



GUJARAT INDUSTRIES POWER COMPANY LTD
BARODA

TENDER NO: Mat.34/MM/SAPAMS/20-21/

Tender Date: 01.02.2020

Tender Due Date: 24.02.2020

REQUEST FOR PROPOSAL (RFP)
FOR

SAP MAINTENANCE SUPPORT
AT GIPCL



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

INDEX

<u>Sr. No.</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>	
		From	To
(1)	<u>NOTICE INVITING TENDER (NIT)</u>	3	3
(2)	<u>SECTION - A</u> (Instructions to Bidders)	4	20
(3)	<u>SECTION- B</u> (Instructions to Bidders for online tendering)	21	22
(4)	<u>SECTION- C</u> (General Conditions of Contract)	23	30
(5)	<u>SECTION - D</u> (Special Conditions of Contract)	31	41
(6)	<u>SECTION - E</u> (Price Bid / Commercial bid)	42	43
(7)	<u>SECTION - F</u> (Annexure and Forms)	44	54

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



NOTICE INVITING TENDER (NIT)
TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt.01.02.2020

Item Description	Maintenance Support for SAP ECC 6.0 modules implemented at GIPCL
Mode of Support	Off site
Contract Period	One year
Earnest Money Deposit	INR 50,000 by Demand Draft in favor of GIPCL payable at Baroda or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	INR 2,500 by Demand Draft in favor of GIPCL payable at Baroda.
Pre-bid meeting at GIPCL Baroda	7th February 2020 at 11.00 AM
Availability of online e-Tender document	On website https://gipcl.nprocure.com
Last date of online submission of offer	24.02.2020 up to 17:30 hrs. on website https://gipcl.nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before 24.02.2020 during office hours at office of Gujarat Industries Power Company Ltd. , P.O.Petrochemical-391346, Dist.:Vadodara, Gujarat – India.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc. may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through website <https://gipcl.nprocure.com>.
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

Addl. General Manager (M&C)
Gujarat Industries Power Company Limited
P.O. Petrochemicals – 391346, Dist. Vadodara
Gujarat – India. Phone: (0265) 2234252. E-Mail: purchase@gipcl.com



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

SECTION-A
INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

Gujarat Industries Power Co. Ltd (GIPCL) was incorporated in 1985 as Public Limited Company under the auspices of Government of Gujarat. The company is engaged in business of Electrical Power Generation. The total present capacity plants incl. Solar and wind mills plants across Gujarat is 1084.4 MW. The company is having its registered office at P.O. Petrochemical, Vadodara, Gujarat. GIPCL has implemented SAP ERP ver.4.6B, in the year 2002 at its Baroda office and plant. GIPCL upgraded SAP from 4.6B to 4.7C version in the year 2006 and rolled out it to its SLPP plant at Mangrol, Dist. Surat. In 2011 company had upgraded the version to SAP ECC 6.0 and added HR&A and Payroll modules. Following modules are currently used by the company.

FINANCE / CONTROLLING (FI / CO)

MATERIALS MANAGEMENT (MM)

PLANT MAINTENANCE (PM)

HUMAN CAPITAL MANAGEMENT (HCM) / EMPLOYEE SELF SERVICE (ESS) /
MANAGEMENT SELF SERVICE (MSS)

PROJECT SYSTEM (PS)

SALES & DISTRIBUTION (SD)

PROCESS INTEGRATION (PI)

SOLUTION MANAGER

CUSTOMIZED MODULES DAILY GENERATION REPORT (DGR), ASH HANDLING SYSTEM,
DEMINERALIZED WATER (DM) WATER SALES, CUSTOMIZED GOODS & SERVICE TAX
(GST) SOLUTION (DEVELOPED IN ABAP)

SAP Landscape at GIPCL

Solution Manager

ECC 6.0 EHP8

Development

Quality

Production



ENTERPRISE PORTAL (EP)

Development

Production

PROCESS INTEGRATION (PI)

Development

Production

2. SCOPE OF WORK:

GIPCL is looking for selection of competent agency capable of providing off-site support for company's SAP ERP system across all locations.

THE SITE

GIPCL BARODA & SLPP, Nani Naroli.

