

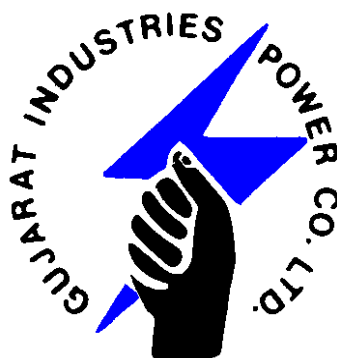
GUJARAT INDUSTRIES POWER COMPANY LIMITED

P.O. Ranoli 391350, Vadodara, Gujarat

TENDER DOCUMENT FOR:

Supply of WINDOWS 10 PRO, MICROSOFT OFFICE 2019 Standard and MICROSOFT 2019 PRO PLUS paper licenses

Bid No.:GIPCL/IT/Windows & MS-License/2020-21



INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

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

NOTICE INVITING TENDER (NIT)

TENDER NO.:GIPCL/

Name of work	Supply of WINDOWS 10 PRO and MICROSOFT 2019 PROFESSIONAL paper licenses
Place of work	Gujarat Industries Power Co. Ltd., P.O. Ranoli, Dist. Baroda 391350.
Quantity	The successful Bidder will be awarded this contract involving total quantities of items as mentioned against item descriptions in BOQs.
EMD	Rs.1,22,000 by Demand Draft payable at GIPCL, Baroda or through RTGS or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs.2950 (including GST) by Demand Draft in favor of GIPCL payable at Baroda
Availability of online e-Tender document	On website: https://www.nprocure.com or https://gipcl.nprocure.com up to 19.03.2021 till 17:30 hours
Last date of online submission of offer	19.03.2021 up to 17:30 hrs. on website: nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before due date 19.03.2021 during office hours at 17:30 hrs.

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 the website **(n) procure**
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

AGM(M&C)

Gujarat Industries Power Company Limited
P.O. Ranoli
Dist.:Vadodara-391 350, Gujarat.
Phone: (0265) 2234252E-Mail: bcshah@gipcl.com

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

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

GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity 165 MW Naphtha and gas based Combined Cycle Power Plant at Vadodara in 1997.

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

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

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

GIPCL is presently executing a 100 MW Solar PV project at the Raghnesda Solar Park, Gujarat.

The Company intends to purchase WINDOWS 10 PRO, MICROSOFT OFFICE 2019 Standard and MICROSOFT 2019 PRO PLUS paper from experienced & resourceful Microsoft authorized /approved vendors.

2. SCOPE OF WORK:

- 2.1 Supply of software licenses complying with technical specifications as given in Section D Clause 1, along with necessary documentation.
- 2.2 Submission of Acceptance Certificate duly signed by the GIPCL officials.
- 2.3 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of bidder in his quoted rates.
- 2.5 Detailed requirement is mentioned in the **SECTION-D**.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety &Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.

- 3.5 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.6 The tender documents shall not be transferable.
- 3.7 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.8 Conditional offers shall not be considered and liable to be rejected.
- 3.9 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.10 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.11 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.12 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.13 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.14 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.15 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. ELIGIBILITY CRITERIA

4.1 The bidder should be a registered vendor in India. Copy of registration certificate is required to be enclosed. The bidder should be either Original Equipment Manufacturer [OEM] or authorized partner/ dealer/ re-seller of OEM(Microsoft). In case of authorized partner/ dealer/ re- seller of OEM, valid relationship certificate from OEM to be enclosed.

4.2 The bidder should have a minimum average annual turnover of Rs. 3 crores out of Indian operations from the sales of Microsoft Software Licenses over the last three (3) financial years. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.

Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.

If audited figures for any FY are not available, provisional figures may be provided. Supporting the fact the bidder should furnish auditor's certificate for last three years ending March' 2020.

4.3 Bidder should possess minimum **Three years** of experience **during last five years** in similar nature of jobs like **Supply of Microsoft Software Licenses** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/Work Completion certificates

from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

- 4.4 The bidder must have one office in Gujarat at time of tender floating date. Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement/Shop Registration certificate /Company MOU/Company Incorporation.
- 4.5 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be following:

One similar completed/executed work each costing not less than the amount equal to INR 73,80,000 (Excluding GST).

OR

Two similar completed/executed works each costing not less than the amount equal to INR 49,20,000 (Excluding GST).

OR

Three similar completed/executed works each costing not less than the amount equal to INR 36,90,000 (Excluding GST).

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

- 4.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 4.7 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.
- 4.8 The net worth of the bidder should be positive as evidenced from audited accounts of last financial year.
- 4.9 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.
- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws

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.

5. 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.

6. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

6.1 An EMD of Rs. 1,22,000 and Nonrefundable Tender fee Rs. 2950 (including GST) shall accompany with Bid. Tender fee shall be submitted through RTGS / in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only.

6.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender.

Alternatively, The EMD & Tender Fee may also be submitted through RTGS/online mode of payment by the bidders vide <https://payment.gipcl.com/web/login.html?act=firstStep>

6.3 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

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

6.5 The earnest money deposit will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.

6.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.

6.7 No interest shall be payable on EMD.

6.8 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.

6.9 SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents duly signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: Additional General Manager (M&C) GUJARAT INDUSTRIES POWER CO. LTD., P.O. Ranoli District - Vadodara 391 350, Gujarat Phone : 0265-2234252
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7. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

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

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

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

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

The following Information shall be provided in the techno commercial bid:

1. Schedule of deviation (Annexure-VII) **commercial, if any.**
2. Proof of Eligibility Criteria as per clause no- 4 of Section-A.

(b) Price Bid:

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

B: METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) 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.
- (iii) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (iv) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (v) Bids not conforming to the above requirements of signing shall be disqualified.

8. 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.

9. 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 submitted.

10. 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.

11. OPENING OF BIDS

- 11.1 The pre-qualification/Technical Bid/price Bid will be opened by the authorized officers of GIPCL.
- 11.2 Preliminary Examination:
 - 11.2.1 Initially, Technical Bid(Unpriced Bid) will be opened for scrutiny. Bids will be examined for responsiveness and completeness like submission as per tender guidelines, submission of tender fee and EMD etc.

- 11.2.2 Thereafter, Bids will be scrutinized for meeting eligibility /qualification criteria with supporting documents.
- 11.3 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.
- 11.4 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.
- 11.5 The comparison of all the Bids shall be carried out with reference to the scope of work and as per the technical specification. Bids with substantial deviation/omission having material impact on quality, performance and on final price and fairness of evaluation will not be considered for evaluation. 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.
- 11.6 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.
- 11.7 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.
- 11.8 Price Bid of only Technical qualified bids with substantial responsiveness and completeness will be opened. GIPCL decision in this regard shall be final and binding to all Bidders.
- 11.8.1 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.
- 11.8.2 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.

11 EVALUATION & COMPARISON OF BIDS

- 11.1 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.

12 RIGHT OF REJECTION OF TENDERS

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 GIPCL reserves the right to take into consideration past performance and track record of the Bidder with GIPCL. GIPCL will be its sole discretion to take final call on acceptance and evaluation of Bids from such Bidder without

13 AWARD OF CONTRACT

- 13.1 GIPCL will award the order 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.
- 13.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 13.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 13.4 GIPCL reserves the right to split the contract quantity between vendors.

14 CONTRACT PERIOD

The supply will be completed within 4 weeks from the date of issue of the Letter of Intent/ Purchase order whichever is earlier, failing which penalty @ 0.5% per week per order value/item value (excluding T&D) shall be levied by GIPCL for late supply maximum up to 10% of items value under order.

15 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.

16 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 bcshah@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.

17 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'.

18 UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

19 PAYMENTS

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

20 POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the vendor.

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

SECTION-B
INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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

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

REVERSE AUCTION:

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

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

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

Bodakdev Ahmedabad – 380054 (Gujarat)

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

Phone No. 079-26857315 / 316 / 317,

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

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

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of ten percent **(10%)** of the " Supply Contract Price excluding taxes and duties" from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. **Contract security deposit/PBG shall be submitted strictly within twenty one days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid till 03 months from date receipt of licenses.** The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

The Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/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 SD will result in equivalent late release of entire SD after guarantee period.

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

2. PRICE AND QUANTITY

Price quoted by the bidder should be firm and no price increase will be allowed to the supplier.

The prices quoted by the bidder shall be in sufficient detail to enable GIPCL to arrive at the price of software offered.

3. GOODS AND SERVICE TAX

Bidder shall clearly state in their bid whether prices are exclusive of GST/Duties or inclusive of GST/Duties. In absence of any clarification, it will be construed that quoted price are inclusive of GST/ Duties.

4. TERMINATION OF CONTRACT BY GIPCL

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

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

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

- i. Supplier is adjudged as insolvent.
- ii. Supplier has abandoned the contract.
- iii. Supplier fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Supplier 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. Supplier repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

5. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act-1996, as amended from time to time. The place of arbitration shall be at Vadodara or any other place within state of Gujarat.
- 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.

6. INTERPRETATION OF CLAUSE

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

7. 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.

8. 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.

9. GOVERNING LAW AND JURISDICTION

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

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

10. DELIVERY

Bidder should complete the project within 4 weeks from the date of receipt of LOI/Purchase Order from GIPCL failing which penalty @ 0.5% per week per order

value/item value (excluding T&D) shall be levied by GIPCL for late supply maximum up to 10% of items value under order.

11. LOSS AND DAMAGES

Any loss or damages and deterioration to the material in transit shall be at the cost of the suppliers. It shall be at the discretion of the GIPCL to reject the damaged or spoilt material, if so noticed.

12. INVOICE

Original invoice should be sent at GIPCL- Baroda and duplicate invoice along with challan should be sent at GIPCL Store. (Mention the Purchase Order No., HSN Code, GST in Invoice and challan).

13. APPROVAL

The original licenses supplied will be subject to GIPCL approval and installation at GIPCL by GIPCL officials. Our decision for acceptance or rejection of the licenses will be final and binding on you. **Quantity recorded at GIPCL will be taken as the basis of payment.**

SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

- Supplying 300 Nos. of MICROSOFT WINDOWS 10 PRO paper licenses, 113 Nos. of MICROSOFT OFFICE 2019 standard paper license and 187 Nos. of MICROSOFT OFFICE 2019 PRO PLUS paper licenses.

1.1 SPECIFIC REQUIREMENT

CONFIDENTIALITY

As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, act, policies, standards, guidelines and procedures exist in **GIPCL**. The Bidder should note that before any of its employee or assignee is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

Note: The successful bidder is required to keep the data confidential and should not share the data to any other organization or individual or any third party or the employees of the organization.

It is very important that none of the bidders or organizations or any person belonging directly or indirectly to the organization shall share entire or any or part of the data to any other state or country or any advertising agency or any such third party which can result to the misuse of the same. The data protection act as per the policy of Government shall be considerable for the data being provided to the successful bidder for any purpose.

Any organization failing to abide the above mentioned point or breaches the data protection or confidentiality of the data, shall be liable for legal actions.

No case shall be filed on the terms and conditions of the Tender Document. No case shall be filed on the rights and prerogatives reserved by GIPCL.

1.2 TERMS OF PAYMENT

100% payment shall be made within 30 days after receipt of licenses at site and acceptance by user department after verification of documents like agreement certificates, original invoices, PBG etc., if any as per the PO terms.

SECTION-E
SCHEDULE OF RATE

Sr. No.	Item	Quantity	Unit In Rs	Rate	Total Amt. in Rs
1	Supply of MICROSOFT WINDOWS 10 PRO paper licenses	300			
2	Supply of MICROSOFT OFFICE 2019 Standard paper licenses	113			
2	Supply of MICROSOFT OFFICE 2019 PRO PLUS paper licenses	187			
	GST in Percentage				

To BE SUBMITTED
ONLINE

Note: The rates shall include all taxes & duties etc.

All above prices shall be quoted through online (n)-Procure only; Hard copy of price bid shall not be considered/accepted.

SECTION-F
LIST OF ANNEXURES& FORMS

ANNEXURE I- COVERING LETTER

Date: dd/mm/yyyy

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

Reference: Tender Number

Dated

Sir,

We, the undersigned, offer to supply MICROSOFT WINDOWS 10 PRO and MICROSOFT OFFICE 2019 PRO PLUS paper licenses at GIPCL in accordance with your tender. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, Technical Proposal and a Commercial Proposal submitted along with requisite EMD.

We hereby declare that:

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

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

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

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

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

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

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

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

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

ANNEXURE II - TECHNICAL PROPOSAL
(Please completely fill this compliance sheet)

Bidder has to submit the compliance acceptance with remarks as per given format

Sr. No.	Feature Requirement	Compliance Yes/No	Remarks
1	MICROSOFT WINDOWS 10 PRO		
2	MICROSOFT OFFICE 2019 Standard		
3	MICROSOFT OFFICE 2019 PRO PLUS		

ANNEXURE-III

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (√) whichever is correct option

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

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

Please Tick()

OR

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

Please Tick()

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-IV
PARTICULARS OF THE BIDDER

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-V

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

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

B. G. No. _____ Date: _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company"s contract No./ P.O.No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for ...% (.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

Date.....
 Corporate Seal of the Bank

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

ANNEXURE-VI
PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____ Date: _____

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Ranoli, Dist.Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for _____ (hereinafter 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. We _____Bank 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 notwithstanding 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. We _____Bank 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.....
Corporate Seal of the Bank**

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

ANNEXURE-VII
SCHEDULE OF DEVIATION FROM COMMERCIAL TERMS AND CONDITIONS

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

SR NO	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE