

Tender Specification

Sub: Annual Rate Contract to provide services of Hydra with Operator for plant and other miscellaneous work.

1. Scope of Work

Scope of work under this work order broadly covers to provide service of Hydra with skilled driver possessing valid license with diesel, tools & tackles and slings as and when required basis. GIPCL may require two or more hydra in a single day in case of emergency at plant.

Sr. No	Descriptions	Qty.
1	Hydra with a specification of boom length of 42 feet or more and capacity 14ton	2nos.

2. Response Time

The response time to provide service of hydra to our site shall be maximum 8 hours.

3. Per day working limit:

Per day working hours is 8 Hrs (08:30 to 17:30 hrs including one hour lunch break) and driver along with vehicle should report at 8.30 AM whenever your service is required. However, rate for hydra per hour shall be paid extra after beyond 8 hours of services i.e. after 17:30 hrs.

4. Bid Validity

The submission of the Bid with the documents and specifications shall also constitute an agreement, that, the Bidder shall have no cause for action or claim, against the Owner in case of rejection of his bid. The Owner shall always be at liberty to accept or reject any Bid or Bids at their sole discretion and any such action shall not be called into question and the Bidder shall have no claim in this regard against the Owner.

The bid validity shall be kept valid for 180 days from the date of offer. In case any Bidder quotes a lower validity period than that called for above, his offer shall be rejected.

5. EARNEST MONEY DEPOSIT

5.1 Bidder has to submit an EMD of Rs. 25000 /- (Rupees Twenty Five Thousand only) along with tender. The EMD shall be in the form of either –

a) A crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. payable at Vadodara.

OR

b) An irrevocable Bank Guarantee drawn on any Nationalized Bank including public sector bank, ICICI Bank, HDFC Bank, IDBI, KALUPUR Commercial Co-operative Bank, Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB bank, ING Vyasya Bank, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative Bank Ltd, The Mehsana Urban Co-operative bank Ltd or Nutan Nagrik Sahakari bank Ltd in favour of Gujarat Industries Power Company Ltd. Proforma of BG is enclosed herewith as Section-F.

- c) In case EMD is paid in the form of BG, it should be valid for 180 days from the due date of submission of offer. The EMD of the unsuccessful bidders will be returned to them after the award of the work order to the successful bidder. Any bid not accompanied with EMD will be rejected. In case, any Bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited.
- d) No interest shall be payable on EMD.
- e) EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.

5.9 SCHEDULE OF EMD

EMD & other documents to be submitted in physical form within three working days after due date of closing of the tender	Address for Submission: ADD. GENERAL MANAGER –MATERIAL & CONTRACT GUJARAT INDUSTRIES POWER CO. LTD., P.O. Petrochemical – 391346 Dist:- Vadodara
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6. SUBMISSION OF BID

The bids shall be submitted in two parts viz. **Part 1**-(Prequalification & Techno-commercial Bid) and **Part 2** - (Price Bid)

Note: EMD to be submitted in physical form within two working days after due date of closing of the tender.

Part-1 Pre-qualification & Technocommercial Bid without price shall be submitted along with the following documents.-

- (1) RTO Copy of Hydra (Bidder should have ownership for one no. hydra).
- (2) Bidder should have minimum average annual turnover of Rs. 04 lacs for last three financial years i.e. 2016-17, 2017-18 and 2018-19. 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.
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.
- (3) Name of Operator/skilled driver with valid driver license copy.
- (4) Copy of EMD as per clause no. 5
- (5) Copy of GST registration number if applicable.
- (6) Copy of Income Tax Permanent account No (PAN) of the firm.
- (7) Form-10 certificate, Insurance copy.
- (8) Certificate in your letter pad giving confirmation for having 42 feet boom length.
- (9) Capacity along with datasheet of Your Hydra and its specification.
- (10) 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 bid:

- i. All technical specifications, technical details, copy of un priced bids and Commercial terms and conditions (other than price)
- ii. Schedule of deviation (**Annexure-B**) Technical as well as commercial, if any.

Bids not consisting of above documents are liable to be rejected.

Part - 2 Price Bid

Price bid should be submitted only in soft form through GIPCL E-Portal as per **Annexure-A**. GST Tax shall be quoted extra, if any. Conditional price shall not be considered for evaluation.

7. SCHEDULE OF DEVIATIONS.

Schedule of Deviations' attached as ANNEXURE-B to these specifications. Only those deviations Wherever the Bidder deviates from the specifications, the same shall be listed out in the 'Schedule which are listed in this Annexure shall be considered. Deviation indicated elsewhere, shall be rejected.

8. 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 will be treated as non responsive and shall be rejected at the outset itself.

9. AWARD OF CONTRACT

GIPCL will award the contract to the 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. GIPCL may split the contract between two parties as it may deem appropriate.

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.

10. CONTRACT PERIOD

The contract period shall be till completion of contract quantity.

11. CONTRACT PERFORMANCE GUARANTEE (SD)

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at 10% of the "Annual Contract Price (excluding tax & duties)" from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in Annexure-D, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol 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 Performance Bank Guarantee (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 initial SD will result in equivalent late release of entire SD after guarantee period.

12. ASSIGNMENT & SUB-LETTING

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

13. TERMS OF PAYMENT

- i. 100% Payment shall be released on submission of invoice along with log sheet of work done certified by GIPCL Engineer in charge within 15 days.
- ii. Citing the GST no and the date of issue of registration certificate on invoices, if applicable.
- iii. Claim of GST amount with percentage (%) separately shown on the invoices, if applicable.
- iv. The GST for the first month /quarter of start of work order shall be paid without any proof of remittance of the GST. However in subsequent months, the challan of GST paid during previous month/quarter along with statement of invoice no for which GST paid has to submit.
- v. Permanent Account Number (PAN) should appear clearly on the invoice.
- vi. Income tax as per the then prevailing rule will be deducted at source from payment claimed in the invoice.

14. VALIDITY AND UNIFORMITY OF RATES

The rates shall be till completion of quantity. Tentative period is two years.

GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

15. DEDUCTION FROM CONTRACT PRICES

All costs, charges or expenses payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Contractor. Such amount or due may be paid by the Company and the Company shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's monthly RA bills

16. TERMINATION OF CONTRACT BY GIPCL

GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days 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. Any major deviations from contractual terms and conditions including quality of job.

13. RECOVERY CLAUSE:

Recovery shall be done to the extent of damage in case any claim of damage of any equipment/machinery due to negligence of driver or any other reasons attributed to you.

14. SETTLEMENT OF DISPUTES

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

15. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of General Manager (SLPP) - GIPCL will be final and binding on the contractor.

16. STATUTORY COMPLIANCE, SAFETY CLAUSE ETC:

You shall observe all safety rules & regulations of GIPCL (SLPP) which are at present in force and which may come into force during the period of this contract. Driver shall possess all personal protective equipments (PPEs) for safe working at site. Bidder shall ensure that all the statutory compliances, safety clauses, GIPCL's rules and regulations are followed strictly while execution of contract

- a. The contractor shall issue helmet of yellow color, safety shoe having ISI marked to all their workers. The helmet shall have embossed the name of Contractor & identifications, good make/brand, proven quality with ISI marked and valid IS certificate.
- b. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workers immediately after execution of the contract and the Contractor shall ensure that his workmen wear the protective equipment at all times during the work operation.
- c. It is responsibility of contractor to ensure that his workers are wearing required PPEs as per work requirement throughout the contract period.
- d. Contractor will reissue/replace PPEs in case of damage or misplacement of the same. Damaged helmet and shoe shall be submitted by workers.
- e. 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

actual cost plus 25% overhead charges on total value will be deducted from the contractor bill.

- f. All PPEs and other safety gears/safety related equipments shall be made as per relevant Indian Standard or International standard. A copy of the certificate of the mark of PPEs shall be submitted to safety department.
- g. Contractor shall maintain PPE issues register with signature of each and every workman and same to be submitted to GIPCL/safety in charge.
- h. You shall carry out the job with utmost care and shall be responsible for your own safety.
- i. You must fulfill all the safety regulations and shall take safety measures to avoid any unforeseen accident.
- j. You shall indemnify GIPCL of all losses arising out on account of the failure of your workmen in adhering to safety precautions and regulations.
- k. Violation of any rules and regulations would entail immediate termination of contract.

ANNEXURE-A

Price Bid:-

Sr. No.	Description	Qty.	Rate in Rs.	Total in Rs.
1	To provide service of 14 MT Hydra having 42 feet boom length for 8 hours(One Day) with skilled driver possessing valid license (tools, tackles, diesel or any other expenses to be incurred to execute this contract shall be in contractor/service provider scope)	300 days		
2	Above services after 8 hours of utilization	200 hrs		
3	Total Basic Value			
4	GST , if applicable			
5	Total in amount			

Rates Quoted shall be firm & not subject to any variation throughout the contract period.

The above quantities are approximate & + 10 % variations in quantity are allowed without variation in unit rate quoted.

Note:-

1. Hydra shall be having Boom Length: - 42 or above feet and with minimum capacity of 14 ton.
2. All consumables like diesel, tools & tackles and slings are in Party's scope.
3. Hydra Operator should have valid license & shall comply all the legal and statutory rules which comes into force from time to time during the execution of contract.
4. Hydra shall be utilized as & when required basis.

ANNEXURE –B

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE -C
PERFORMA FOR BANK GUARANTEE FOR EMD
(To be executed on non-judicial stamped paper of appropriate value)

B.G. No. _____

Date : _____

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara – 391 346, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called “the said tender”) to M/s.
.....(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit
a Bank guarantee for Rs..... (Rupees
.....only) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

...2....

5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

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

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

ANNEXURE-D
PROFORMA FOR CONTRACT SECURITY-CUM-PERFORMANCE
GUARANTEE BY SELLER / CONTRACTOR.

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

B.G. No. _____

Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company's contract No./ P.O.No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....
Corporate Seal of the Bank

.....Bank
By its constitutional
Attorney Signature of duly
Authorized person
On behalf of the Bank
With Seal & Signature code