THE SCOPE

A description of the envisaged scope is enumerated as under. Based on the contents of the RFP, the selected successful bidder shall be required to independently arrive at the Methodology, based on globally acceptable standards and best practices, as per GIPCL requirements. The GIPCL expressly stipulates that the selection of successful bidder under this RFP is on the understanding that this scope contains only the principal provisions for the entire assignment. The successful bidder shall be required to undertake to perform all such tasks, render requisite services and make available such resources as may be required for the successful completion of the entire assignment at no additional cost then quoted to GIPCL.

3. GENERAL INSTRUCTIONS:

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the site as well as General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before



submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

- 3.4 Before quoting the 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 at work place as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to opening of the Bid on account of mobilization or Safety costs.
- 3.5 Bidder shall have to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during Pre-Bid meeting if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 A Pre-Bid meeting will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL Baroda. Bidders or his authorized representative with authorization letter shall attend the Pre-Bid meeting. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 3.12 During evaluation of Bids the Company may, at its own discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.



- 3.13 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.14 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.15 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.
- 3.16 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.17 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.18 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 Gujarat Industries Power Company Ltd., Vadodara and SLPP after downloading the tender copy from website <https://www.nprocure.com> and <https://gipcl.nprocure.com> or website: <http://www.gipcl.com/> to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings 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, magnitude of the works. Contractor has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.

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, confined area. 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 Engineer.

5. **ELIGIBILITY CRITERIA:**

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

Sr. No	Particulars	Bidder	Documents Required
1	Black listed Company	Should not be in the “Blacklist (Banned list)” released by the PSUs, Government of India, Government of Gujarat or any other Government body.	Self attested letter by Bidder on its letterhead Respectively.
2	GST/Tax Registration	GST registration No., PF code and PAN numbers	Authenticated copies of certificates
3	Annual Turnover	Should have a minimum average turnover of Rs. 10	Audited financial statements for the past three



		Crores (or equivalent amount in any foreign currency) in past three financial years	financial years (namely FY 2016-17, 2017-18 and 2018-19).
4	ERP Implementation / Upgradation Experience	<p>Bidder should have minimum of 5 years of experience in SAP implementation / upgrade / Support.</p> <p>The bidder should have worked on at least two SAP ERP maintenance support experience in following modules:</p> <ul style="list-style-type: none"> ➤ FI/CO ➤ MM ➤ PM ➤ HCM/ESS/MSS ➤ PS ➤ SD ➤ PI ➤ Solution Manager ➤ ABAP <p>Consultant should have minimum 5 years of experience in the support / implementation of modules for which deputed.</p>	<p>Project Description with, dates, project completion certificates (preferably from the client for these three projects) and reference names of concerned officials and financial value of projects performed.</p> <p>Profiles of specific project experience by the bidder</p>



5	SAP Partner Status	The Bidder should be an Authorized Partner of SAP. The Bidder should possess the authorization of SAP to supply customize, implement and support SAP solutions.	Partner Status certificate from SAP
9	Number of Employees	The bidder should have its SAP Delivery Center/R&D/ SAP CoE in India with overall employee strength not less than 100 employees in its payroll as on 31st March 2019.	Self Certification from Authorized Signatory
10	Site visit	The bidder's technical team shall visit site to carry out detailed system study to understand exact requirements and scope of work	Site visit certificate

- 5.1** Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **Three years out of 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. The experience should be either of the following:

One similar completed work each costing not less than the amount equal to Rs. 26.40 Lacs.

OR



Two similar completed works each costing not less than the amount equal to Rs.16.50 Lacs.

OR

Three similar completed works each costing not less than the amount equal to Rs. 13.20 Lacs.

- 5.2** Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.
- 5.3** The above mentioned eligibility criteria should be necessarily met, and adequate documentary proof be submitted for verification. If any of the bidders don't qualify then their technical bid will not be considered.
- 5.4** Bidders are requested to submit all the supporting documents required. The documents received in the bid will be treated as full and final one & evaluation will be carried out accordingly.
- 5.5** Tender fee: The tender fee shall be accompanied in form of Demand Draft.
- 5.6** EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8.
- 5.7** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.8** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.9** 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.
- 5.10** Net worth of the bidder should be positive as evident from audited accounts from last financial year.

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.



6. PRE-BID MEETING:

A pre Bid meeting will be arranged at office of Gujarat Industries Power Co. Ltd. Baroda as per details given in the NIT (Notice Inviting Tender). All the Bidders are required to attend or send their authorized representative along with authorization letter for attending this meeting. It is desired to attend the Pre-Bid meeting for timely completion of awarded works.

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 Company, shall be written in the English language. Any printed literature furnished by the Bidder, written in another language shall be accompanied by an English translation for the purpose of interpretation of the Bid.

8. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE:

8.1 An EMD of INR 50,000 (Fifty Thousand) and Nonrefundable Tender fee INR 2,500 (Two Thousand Five Hundred) shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Bank

Payable at: Baroda

8.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Bank as per Performa of BG enclosed with this e-tender under Section-F.

8.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid

8.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.

8.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.

8.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.

8.7 No interest shall be payable on EMD.



8.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

8.9 SCHEDULE OF EMD & TENDER FEES:

EMD & Tender fee and other documents dully signed to be submitted in physical form latest by 15.00 PM on due date of Tender.	<u>ADDRESS FOR SUBMISSION:</u> AGM – (M&C) GUJARAT INDUSTRIES POWER CO. LTD., P.O. Petrochemicals 39136, Dist.: Vadodara Gujarat Phone : 0265-2234252
--	---

9. SUBMISSION OF BIDS:

9.1 MODE OF SUBMISSION:

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

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

Note: Tender fee and EMD shall be submitted in physical form latest by 15.00 PM on due date of tender.

(a) PRE QUALIFICATION AND TECHNO-COMMERCIAL BID WITHOUT PRICE:

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

1. Qualification and experience of site in charge.
2. Schedule of deviation (Annexure-D) Technical as well as commercial, if any.

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



1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria.
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any) and execution details.
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.

(b) PRICE BID:

1. Price Bid shall be submitted only in soft form through website <https://gipcl.nprocure.com>.
2. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

9.2 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.

10. MODIFICATION AND WITHDRAWAL OF BIDS:

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

11. POLICY FOR BIDS UNDER CONSIDERATION:

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



6 EFFECT AND VALIDITY OF THE BID:

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

13. OPENING OF BIDS:

- 13.1 The GIPCL will open the pre-qualification/Technical Bid/price Bid. The tender will be opened by the authorized officers of GIPCL.

13.2 PRELIMINARY EXAMINATION:

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

- 13.2.2 Arithmetical errors will be rectified on the following basis:

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

14. EVALUATION & COMPARISON OF BIDS:

- 14.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.



- 14.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 14.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 14.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 14.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 14.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 14.7 For the above referred purpose, a 'material deviation' shall be one which:
- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

15. RIGHT OF REJECTION OF TENDERS

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



- 15.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 15.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

16. AWARD OF CONTRACT:

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.

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.

17. CONTRACT PERIOD:

- 17.1 The contract will be for a period of one year from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').
- 17.2 **GIPCL reserves the right to extend the Contract Period up to one more year on the same rates and terms and conditions without any price escalation and entering into any new contract.**

18. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:

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" from any Nationalized Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit 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 Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

19. 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.

20. CONTRACTOR'S OBLIGATIONS:

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL personnel engineer and who shall bear overall responsibility for performance of the contract.
- (iii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (iv) If the contractor fails to complete the job in time as per tender's terms and conditions, GIPCL will execute the job through other agency at the risk and cost of the contractor & the same will be recovered from the Contractor's bill.

B: TOOLS:

- (i) Contractor's official shall carry their own laptops and other required equipments while visiting GIPCL.

21. CLARIFICATION OF BIDDING DOCUMENTS:

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



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'.

23. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION:

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GIPCL or during Pre-Bid meeting. All such interpretations and clarifications shall form a part of the Bid documents.

24. PAYMENTS:

All the payments against the work order shall be in Indian currency and payable through online mode only.

25. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID:

- a. The price bid shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. No separate amount shall be payable for fulfillment of contractual obligation of the contractor.



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format which Bidders can download from the website <https://www.nprocure.com> and <https://gipcl.nprocure.com> and It can also be viewed from Company's website www.gipcl.com.
2. Price bid should be submitted online through the website <https://gipcl.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only.
3. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
4. All bids should be digitally signed.
5. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our Vadodara office..

[1] Tender Fee, [2] E.M.D. covers [3] Supporting Documents for Technical Bid.

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.

REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.



- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com>.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317,

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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 favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the "Annual Contract Price" from any Nationalized Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit 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 Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

2. RECOVERY CLAUSE

- (i) In case of any damage of SAP Landscape due to negligence of contractor or any other reasons attributed to contractor the decision of Corporate IT head 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 quarterly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work within the time frame given in work order, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.



3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT:

The contractor shall not assign or sub-let any part of the contract to any other party or agency without written permission from GIPCL.

4. 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.

5. 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 time bound completion of work & workmanship then GIPCL has right to terminate the contract at any time by giving him one month 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 one month 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. Any major deviations from contractual terms and conditions including quality of job.



6. FAILURE & TERMINATION:

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

If the contractor fails to execute the work as per directions of GIPCL within the time frame given, GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 15% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

In case if contractor's services are not found satisfactory with respect to, time bound completion & workmanship then GIPCL has rights to terminate the contract at any time by giving you one month advance notice without assigning any reason and will make the alternate arrangement at cost and risk of the Contractor.

7. SETTLEMENT OF DISPUTES:

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

8. INTERPRETATION OF CLAUSE:

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



9. 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 Vadodara Jurisdiction and shall be assigned to GIPCL. EC policy should cover the specified contract period.

10. STATUTORY REQUIREMENTS:

a. COMPLIANCE OF LABOUR LAWS:

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 3.3 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.



- 3.4 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.5 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
4. 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.
5. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
6. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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

b. LEGAL ASPECTS:

1. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
2. 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.

11. 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.

12. 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.

13. GENERAL TERMS AND CONDITIONS:

- a. The decision of the Corporate IT head shall be final and binding on the contractor for defining the terms and condition included in this contract.
- b. If the work is not found satisfactory, Corporate IT head reserves the right to take suitable action.
- c. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- d. 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.
- e. The prices / rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation. No price escalation / charges shall be entertained due to delay in work on unavailability of work front, negligence instructions of GIPCL Corporate IT head or any other reason whatsoever.
- f. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- g. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activity and complete the jobs as per the time given by and under the supervision of the Corporate IT head and shall ensure that sufficient manpower is deployed for the same.
- h. The contractor has to submit daily reports showing work carried out.
- i. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small



and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.

- j. 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.
- k. 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 manpower in accordance with them.

14. CONTRACTOR'S SUPERVISION:

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 Corporate IT head 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.

15. CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP:

As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose off all temporary works to the extent directed.

16. WORK MEASUREMENT/CERTIFICATION:

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works as per tender's specifications. The contractor shall therefore be required to engage qualified/experienced personnel to undertake the work as per specifications and requirement.
- b. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on monthly basis, the quarterly bill payment shall be released based on the certified reports of the works.



- c. Testing of work will be done by GIPCL authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

17. 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.

18. 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.

19. 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.

20. 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.



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

SECTION-D
SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK:

1. This scope of work includes SAP support activities of the following modules implemented in GIPCL for entire SAP landscape.

FINANCE / CONTROLLING (FI / CO)

MATERIALS MANAGEMENT (MM)

PLANT MAINTENACE (PM)

HUMAN CAPITAL MANAGEMENT (HCM) / EMPLOYEE SELF SERVICE (ESS) /
MANAGEMENT SELF SERVICE (MSS)

PROJECT SYSTEM (PS)

SALES & DISTRIBUTION (SD)

PROCESS INTEGRATION (PI)

ADVANCED BUSINESS APPLICATION PROGRAMMING (ABAP)

BUSINESS APPLICATION SYSTEMS INTEGRATED SOLUTION (BASIS)

Solution Manager

Customized modules DAILY GENERATION REPORT (DGR), ASH Handling System,
DEMINERALIZED WATER (DM) Water Sales, Customized GOODS & SERVICE TAX
(GST) Solution (Developed in ABAP)

2. The successful bidder will be responsible for following.
Off site Comprehensive support of following modules – FI/CO, MM, HCM/ESS/MSS
25 tickets for following modules:

PM, PS, PI, SD, DGR, ASH Handling System, BASIS, DM Water Sales, Customized GST
Solution (Developed in ABAP)

3. Support shall be extended at following locations of GIPCL.
Head office – Baroda
Other Plant offices at Surat Lignite Power Plant -SLPP

1.1 SPECIFIC REQUIREMENT:

1. The successful bidder shall provide contact numbers, email addresses, escalation matrix of a dedicated support team. GIPCL shall be kept informed well in advance in case any changes are being made in the contact details.



2. Project co-coordinator of successful bidder shall submit detailed documentation (e.g. Technical documents, configuration documents if any) for each resolved issue to GIPCL IT.
3. The successful bidder shall apply the necessary applicable SAP patches, notes and releases after proper testing, in entire GIPCL SAP landscape.
4.
 - a) For changes pertaining to completely new processes, or any new developments etc., the total efforts (man days) required for the change requests will be mutually agreed by both the successful bidder and GIPCL. If the total efforts required are less than 5 man days, then the successful bidder will implement the change free of cost. In case of changes requiring efforts more than 5 man days GIPCL will obtain a management approval for the financial implication to carry out the changes.

The financial implication will be calculated by reducing the agreed effort by 5 man days and then multiplying the balance man days with the rate (per man days) quoted in the commercial bid by the successful bidder.

5. The consultants of the successful bidder will bring their own required devices (Laptops etc duly vetted and authorized by GIPCL IT team) while visiting GIPCL .
6. The successful bidder shall submit all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc) for any changes they perform in the system. All these documents should be approved by GIPCL.
7. The successful bidder should also carry out Code review, SIT of the process / module (including co-ordination with other vendors), Unit testing, functional testing of components etc. They will also be responsible for conducting the User acceptance testing for the same where the users will participate.
8. GIPCL may ask the consultants of the successful bidder to provide awareness for some processes to the users as per the requirement.
9. The basis consultants of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system configuration, administration for Browser-Based User Dialogs, User Administration (ABAP/JAVA), Creating and maintaining RFC Connections, Administration and maintenance for External Communication, Schedule Background Tasks, Printer and spool administration / maintenance, Administration and maintenance of Transport Management System, System Monitoring and Trouble Shooting, Setting Up an SAP System Landscape, SLD monitoring, Exporting/importing Transport Requests, , System Workload Analysis, System trace monitoring, Performance Analysis, SAP Memory Management , System Load



Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring Tools, Recovery, DBA activity through BR* Tools, RESTORING a BACKUP without any additional cost to GIPCL.

10. The successful bidder will perform **SAP BASIS** activities in Development, Quality and production SAP ECC systems. They will also perform all the System Monitoring and health check activities for smooth running of the servers.
11. The successful bidder shall prepare weekly/monthly status reports and submit to GIPCL. The project manager of the Successful bidder will prepare the presentation for the steering committee meeting and present the same to GIPCL management. A senior representative of the successful bidder will attend all the steering committee meetings to be held at GIPCL.
12. The successful bidder will follow INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY (ITIL) Framework for support and PROJECT MANAGEMENT INSTITUTE (PMI) methodology for project related activities during the support period.
13. The successful bidder shall interact with other product (like E-Tender System) vendors / support vendors for system related issues in co-ordination with GIPCL.
14. The team of successful bidder shall take up any SAP product level issues with SAP AG through SAP market place and shall also follow up on the same for quick resolution.
15. If any support is required pertaining to SAP applications in DR site then same shall be extended by the successful bidder to the DISASTER RECOVERY (DR) site without any additional cost.
16. The successful bidder will follow the holiday calendar of GIPCL. They should deploy offsite support team during the GIPCL working days from Monday to Saturday (9 AM to 5.30 PM). The vendor team has to work late after working hours and attend issues on weekends/holidays as and when required without any additional cost to GIPCL.
17. Successful bidder shall keep each & every record, logs of the proceedings of the each phases of the project in writing to avoid any debatable issues of delaying the project on accounts of reasons attributable to both the sides i.e. SI as well as client.
18. GIPCL has a small team of IT persons whose capacities have been built to some extent. Successful Bidder shall have to evaluate them and further train, build, handhold the in-house teams and groom to utilize their capacity on the job, right from the day one of the maintenance support so that some part of maintenance support can be handled by them for which necessary access in the system shall be given to them. However successful bidder shall carry overall responsibility.



19. Successful bidder shall submit certificate from Corporate IT Head GIPCL, the Helpdesk ticket analysis with all status, Change Request status and status of all service requests logged with OEM SAP for every month with a presentation and any other issues if bidder wants to address in a bimonthly meeting with Corporate IT Head GIPCL. Additionally, successful bidder may share their comments on quality of tickets, any major issues encountered & resolved, operational difficulties and adoption of best practices to help in reducing the tickets volume further.

Successful bidder shall obtain compliance to SLA regarding applications and Database certified from GIPCL, IT. A bimonthly meeting of Corporate IT Head GIPCL, Module owners would be held at GIPCL, Vadodara on a regular basis. Minutes of meeting (MoM) shall be drawn and it would serve the basis for releasing maintenance support charges for the months involved to the successful bidder.

Penalties if any for Monthly Maintenance Support charges shall be as per SLA mentioned in succeeding paras.

20. SERVICE LEVEL AGREEMENT (SLA)

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

- ✓ Support request (either ticket or CHANGE REQUEST (CR)) will be reported to successfully bidder via call/e-mail/fax/letter by GIPCL indicating urgency level.
- ✓ Delay attributable to GIPCL like delay in providing input / testing feedback / decision will not be counted while arriving at resolution time of any ticket.
- ✓ The response time, resolution time & subsequent penalty applicable (in case of failure of maintaining the ticket resolution time) for tickets raised, is given in detailed in section D Detailed scope of work.



Severity Levels	Severity Type	Description	Resolution Duration/Penalty for non-compliance
1-Show stopper	Critical	Any problem that prevents users from making operational use of the software. None of the user are able to work	Resolve within 8 business Hours/ Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per business hour for period exceeding above said 8 hours resolution time. In case the error is not resolved within 2 business days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per business hour for the delayed period after 2 business days.
2 -	High	Any problem that has a significant impact on GIPCL's use of any critical functions of software (More than one module are not working)	Resolve within 16 business hours./ Errors are not resolved within the stipulated time as above, There shall be a penalty INR 500 per business hour for period exceeding above said 16 hours resolution time. In case the error is not resolved within 4 business days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per business hour for the delayed period after 4 business days.



3 -	Medium	Non-critical errors : Such class of errors will include problems, which result in minimal impact to the use and live operation of software	Within 5 business days./ Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per business day for period exceeding above said 5 days resolution time. In case the error is not resolved within 10 days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per business day for the delayed period after 10 days.
4	Low	'Cosmetic' errors: which are not key to the business operations	Within 10 business days/ Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per business day for period exceeding above said 10 days resolution time.

Note-

1. In case of emergency the successful bidder shall depute required consultant immediately onsite at their expenses.
2. Business hour will start from 9:00 AM up to 5:30 PM
3. The team of successful bidder shall follow GIPCL's holiday calendar.

21. DELIVERABLES:

- (a) Weekly reports on Issue Analysis, resolved and pending activities.
- (b) Monthly review report on the issues resolved and Details of Changes handled, Transports moved etc.
- (c) Minutes of Meetings for all the meetings with the users, vendors and other stake holders.
- (d) Knowledge database building through Solution Manager for the issues being resolved.
- (e) All documentation involved in Change Management Process defined in the Scope.
- (f) Business blueprint, Configuration documents, Functional Specification Document, Technical Specification document, source code wherever there is a change.
- (g) Scheduling and documentation of Technical support activities on SAP ECC servers (Development, Quality and Production).



- (h) Monthly updated Support team details and escalation matrix with responsibilities during business hours and after office hours including weekends should be submitted.
- (i) User Manuals and Training documents for newly implemented processes or for any changes in the existing processes.

22. KNOWLEDGE TRANSFER (KT) PROCEDURE:

It is the responsibility of the successful bidder to ensure that the knowledge transfer is carried out in all respect from the existing vendor of GIPCL. The duration required for this knowledge transfer will be decided by GIPCL and intimated to the successful bidder during the award of the contract / work order.

The successful bidder should deploy adequate resources to carry out the complete knowledge transfer effectively within the stipulated timeline provided by GIPCL without any cost to GIPCL.

- Resolving maintenance requests (i.e. tickets) and enhancement requests (i.e. CR) as per Service Level Agreement for following modules.

FINANCE / CONTROLLING (FI / CO)
MATERIALS MANAGEMENT (MM)
PLANT MAINTENACE (PM)
HUMAN CAPITAL MANAGEMENT (HCM) / EMPLOYEE SELF SERVICE (ESS)
/ MANAGEMENT SELF SERVICE (MSS)
PROJECT SYSTEM (PS)
SALES & DISTRIBUTION (SD)
PROCESS INTEGRATION (PI)
Solution Manager
Customized modules DAILY GENERATION REPORT (DGR), ASH Handling System, DEMINERALIZED WATER (DM) Water Sales, Customized GOODS & SERVICE TAX (GST) Solution (Developed in ABAP)

It may be noted that implementing new features not activated / not available in existing modules shall be treated as Change Request i.e. CR.

1.2 FAILURE DURING EMERGENCY:

During any emergencies, contractor shall have to carry out the work by deploying additional force within four hour notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 15% overhead charges. For repetitive failure



of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

1.3 SCOPE OF CONTRACTOR:

1. The Contractor shall have to provide necessary facilities like travel / lodging /boarding for their team members during any onsite visit to GIPCL.

1.4 TO REMEDY DEFECTIVE WORK:

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the passing by the GIPCL of any certificate, final or otherwise or the passing of any accounts.

2. PRICE & RATES:

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

3. TERMS OF PAYMENT

A. CONDITIONS OF PAYMENT:

- (i) At the end of each quarter, the Bidder's request(s) for payment shall be made to the GIPCL quarterly in writing accompanied by the details of work executed, supported with evidence of accomplishment of work. Such request shall be validated by GIPCL with its records and considering SLA criteria. Request shall be settled considering deductions to be applied if any and payment shall be made within 30 days from the date request received by GIPCL. GST shall be paid along with bills after fulfillment of following terms:
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).



- (b) Citing the GST Registration no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (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.

5. SUBMISSION OF TECHNICAL DOCUMENTS TO THE CORPORATE IT HEAD:

Contractor shall submit following documents to the Corporate IT head for verification purpose of the bill:-

- (i) **Record of work done** duly signed by authorized representative of contractor.

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

6. GENERAL CONDITIONS OF CONTRACT:

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

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



7. PAYMENT TERMS, SCHEDULE OF PAYMENT:

At the end of each quarter, the Bidder's request(s) for payment shall be made to the GIPCL quarterly in writing accompanied by the details of work executed, supported with evidence of accomplishment of work. Such request shall be validated by GIPCL with its records and considering SLA criteria. Request shall be settled considering deductions to be applied if any and payment shall be made within 30 days from the date request received by GIPCL.

8. PENALTY:

If Bidder fails to execute the contract in time or provide unsatisfactory service viz.a.viz SLA during contract, GIPCL may impose any or all of the following:

- GIPCL shall promptly notify the successful bidder in writing of any claims arising under maintenance support. If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified, GIPCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights, which GIPCL may have against the bidder under the contract.
- Unsatisfactory performance during contract period will lead to levy of penalty up to maximum of 10(ten) % of the project value or invoking the Performance Guarantee / Security Deposit.

9. RIGHTS TO DATA:

GIPCL shall retain all right, title and interest in and to any and all data, entered or generated by the Selected Vendor for GIPCL pursuant to this agreement and any modifications thereto or works derived there from.

10. DELIVERY AND DOCUMENTS:

The Bidder shall submit all the deliverables on due date as per schedule. In case of termination of the Contract, the entire document used by Bidder in the execution of project shall become property of GIPCL.

11. CONFIDENTIALITY:

The Selected Vendor and its personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the GIPCL's business or operations without the prior written consent of GIPCL.



12. INTELLECTUAL PROPERTY RIGHTS AND RIGHTS TO INTEGRATED APPLICATION SYSTEM

GIPCL shall retain all right, title and interest in and to any and all software, firmware and hardware designed and developed for GIPCL by the vendor pursuant to this agreement, and any modifications thereto or works derived there from : Vendor shall have no right, title or interest in or to such designs, programs, modifications for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder, and as may be expressly set forth herein or in a separate written agreement executed between the parties.

The terms software, software programs and programs shall include specifications, documentation, and technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to GIPCL by the vendor pursuant to this agreement. The terms firmware and hardware shall include the designs, drawings, specifications, custom designed electronic devices, documentation and technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to GIPCL by the vendor pursuant to this agreement. All software/program developed and related systems developed for GIPCL will be handed over to the company.



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

SECTION-E
PRICE BID / COMMERCIAL BID
(Commercial Bid Submission format)

Sr. No.	Description	UNIT	Qty.	Unit Price (In Rs.)	Total Amount (In Rs.)
1	Off site Comprehensive support of following modules – FI/CO, MM, HCM/ESS/MSS	Lump Sum	01		
2	25 tickets for following modules: PM, PS, PI, SD, DGR, ASH Handling System, BASIS, DM Water Sales, Customized GST Solution (Developed in ABAP)	Lump Sum	01		
3	Per ticket for following modules over and above 25 tickets: PM, PS, PI, SD, DGR, ASH Handling System, BASIS, DM Water Sales, Customized GST Solution (Developed in ABAP)	No.	01		



4	Per man days cost for Change Request for new functionality implementation only on approval.	Man Days	01		
5	Per man days cost for onsite visit only on approval.	Man Days	01		
	TOTAL COST				

Notes:

- For arriving at L1 Bidder (Lowest) Sr. No. 1, Sr. No. 2 and 10 man days each for Sr. No. 4 and Sr. No. 5 mentioned above will be considered for only calculation purpose to bring all technically qualified bidder at par for financial bid evaluation.
- Man days for Change Request (CR) shall be decided based on mutual agreement between bidder and GIPCL.
- In case of onsite visit of consultant/s lodging, boarding and travelling expense shall be borne by the bidder.
- GST as applicable will be paid extra by GIPCL. Bidder needs to indicate GST applicable at Present.
- Any changes in Govt. Taxes / Duties would be applicable as on actual at the time of invoice processing.

Name and signature (of the authorized person) with company seal.

.....



TENDER NO: Mat. 34/MM/SAPAMS/20-21/ dt. 01.02.2020

SECTION-F

ANNEXURE –A: EXPERIENCE DETAILS

Bidder should submit copy of contract and completion certificate of the customer for each item mentioned below.

Sr. No.	Name of the customer with address	Scope of Work	Technical details / Specifications (Equivalent to the specification requested in the RFP)	Value of the Project in INR
1				
2				
3				
4				
5				

Please add additional lines if required.

Name and signature (of the authorized person) with company seal.....



ANNEXURE – B
(BIDDER INFORMATION SHEET & UNDERTAKING)

Name of the Company:	
Postal Address (Regd. Office):	
Postal Address (Local Office):	
Constitution, Registration No./Date:	

About the Authorized Signatory:

Name:		Designation:	
Office Address:		Email:	
Tel./Fax Nos.:		Cell No.:	

Undertaking

On behalf of M/s..... (Name of the Bidder), I, the undersigned, state that all the information stated above as well as in other parts of our bid is true. I do hereby affirm and undertake to abide by all the terms and conditions mentioned in the Bid Document. I also do hereby affirm and comply with the all the technical specifications of all the products given in the Bid Document while performing the contractual obligations relating to the GIPCL . Also, I do affirm and assure that the solution proposed by us is complete and total meeting all the functional requirements of GIPCL, Baroda project as stated in the Bid Document.

Yours faithfully,
(Authorized Signatory)
Name, Signature & Seal of the Bidder
Place:
Date:



ANNEXURE-C

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

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

B.G. NO.....

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 notwithstanding 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.....

.....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 BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____

Date: _____

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: 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..



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-E
PERFORMA CERTIFICATE

(No claim, No arbitration)

To,
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.
P.O.Petrochemical-391346,
Dist. Baroda

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.



ANNEXURE- F
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



ANNEXURE- G **ETHICS PACT**

Reference PO Number:
Integrity Pact No. :

Date:
Contract Period:

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.

GIPCL'S COMMITMENT	PARTY'S COMMITMENT
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)

Seal & Signature
(Party's Authorized Signatory)

Name :
Designation :

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.



ANNEXURE- H

(On bidder's Firm's Letter Head)

CERTIFICATE

I / We _____ authorized signatory of
M/s _____ here by certify that M/s
_____ is not related with other firms who
have submitted tenders for the same items under this inquiry / Tender for the work of SAP
Maintenance support at GIPCL, **AT & POST: PETROCHEMICALS, DIST: VADODARA - 391
346.**

Seal of the Firm

Signature of the Bidder

With Designation

Place:

Date:

ANNEXURE- I

(On bidder's Firm's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

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

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

Signed and Stamped by the

Authorized Signatory of the Bidder



ANNEXURE- J
(On bidder's Firm's Letter Head)
DECLARATION FOR CONTRACTUAL DISPUTES/ LITIGATIONS

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

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

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

Signed and Stamped by the Authorized Signatory
of the Bidder

ANNEXURE – K
(On bidder's Firm's Letter Head)
CERTIFICATE

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

Seal of the Firm

**Signature of the Bidder
With Designation**

Place:

Date:
