on actual basis separately, subject to successful compliance for all obligations under this Contract.
- (d) The increase or decrease in **basic rate** as per Minimum Wage Act by the Government will be calculated and effect will be given with effective date as per Government notification.
- (e) The difference in Minimum Wage either on account of Basic rate or Special allowance as the case may be will be reimbursed for all categories of Security personnel i.e. Security Officer, Security Supervisor, Gunman, Guard etc., so deployed by the contract, in line with actual increase or decrease in the category of Security Guard to all ranks.
- (f) Security guard ex-serviceman and guard will be considered skilled/semi skilled class of employees for payment of wages as per minimum wage act notified separately by the government as per minimum wage act.

**D. PAYMENT OF WAGES:**

- (a) The Bidder shall not pay wages and other legal dues less than the prevailing minimum wages as per Minimum Wages Act-1948 & amendment thereof & other applicable statutory allowance/benefits.
- (b) The Bidder shall be responsible to make payment of wages & all allowances Including bonus, P. F., Workman compensation, Leave & such other obligation as may be required as per the laws of the land, the wages should be paid on or before 7<sup>th</sup> of every month through bank only for this purpose the agency will open an account in SBI/GIPCL branch and deposit their pay in their accounts.
- (c) The Bidder shall comply with all applicable statutory provisions under various laws such as the Minimum wages Act, The payment of wages Act, the P.F. and Miscellaneous Provisions Act, The Bonus Act, Gratuity Act etc. The Bidder shall also obtain necessary license, registrations as required under the laws of land.
- (d) The GIPCL shall be entitled to recover full amount from Bidder on account of non-compliance of any statutory provision or breach of any terms of contract.

Date:  
Place:  
Office Seal:

Signature:  
Name:  
Designation:



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

**GENERAL CONDITIONS OF CONTRACT**

**1. GENERAL REGULATIONS**

- I. The contractor shall submit his monthly bill within three days of the billing cycle i.e. by 25<sup>th</sup> of every month. It must be supported by authentic/original documents, which clearly indicate complete compliance of all statutory provisions/ acts.
- II. The contractor must pay entitled wages of all the security staff within seven days of completion of the calendar month. Any delay in payment of wages, shall constitute a statutory violation for which appropriate legal action may be taken by GIPCL-SLPP in terms of Section 21(4) of Contract Labour (Regulation & Abolition) Act, 1970. The penalty up to Rs.500/- for each defaulted day may be imposed. Payment received from GIPCL should not in any way be linked to the payment of wages to the security staff.
- III. Wages of a Security Guard to be paid by the contractor after statutory deductions, if any, should not be less than the Minimum Wages and allowances as decided by the State Govt & Central Govt. from time to time corresponding to 8 hours duty. Also, the remuneration for additional hours of work, if any, shall be duly compensated. This aspect will be fully scrutinized and decided at the time of finalization of the ARC. It will then be implemented without any deviation.
- IV. Rs.5,50,000/- (Rupees five lac fifty thousand only) paid as Earnest Money Deposit (Non interest bearing) along with the pre-qualification bid will be converted as Security Deposit (non-interest bearing) in case of successful bidder and will be returned only after satisfactory completion of the ARC.
- V. EMD amount of unsuccessful bidders will be refunded once Work Order is Issued to the successful bidders.
- VI. The rate contract shall be valid for a period of Two years and on completion of the same it will stand terminated unless it is extended/ renewed as per mutual agreement.
- VII. GIPCL-SLPP can terminate the ARC at any time by giving 3 months notice in case performance of the security agency is found to be unsatisfactory or for any other reason deemed fit for termination. On the other hand, the contractor would be required to extend the contract for a period of 3 months at the same rates, terms and conditions on completion of the initial Contract period, if so desired by GIPCL-SLPP.

## **2. TERMS AND CONDITIONS :**

- i. The security contract is either for **Part “A”** Plant Area Township, Colony, Bodhan & Patna Pump House & Part **“B” Vastan, Mangrol and Valia Mines;** Lignite transportation and storage areas, the agencies can quote their rates for A & B separately. (separate SoR attached) The ARC will be awarded to the selected contractor either for A or B, on the basis of final quoted rates and other eligibility criteria. However it is to be noted that one agency will not be awarded both the Contracts. The selected agency will be allotted only one contract. (If the agency becomes L1 in both Part “A” and Part “B”, then the preference will be given to the agency to select the area of their choice.
- ii. The contract for the second part will be allotted to the L2 bidder at the same rate as that offered by the L1 bidder.
- iii. The rate offered by the L1 agency shall be applicable to all the participating bidders.
- iv. If L2 bidder does not accept the L1 rates then the contract will be offered to L3 bidder and so on. (Whoever qualified in the tender process and accepting the L1 rates as per seniority).

**Note: -** It may further noted that, in case two or more security agencies become L1, by quoting same SoR, in such cases their aggregate turnover of last three years will be taken in to account (i.e. for the years 2014-15, 2015-16, 2016-17) and the agency who ever having higher turnover will be considered as L1 and the contract will be awarded to the agency.

In such cases the decision of GIPCL is final and binding to the all the bidders.



## **SECTION-B**

### **INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

1. Tender documents are available only in electronic format. Bidders can download either from [www.gipcl.com](http://www.gipcl.com) (or) from <https://www.nprocure.com>
2. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at following address
  - [1] E.M.D./Tender fee cover
  - [2] Complete copy of tender documents without price bid duly signed & stamped on each page as a token of acceptance
  - [3] Supporting Documents for Technical Bid.
  - [4] Deviation sheet, if any.

**PLEASE NOTE THAT PHYSICAL COPY OF ALL THE DOCUMENTS' SHOULD REACH TO GIPCL LATEST BY 1730 hrs ON DUE DATE OF TENDER.**

**Address for submission:**

Addl. General Manager (SLPP)  
GIPCL/SLPP, NANI NAROLI,  
MANGROL TALUKA,  
SURAT DIST, GUJARAT  
PIN:-394110

3. Price bid of the tender should be submitted online only thru web site - <https://www.nprocure.com>, only. No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail letters will be entertained for the same.
4. Bidders who wish to participate first time in online tenders will have to register their firm at n-code agency at least before seven working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for registration.

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## **SECTION-C**

### **GENERAL CONDITIONS OF CONTRACT**

**1. VALIDITY:**

This Rate Contract shall be valid for two years i.e. **From 01.05.2018 to 30.04.2020**, which includes initial period of 3 months as a trial period, On completion of the trial period, if, the Security, Vigilance Services is not found satisfactory than the contract will be terminated & if, same is found satisfactory, the contract will be continued.

The GIPCL reserve the right to extend the contract for further period of 3 months on the same terms & conditions on the expiry of contract period.

**2. PRICE BASIS:**

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

**3. CONTRACT SECURITY DEPOSIT:**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, SLPP/SURAT as per the format given by GIPCL, for guarantee amount equivalent to **10% (Ten)** of the "one year contract value" from any schedule public sector bank OR schedule private sector bank, and it shall guarantee the faithful Performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date i.e. up to 31.07.2020. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

**4. RECOVERY CLAUSE:**

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

**5. ASSIGNMENT AND SUBLETTING OF THE CONTRACT:**

The contractor shall agree and undertake unequivocally not to assign or sub-let in full or any part of the contract to any party or agency. Doing the same shall be considered as breach of the contract and GIPCL reserves the right to take necessary actions under the contract and all applicable laws against the contractor.

**6. DEDUCTIONS FROM CONTRACT PRICE:**

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

**7. INCOME TAX:**

Income Tax shall be deducted from your bills as per IT rules prevailing from time to time. Successful bidder will have to submit the copy of PAN CARD along with invoice.

**8. Pre-matured Closure of the contract.**

The officer who has entered and signed this contract may foreclose the contract before expiry of time limit of this contract without giving any reason. In such contingency the concerned officer will give three months notice of his intention for foreclose the contract or pay three months pro-rata contract price. The contract will come to an end after expiry of such notice period. No payment for the remaining period of contract will be made to the service provider thereafter.

If the service provider intends to foreclose the contract, he will give notice of three months of his intention to foreclose the contract, in such contingency, the contract will come to an end after expiry of such notice period, but his security deposit will be forfeited for abandonment of contract.

**9. TERMINATION OF CONTRACT BY GIPCL:**

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.

- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.

**10. FAILURE & TERMINATION:**

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

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

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

**11. SETTLEMENT OF DISPUTES:**

- i. 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 SURAT city only state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- ii. 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.
- iii. 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.

**12. INTERPRETATION OF CLAUSE:**

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

**13     EMPLOYEE'S COMPENSATION INSURANCE:**

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

**14.    LEGAL ASPECTS:**

- i. 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.
- ii. 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.
- iii. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
- iv. 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.
- v. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
- vi. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
- vii. 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.
- viii. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
- ix. 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.

**15.    PAYMENT OF WAGES:**

Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

**16.    ACCIDENT TO WORKMEN:**

Contractor shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the



work and contractor shall fully abide by the statutory requirements of the employee's compensation act. GIPCL shall not be liable for any compensation due to accident, death or injury to any of contractor's workmen or any third party due to negligence, act or omission on your part.

**17. NIGHT/SUNDAY/HOLIDAY SHIFT:**

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

**18. SAFETY ASPECT:**

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

**19. GENERAL SAFETY CLAUSES:**

- i. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL-Surat site, the safety norms as per the safety operating standards.
- ii. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the GIPCL-Surat Plant and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
- iii. 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-Surat site.
- iv. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
- v. 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 registers with signature of workmen.
- vi. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
- vii. 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.

- viii. 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.
- ix. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
- x. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
- xi. Penalty to be imposed for Violation of safety norms is proposed as follows:-  
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	<ul style="list-style-type: none"> <li>Rs. 100 /- per instant.</li> </ul>
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude	<ul style="list-style-type: none"> <li>Rs. 500 /- per instant.</li> <li>After three incidence, Per</li> <li>incidence Rs. 2500/-</li> <li>Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.</li> </ul>
		Unsafe working practices at height more than 3 meters	
C	Unsafe Practice	Breach of safe practices by a particular person repeatedly for three times.	<p>Suspend the entry gate pass for one week.</p> <p>□ After two suspensions his gate pass will be cancelled.</p>

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

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

- i. The decision of the GIPCL office in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- ii. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the In-charge before start the work.
- iii. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- iv. 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.
- v. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

## **21. CONTRACTOR'S SUPERVISION:**

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

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

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

## **22. FACILITIES TO BE PROVIDED BY GIPCL:**

- A. The Company shall provide the following facilities to the Contractor at the site: GIPCL Subsidiaries canteen Facility. Apart from the above, no other facilities shall be provided by GIPCL.
- B. GIPCL shall also conduct an orientation program appraising the workmen regarding the safety norms and measures to be observed during work operations at the plant site.

## **23. 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. Neither party shall be entitled to claim damage / losses / expenses / costs etc. from the other party for non performance of work during such force majeure period / condition.

**24. 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.

**25. GOVERNING LAW AND JURISDICTION:**

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

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

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## SECTION-D SPECIAL CONDITIONS OF CONTRACT

### 1. **DETAIL SCOPE OF WORK:**

- i. The bidder shall be totally responsible for the total assignment of security, vigilance jobs of the GIPCL/SLPP.
- ii. The Bidder shall protect the GIPCL's property and persons while on duty, round the clock, and if required during their transportation from residence to the company and vice versa.
- iii. The Bidder shall disallow trespassing in the battery limit of the plant. Expansion area, Mines area, Administrative office premises adjacent to the plant and Office building and any other premises belonging to the GIPCL/SLPP.
- iv. The Bidder shall provide and make appropriate and sufficient security arrangements at the Colony of the GIPCL/SLPP and ensure safety and security of the Residents, his/her family members and property.
- v. The Bidder shall monitor vehicular traffic at the gate and inside the GIPCL's premises and carry out proper search of the GIPCL's employees, Contractor's laborers, visitors, materials etc., to ensure better safety and to prevent illegal exit of the GIPCL's property. Also to guide the visitors after completing the required formalities and perform such other related functions of the security.
- vi. The Bidder shall verify incoming and outgoing materials, monitoring, loading and unloading of materials in the GIPCL's premises.
- vii. The Bidder shall take care of functions related to security, vigilance and fire other than above that may be required to ensure better security.
- viii. The Bidder shall deploy adequate number of persons for effective and efficient services, which should include Security Officer, Supervisor, Guards, Gunman. **Number of security guards shall be increased or decreased & shall be provided in accordance to the requirement of the GIPCL from time to time.**
- ix. The Bidder shall deploy security personal from Ex-defense and paramilitary force and having sound physical and mental health.
- x. The candidate must be free from communicable cardiovascular diseases, infections & surgeries. Candidate should not have a past history of mental illness. The nose, ear & throat should be in perfectly fit condition.
- xi. The GIPCL reserves the right to reject any security personnel, if not found suitable at the discretion by the GIPCL's Authorized Officer.
- xii. The Bidder shall be responsible to make necessary arrangement for stationery, security equipment. Uniforms, Sticks, torches and any other requirements needed by the personnel for the discharge of their duties.
- xiii. In case of any abnormal situation sensed by the Bidder's personnel for security, vigilance and fire at premises of the GIPCL either from employees or from persons

outside (including nearby villages), a regular written report to be submitted to the GIPCL's Authorized Officer.

- xiv. The Bidder shall agree to take additional job assignments and shall deploy sufficient additional security force as & when required by the GIPCL during the tenure of the contract. Additional charges will be payable at mutually agreed rates.
- xv. In case of any theft and loss of the property of the GIPCL on account of negligence, the same will be reimbursed by the Bidder or alternatively will be adjusted against due payments to the Bidder.
- xvi. The Bidder responsible for control and over all supervision of security personnel deployed and shall observe all rules and regulations regarding the discipline of the GIPCL. The security personnel deployed shall be smart and in proper uniform.
- xvii. The Bidder shall be responsible for the complete jobs and in case, fail to do so; the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- xviii. The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officers & his' instructions & clarifications/interpretations shall be final & binding to the Bidder.
- xix. The Bidder shall have to engage well-trained Ex-service man in shifts and after office hours as well as during holidays according to the exigencies of the work. No claim on this account shall be entertained by the GIPCL.
- xx. The Bidder shall take full liability of the persons engaged by them, however, the GIPCL shall reserves the right to deduct any amount legally justified towards any liability not fulfilled,
- xxi. The Bidder's responsible Officer should take round of the GIPCL's premises during the night hours and submit the report in writing to the GIPCL's Authorized Officer on morning of the next day.
- xxii. The Bidder shall intimate regarding names, addresses etc. of Security personnel deployed by them from time to time to the GIPCL's Authorized Officer. For ex-service man service discharge book should be submitted, which should be available for Audit as and when required. For the gunman copy of the weapon license to be submitted to the GIPCL authorized officer.
- xxiii. The Bidder shall issue Identity cards to all employees engaged by him with the instructions that the same should be produced by them on demand and shall at all times keep the Identity card while on duty.
- xxiv. In case of fire or any kind of emergency and if Company receives a call from OCR (Off-site Industrial Emergency Control Room), Bidder shall attend the place of emergency and fight fire, emergency as per the instruction of GIPCL Authorized Officer.
- xxv. While attending such emergency, outside the premises of GIPCL, if any person/(s) sustain any injury, the GIPCL shall reimburse the medical expenses incurred to the Bidder on behalf of the personnel deployed for the purpose.

## **2. INSPECTION:**

- i. The day to day inspection for the work regarding Security, Vigilance and Fire services shall be done by the GIPCL's Authorized Officer at site.
- ii. The Bidder's representative will visit to the GIPCL's premises everyday to check

- the performance of Security, Vigilance and Fire services.
- iii. The Bidder's senior Executive shall visit periodically to the GIPCL premises and note down the problems reported by the GIPCL's Authorized Officer and resolve the same within stipulated time.

**NOTE:**

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

**3. DISCIPLINE & SAFETY CLAUSE:**

- i. The bidder to ensure that personnel deployed observed discipline and all safety and security rules of GIPCL which are at present in force and which may come in to force during the tendency of the contract. Violation of any rules and regulations will entail immediate termination of the contract.
- ii. The bidder's employee shall not damage property of the GIPCL. In case of default the damages as assessed by the Authorized officer of the GIPCL, whose assessment shall be final and binding to the bidder, shall be recovered from the bidder.
- iii. The employee, agent or sub-agent or sub-agent of the bidder 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.
- iv. The bidder shall not sub-let the contract to any other party without written permission of the GIPCL.

**4. LEGAL LIABILITIES & INSURANCE:**

- 4.1 The bidder shall take suitable accident coverage insurance to cover the employee's compensation and liability of all the persons deployed by him to carry out the assigned job of security, vigilance and fire and he shall pay compensation, whatsoever for the persons so deployed at the site of the GIPCL. He shall take policy from any insurance company situated within Vadodara jurisdiction.
- 4.2 The GIPCL shall not be liable for any compensation payable by law or award / court order in respect of any demand raised by employees or compensation for any accident or injury to his workman. In case liability arises, the same shall be recovered from the payment due to the bidder.
- 4.3 In case of any liabilities arising out of this contract to the GIPCL due to the default on the part of the bidder In carrying out various functions, the same will be deducted while refunding the security deposit.
- 4.4 In case of duty of manpower at GIPCL house, bidder will cover the manpower under ESI policy, if required
- 4.5 Benefit payable in case of accident occurring outside premises or beyond the course of employment.

- 4.6 The contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs.01 lac to all his security personnel deployed at GIPCL-SLPP site for the accident taking place anywhere outside the company premises or at any place when the security person is not in course of his employment.

**5. CONTRACT PERIOD:**

**Contract period will be two years i.e. from 01.05.2018 to 30.04.2020.**

The GIPCL reserve the right to extend the contract for further period of 3 months on the same terms & conditions on the expiry of contract period.

GIPCL also reserves the right to review and renew the contract period for further period of one year with same rates, terms & conditions with revised / reduced manpower, if required.

**6. TERMS OF PAYMENT:**

The bill cycle is from 21<sup>st</sup> to 20<sup>th</sup> of every month, the successful bidder / contractor shall have to submit the bills every month before the 25<sup>th</sup> of the month for which it relates and the GIPCL shall make payment of the same after scrutiny within 15 days thereafter. All the payments against the work order shall be in Indian currency and payable through cheque only.

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

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

**7. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL:**

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

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challans with ECR, etc... along wage certificate pertaining to respective bill period.
- (ii) Notarized Indemnity Bond as per Performa, in case of Final bill.



- (iii) No claim - No arbitration certificate as per Performa, after releasing final bill payment.

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

**8. MOBILIZATION AND EXECUTION:**

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

**9. QUANTITY OF WORK:**

Quantity given in the tender is approximate and which may vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. GIPCL reserves the right for reduction in the quantity of manpower/guard as per their requirement with prior notice of approx. 15 days during contract period.

**10. GENERAL CONDITIONS OF CONTRACT:**

General Conditions of Contract and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same. Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

**11. ARBITRATION:**

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of the contract for the interpretation and / or the execution of any clause of this 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 informed by the affected party to the other party within three days of occurrence of such dispute / difference.

The parties shall make all possible attempts to resolve the difference / dispute in amicable manner through authorized representatives within thirty days of such intimation. In case the difference / dispute is not resolved by representative of both

the parties, then the difference / dispute shall be referred to a committee of the top management of both the parties, who shall make all possible attempts to resolve the dispute / difference within thirty days of such reference. In case the difference / dispute is not resolved / settled amicably within the time specified as above or within such extended time period, mutually agreed by the parties then the difference / dispute shall be referred to the sole arbitrator to be suggested by GIPCL. Arbitration proceeding shall be conducted as per the provision of the Arbitration act 1996 or any statutory modifications thereto or re-enactment thereof in force from time to time. The venue of such arbitration shall be at Vadodara city, Gujarat state.

The language of arbitration proceeding shall be in English only. The arbitration shall be done by the sole arbitrator and the award of the Arbitrator shall be binding on the parties.

\*\*\*\*\*



**PART “A”**  
**SCHEDULE OF QUANTITIES & RATES PLANT/COLONY & PUMP HOUSE**

Sr. No.	Item	Unit	Qty. (Per day 24 Hrs.)	Unit Rate (In Rs.)	Total Amount per day (In Rs.)	Total Amount for one year considering 365 days (In Rs.)
1	Security Officer.	Man days	02	566.82	1133.64	5,82,993.94
2	Security Officer Extra Duty	Man days	02	231.80	463.60	
3	Security Supervisor.	Man days	09	516.82	4651.40	23,77,097.74
4	Security Supervisor Extra Duty	Man days	09	206.80	1861.20	
5	Gun Man.	Man days	1	516.82	516.82	2,64,121.97
6	Gun Man Extra Duty.	Man days	1	206.80	206.80	
7	Security Guard (Ex-Serviceman)	Man days	51	416.82	21,257.91	1,06,77,970.55
8	Security Guard (Ex-Serviceman) Extra Duty	Man days	51	156.80	7,996.80	
9	Security Guard (Civil)	Man days	51	406.53	20,732.86	1,04,11,865.40
10	Security Guard (Civil) Extra Duty	Man days	51	152.80	7,792.80	
11	Transport Officer	Man days	1	1110.05	1110.05	4,05,168.25
12	<b>For one year 365 days</b>					<b>2,47,19,217.86</b>
13	<b>TOTAL CONTRACT VALUE FOR TWO YEARS</b>					<b>4,94,38,435.73</b>
14	At the same rate as per schedule of rates.					
15	.....% above schedule of rates					

## **NOTE:**

**(1) Bidding shall be on “(I) AT SOR RATES OR (II) AT SOR + -----% basis (Below bidding will not be accepted and the offer will be rejected)**

**(2) The above SOR is calculated as per present minimum wages applicable as on 01.10.2017(Govt of Gujarat) Rs.313.60. (which includes Basic Pay Rs.284.00 + Special allowance Rs.29.60)**

**(3) The unit rate indicated above includes basic pay, special allowance, PF, Bonus, PL/PH, workmen compensation, Transportation, House Rent, Risk Allowance, Shift allowance, remote working, medical & medical checkup / accident / causality / insurance, tools tackles, safety appliances, uniforms, license etc but exclusive of service charges.**

**(4) GST as applicable will be paid extra by GIPCL on production of documentary evidence of payment of GST.**

### **Uniform Items required to be issued to the all the security personnel.**

1. Good quality stitched uniform ( 2 sets) in a year will all the accessories
2. Cap,
3. Whistle
4. Lanyard
5. Badges
6. Belt
7. Shoes good quality
8. Lathis
9. Torch Light (Rechargeable) good quality
10. Raincoat
11. Woolen Jersey

Note: - Bi-Cycles for patrolling duties

**Sign & Stamp of Bidder.....**



**PART “B”**  
**SCHEDULE OF QUANTITIES & RATES VASTAN, MANGROL, VALIA**  
**MINES AND SOLAR PLAT 1&2**

Sr. No.	Item	Unit	Qty. (Per day 24 Hrs.)	Unit Rate (In Rs.)	Total Amount per day (In Rs.)	Total Amount for one year considering 365 days (In Rs.)
1	Security Officer.	Man days	02	853.03	1706.06	8,73,100.73
2	Security Officer Extra Duty	Man days	02	343.00	686.00	
3	Security Supervisor.	Man days	07	803.03	5621.20	28,64,227.56
4	Security Supervisor Extra Duty	Man days	07	318.00	2226.00	
5	Security Guard (Ex-Serviceman)	Man days	53	703.03	37260.51	1,87,84,544.40
6	Security Guard (Ex-Serviceman) Extra Duty	Man days	53	268.00	14204.00	
7	Security Guard (Civil)	Man days	53	589.78	31258.40	1,57,42,597.31
8	Security Guard (Civil) Extra Duty	Man days	53	224.00	11872.00	
9	<b>For one year 365 days</b>					<b>3,82,64,470</b>
10	<b>TOTAL CONTRACT VALUE FOR TWO YEARS</b>					<b>7,65,28,940</b>
11	At the same rate as per schedule of rates.					
12	.....% above schedule of rates					

**NOTE:**

**(1) Bidding shall be on “(I) AT SOR RATES OR (II) AT SOR + -----% basis (Below bidding will not be accepted and the offer will be rejected)**

**(2) The above SOR is calculated as per present minimum wages of Govt of India for the security personnel working in Mines area Minimum Wages for Mines as per Govt of India as on 01.01.2017 circular No.F.No.1/13(2)/2017-LS-II dated 06.10.2017 which are Rs.536/- for skilled category and Rs.448/- for Semi skilled category**

**(3) The unit rate indicated above includes basic pay, special allowance, PF, Bonus, PL/PH, workmen compensation, Transportation, House Rent, Risk Allowance, Shift allowance, remote working, medical & medical checkup / accident / causality / insurance, tools tackles, safety appliances, uniforms, license etc but exclusive of service charges.**

**(4) GST as applicable will be paid extra by GIPCL on production of documentary evidence of payment of GST.**

**Uniform Items required to be issued to the all the security personnel.**

12. Good quality stitched uniform ( 2 sets) in a year will all the accessories
13. Cap,
14. Whistle
15. Lanyard
16. Badges
17. Belt
18. Shoes good quality
19. Lathis
20. Torch Light (Rechargeable) good quality
21. Raincoat
22. Woolen Jersey

Note: - Bi-Cycles for patrolling duties

**Sign & Stamp of Bidder.....**

#### **4.0 ANNEXURE-A**

**PERFORMA CERTIFICATE**  
(No claim, No arbitration)

To,  
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.

**SLPP/NANI NAROLI**

**Dist. Surat**

Dear Sir,

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

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

We hereby confirm with free consent as under:-

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

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

For, M/S.\_\_\_\_\_

Signature, Stamp and date.

## 5.0 ANNEXURE-B

**List of qualifying staff to be submitted with physical documents**

[illegible]

Contractor / Authorized Representative's  
Signature, Company's / Organization's Seal & Date

**7.0. ANNEXURE- C****LIST OF CLIENTS**

Sr. No.	NAME & LOCATION OF CLIENTS	TOTAL NO. OF SECURITY GUARD		PERIOD		NAME OF HOD WITH PHONE NUMBER
		ESM	CIVIL	FROM	TO	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						

Contractor / Authorized Representative's  
Signature, Company's / Organization's Seal & Date



## 8.0 ANNEXURE- D

### DEVIATION SHEET

Sr. No.	Annexure No. of Tender	Condition No of Annexure	Specification / condition as per Tender	Specification / condition as per bidder.

Contractor / Authorized Representative's  
Signature, Company's / Organization's Seal & Date

**Formats for documents to be submitted**  
**Annexure 1: Letter of Bid**

(On the letterhead of Bidder)

**Dated:**

To,

The General Manager,  
GIPCL- SLPP  
MANGROL.

**Subject:** With respect to tender for Selection of Service Provider for Security Services by deploying required number of security personnel to Safeguard, monitor & maintain security at various locations/ installations of GIPCL/SLPP.

Dear Sir, With respect to above mentioned subject, we are pleased to submit the bid. This offer is subject to all terms and conditions contained in the tender document. We have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this tender, we are not given any written or oral promise from the Authority.

The EMD (Bid Security) details are as follows:

Amount: \_\_\_\_\_ DD No./BG No. \_\_\_\_\_  
Dated: \_\_\_\_\_ Payable at \_\_\_\_\_ on Bank:  
\_\_\_\_\_, Validity period \_\_\_\_\_.

The Tender Fee in the form of Demand Draft details are as follows:

Amount: \_\_\_\_\_ DD No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Payable at \_\_\_\_\_ on Bank: \_\_\_\_\_ in favour of  
\_\_\_\_\_.

We are pleased to submit the following documents towards the same.

1. Technical bid as per terms of Tender
2. One copy of Price bid as per the terms of Tender.

We are fully aware that the Authority has right to accept any tender or reject any/all tenders without giving any reason and upon rejection of tender/tenders we shall not be entitled to any right with related to the Authority.

We have thoroughly read and understand all the terms and conditions of this tender and we promise to agree and abide by all the terms and conditions of this tender. We have signed and sealed each and every page of this tender document and provided all true information/documents.

**(Signature and stamp of the Authorized signatory of Bidder with date)**

**Annexure 2: Bidder Information** (On the letterhead of Bidder) All Bidders are required to furnish the information in this format.

1	Name of firm	
2	Head office address ..... .....	
3	Local office address (if any) ..... .....	
4	Telephone	
5	Facsimile	E-mail
6	Place of Incorporation/ Registration	Year of Incorporation/ Registration
7	Whether Company / partnership / Proprietorship or any other	
8	IT Permanent Account Number (copy to be enclosed)	
9	Provident Fund Number allotted by Regional Provident fund office (copy to be enclosed)	
10	ESI Registration Number	
11	GST Registration Number	
12	Professional Tax Registration Number	
13	Registration details with Gujarat Private Security Agencies Rules-2007 made by the Government of Gujarat under the provisions of the Private Securities Agencies Regulation Act 2005 (No. 29 of 2005).	Provide Evidence
14	Main lines of business 1. .... Since : ..... 2. .... Since : .....	

*All Bidders are required to furnish the documents such as MOA, AOA, Partnership Deed, Service tax registration and registration as may be applicable.*

**(Signature and stamp of the Authorised signatory of Bidder with date)**

### **Annexure 3: Bidder's Turnover**

Name of Bidder:

All Bidders shall provide the information in the format as per this form. The information supplied shall be the annual turnover of the Bidder for last three financial years. This should be from Audited results only.

Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:

<b><i>Annual turnover for the last three years</i></b>	
<b>Year</b>	<b>Turnover (in Rs. crore)</b>
2014-15	
2015-16	
2016-17	
Average of above	

The Bidder shall have to submit, Audited statement for last three years.

**Annexure 4: Summary of successful completion of Assignment/Deployment during last three years**

Name of Bidder
----------------

Bidders shall provide information on Assignment/Deployment for security services executed during last three years.

Sr No	Name of Employer / Client	Name of the contract location and nature of their work	No of security guards deployed	Contract amount in Indian rupees & date of contract	Actual date of start	Actual date of completion	Evidence in term of work order and completion certificate from client (Yes/No)

The bidder must provide Evidence/supporting documents in terms of work orders and successful completion certificate from clients.

**(Signature and stamp of the Authorised signatory of Bidder with date)**

### **Annexure 5 : Past Experience of Security Business during last five years**

Bidders shall provide information on Assignment/Deployment for security services executed during last three years.

Sr No.	Name of Employer / Client	Name of the contract location and nature of their work	No of security guards deployed	Contract amount in Indian rupees & date of contract	Actual date of start	Actual date of completion	Evidence in term of work order and completion certificate from client (Yes/No)

The bidder must provide Evidence/supporting documents in terms of work orders and successful completion certificate from clients.

The bidder shall also provide statutory auditor's certificate specifying that the bidder is in the security service business since last five years. Also provide client's work order during that period.

**(Signature and stamp of the Authorised signatory of Bidder with date)**

### Annexure 6: Details of Key Personnel

The Bidder shall provide details and information of key personnel in table provided below.

Sr No.	Name of the Employee	Designation and Year of experience with Bidder	Qualification	Total Experience	Whether served in Defense force or Police Department (As per clause 2.2 (d) of ITB) and also provide tenure of services and evidence of service records.
1					
2					

The bidder shall also have to provide the detailed CV of Key personnel specified in clause in following format.

Sr No.	Particulars	
1	Name	
2	Qualification	(Bidder shall also provide supporting certificates)
3	Whether served in Defense force or Police Department (As per clause 2.2 (d) of ITB)	Provide tenure of services and evidence of service records.
4	Employment record (Nature and no of years of experience with difference organization)	
5	Date of Birth	
6	Any other information	
7	Signature of Project Manager	

Record of no. of persons employed by the bidder

Sr No.	Employee	No	Whether Contractual or permanent employee (provide details)
1	No of Supervisors		
2	Gunmen		
3	Guards	Male :  Female :	

**(Signature and Stamp of the Authorized signatory of Bidder with date)**



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

ANNEXURE

**PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE**  
**(To be stamped in accordance with Stamp Act)**

Ref : .....

Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

To

M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist.Surat  
Gujarat-394 110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at ..... (address) ..... (hereinafter referred to as the "CONTRACTOR" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by the CONTRACTOR dated .....valued at .....for (scope of order) .....and the contractor having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warranty period of ..... Months under the said LOI/Order equivalent to.....\*(percent) of the said value of the order to the purchaser

(Name & address of Bank) .....  
having its Head Office at ..... (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) ..... (in words) ..... as aforesaid at any time upto (days/months/year)



\*\*..... without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the contractor, thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the CONTRACTOR. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between the Purchaser and the CONTRACTOR or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matter aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs..... and it shall remain in force up to the including .....unless a written demand to enforce any claim under this Guarantee is lodged with us before expiry date, the Bank will be discharged from its liabilities under this Guarantee. This Guarantee shall be extended from time to time for such period or period as may be desired by the ..... on whose behalf this guarantee has been given.

Dates this.....day of .....20 at.....

.....  
Signature

Banker's rubber stamp:  
Name  
Designation with  
Bank stamp:  
Attorney as per power of  
Attorney No.  
Dated: Note:

\* This sum shall be five Percent (5%) of the Order Price P.A.

\*\* The date will be the date of end of the Warranty period as specified in the order

The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

**1.0 ANNEXURE**

**PROFORMA FOR BANK GUARANTEE FOR EMD**

**(To be stamped in accordance with Stamp Act)**

Ref .....

Bank Guarantee No.....

Date .....

Guarantee cover period: From .....To .....

To

M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.

P.O.Petrochemical-391346,

Dist. Baroda

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification No.....Dated.....M/s..... having its Registered/Head office at..... (Herein after called the Bidder) wish to participate in the said Bid for .....

As an irrevocable bank Guarantee against Bid guarantee for an amount of Rs..... valid for one (1) year from ..... is required to be submitted by the Bidder as a condition precedent for participation in the said Bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the..... Bank at ..... having our Head Office at (local address) ..... Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the "Purchaser") (In figures) ..... (In words)..... without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the Bidder, thus far and no further.

This Guarantee shall be irrevocable and shall remain valid up to ..... if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from ..... on whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this ..... day of .....20..... at.....

.....  
(Signature)

.....  
(Name)

Designation with Bank

Stamp:

Attorney as per Power of  
Attorney No.

Dated .....



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

**PRE-QUALIFICATION BID (Check List)**

**ARC OF SECURITY & VIGILANCE SERVICES – GIPCL-SLPP**

1.	Name of Security Agency / Contractor and full address of Head Office.	
2.	Name of Proprietor.	
3.	Date and Place of Registration of Agency / Contractor.	
4.	P.F Number with allotment letter.	
5.	Bidder should enclose P.F code allotment letter preferably Gujarat State along with Labour Licenses and E.C.Policy copies of previous order.	
6.	GST registration Number. Copy of same should be submitted.	
7.	Total number of branches in Gujarat and in India.	
8.	Total number of Ex-Service Men (ESM) security Guards employed by your agency.	
9.	Total number of clients to whom 100% ESM security guards are being provided (provide details as per att. Annexure-I).	
10.	Work Order & performance certificates from 3 different clients where more than 50 ESM guards have been provided.	
11.	Any other additional information about your Agency.	
12.	No. of years of experience (minimum 05 years) in similar nature job in power plants / process industries etc., and should enclose proof of the same	
13.	Bidder should have annual turnover of <b>Rs.114 lacs</b> for each of last three financial years <b>i.e. 2014-15, 2015-16 &amp; 2016-17</b> . Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of	

	MOU for this purpose will not be entertained. In case if one or more price bids found same, the agency which is having largest turnover in average of last three years will be awarded the contract.	
14.	Bidder should have executed similar work with single order value of minimum Rs.229 Lakhs <b>or two orders value of 153 lacs each</b> or <b>three orders value of not less than 114 lacs</b> each during any one <b>out of last 3 years</b> (2014-15, 2015-16, 2016-17) and should enclose proof of the same.	
15.	The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. (Copy of the same to be submitted).	
16.	<b>The bidder should posses all such licenses applicable, which are necessary for execution of the job.</b> The Bidder should enclose all the evidences, documents, work orders, proofs in original for qualifying in further proceedings.	
17	The agency should quote with minimum and maximum number of manpower which the agency can supply within twenty four hours, on demand.	

**Note:-** Required proof should be enclosed for all the above information's.

**Note:-** Rs.5,50,000/- (Rupees Five lac fifty thousand only) is to be paid as Earnest Money Deposit (Non interest bearing) by Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd, payable at SBI, Mangrol Motamiya, Dist. Surat or Bank of Surat, Mosali, Dist. Surat along with the pre-qualification bid. This would be converted as Security Deposit (non-interest bearing) in case of successful bidder and will be returned after successful completion of the contract.

Date:  
Place:  
Office Seal:

Signature:  
Name:  
Designation:



### **PRE-QUALIFICATION INFORMATION**

1	Name, address, cell phone and e-mail address of office of the Service Provider	
2	Certified copy of registration(with state government, central * government, municipal corporation)	
3	Name and address of owner/partners/power of attorney *	
4	Cell no./Phone no./FAX no./Email address of owner/partner/sole proprietor of agency	
5	Details of Owner with certified copy of document for * constitution of the Firm/ Company of Service Provider (Sole proprietor, partnership/ company/ cooperative society)	
6	Certified copies of following certificates *	
	<p>a. Professional Tax Registration *</p> <p>b. GST Registration *</p> <p>c. PAN (Income tax) *</p> <p>d. P.F Registration *</p> <p>f. Valid license issued by regional labour commissioner.*</p> <p>g. License in Form-VI ISSUED by the * Inspector General of Police (law and order) or Gujarat State under Private Security Agency Act 2005 and Rule 9 of Gujarat Rules 2007 framed under the said Act (when Security Guards with weapons are to be supplied)</p> <p>h. Whether the security guards with weapons intended to be</p>	

	supplied possesses valid license yes or no*	
	i. Copy of ISO certificate preferable*	
7	Date of commencement of profession*	
8	Annual turnover of preceding three (03)* financial years (enclosed C A certified copies) 1. 2014-15* 2. 2015-16* 3. 2016-17* (Minimum requirement for qualification is, Average Annual Turnover of above three years shall not be less than 114 Lakhs P.A.)  Note:- (Annual Financial Accounts certified by C A should be attached)	

9	Details of providing /completed such services(security service only ) during preceding three (03) years (including current one) with information as under* Government/semi government / public limited company / bank/hospital university / colleges/industries/hotels etc.				
Sr no	Institute / company name, address, telephone / mobile no.	Period of contract date : ____ to:____	Amount of annual contract	Nos. of security personne I supplied	Whether the contract is completed yes or no? if completed then attach completion
1	2	3	4	5	6

Note:

- (1) Certified copies of work-orders and certificate of the Institution/s for having been rendering services satisfactorily.\*
- (2) If contract is completed attach certified copy of completion certificate.\*
- (3) The information of financial year 2014-15,2015-16,2016-17 and current year should be provided in chronology.\*
- (4) Work order and completion certificate must clearly define that the work is of security service.\*

10	Submit certified copy of IT returns and audit report *	
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11	<p>Total no. of staff with agency</p> <p>(a) Security in-charge</p> <p>(b) Security supervisor</p> <p>(c) Lady security guards</p> <p>(d) Security guards without arms</p> <p>(e) Security guards with arms</p> <p>(f) Administrative staff</p> <p>Note: He must have the minimum strength of security guards without arms/with arms not less than 200 in his payroll (with proof) and for that he must provide the documents of EPF and professional tax challans. *</p>	
12	Declaration signed before Notary about pre-history of no defaulter of financial institution	
	<p>a. No Police/ Court case from date of commencement of profession to date of offering bid</p> <p>b. To pay not less than minimum wage Act should be given as mentioned below.</p>	
13	Details of tender fee/EMD/Bank solvency certificates provided for this work	
14	List of client to whom security services is provided currently with name, address, telephone no., cell no., nos. of guards/gunmen provided to clients etc.	
16	Any other information which supports about best services being provided by the agency.	
17	Work Order & performance certificates from 3 different clients where more than 50 ESM guards have been provided.	

### Special Note:

- (1) The details as marked with, “ \* “ shall be provided with certified photo copy, reference letter, authorized certificate otherwise tender will not be considered.
- (2) Details required in Para (12) shall be submitted in original notarized document.
- (3) D.D. of tender fee/EMD to be submitted in original.
- (4) If any false information with a malafied intension of getting qualified will be treated serious and his EMD is likely to be forfeited and he will be blacklisted for not giving any work in future.
- (5) GIPCL may ask to produce original documents if required.

**Notarized declaration shall be as per below on stamp paper:**

I/We am/are \_\_\_\_\_ do hereby declare that our firm is not black listed and no inquiries/cases are pending against us, by Govt. of India / Govt. of Gujarat or any State Board/Universities/corporation, since inception of the firm/company.

I/We am/are \_\_\_\_\_ do hereby declare that I/am/We/are not defaulter of any financial institution and no police/court case is implemented against us from the date of commencement of profession to the date of offering the bid.

I/We am/are further undertake to pay the employees /workers deployed not less than minimum wages act and other incidentals as per the provisions of the relevant Act.

I/We am/are further undertaking that if above declaration proves to be wrong /incorrect or misleading our tender/contract stands to be cancelled/terminated.

**Place     :**  
**Date     :**

**Seal and Signature of Authorized person**





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

**ANNEXURE-E**

Reference PO Number  
Integrity Pact No. :

Date:  
Contract Period

**ETHICS PACT**

**OUR ENDEAVOUR**

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

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

**Seal & Signature**  
(GIPCL's Authorized Signatory)

**Name** :  
**Designation** :

**Seal & Signature**  
(Party's Authorized Signatory)

**Name** :  
**Designation** :

(Note: It is voluntary on the part of the second party to sign the Ethics Pact, but efforts are made by GIPCL Management to convince it to sign the same. For this purpose, the second party (i.e. Contractor / vendor / supplier / service provider) is at liberty to suggest changes in the contents of the Ethics Pact to suit its comfort level.



GUJARAT INDUSTRIES POWER COMPANY LIMITED  
(Surat Lignite Power Plant)

**ANNEXURE-F**

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

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

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

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

Signed and Stamp by the  
Authorized Signatory of the Bidder



GUJARAT INDUSTRIES POWER COMPANY LIMITED  
(Surat Lignite Power Plant)

## **ANNEXURE-G**

### **Declaration of Contractual Disputes / Litigations**

I \_\_\_\_\_ on behalf of \_\_\_\_\_ 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 India departments/Undertaking/ Govt of Gujarat Undertaking / GoG supported Companies, including GIPCL, and also having no tax dispute with any of departments ( if any dispute is pending the same should be indicated separately )

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 / undertaking / 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

PLACE: \_\_\_\_\_

DATE: \_\_\_\_\_

Signed and Stamp by the  
Authorized Signatory of the Bidder