

Biennial Comprehensive Maintenance Contract for IT hardware like Server, Desktop PCs, All-In-One PCs, Notebook/Laptop, Printers(Dot matrix, LaserJet and Inkjet) Plotters at GIPCL- Vadodara, Bhuj & Charanka site.



GUJARAT INDUSTRIES POWER COMPANY LIMITED

Post: - Ranoli - 391 350 - Dist.: - Vadodara, (GUJARAT)

Phone Nos.: EPABX (0265) 2232768 Email: - purchase@gipcl.com

TENDER DOCUMENTS FOR: - Biennial Comprehensive Maintenance Contract for IT hardware like Server, Desktop PCs, All-In-One PCs, Notebook/Laptop, Printers (Dot matrix, LaserJet and Inkjet) and Plotters at GIPCL- Vadodara, Bhuj & Charanka site.

Tender No.: - GIPCL/MATL/BARODA/IT/2024-26



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



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NOTE: *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/MATL/BARODA/IT/2024-26**

| | |
|--|--|
| Name of Work | Biennial Comprehensive Maintenance Contract for IT hardware like Server, Desktop PCs, All-In-One PCs, Notebook/Laptop, Printers (Dot matrix, LaserJet and Inkjet) and Plotters at GIPCL- Vadodara, Bhuj & Charanka site. |
| Place of Work | GUJARAT INDUSTRIES POWER COMPANY LIMITED * Post: - Ranoli - 391 350 - Dist.: - Vadodara, Gujarat * Pramukh Square, Opp. Regenta Hotel, Near Hill View Garden, Airport Road, Bhuj * Plot-1, Gujarat Solar Park, Village:- Charanka, Taluka: - Stantalpur, Dist.: - Patan - 385350, Gujarat. |
| Contract Period | Two Years |
| EMD | Rs. 27,000/- (Rs. Twenty-Seven Thousand Only) as per clause No. 08 of Section - A. |
| PBG | 10% of Project Order Value (excluding Taxes & Duties, Freight, P&F Charges etc.) Valid for 24 MONTHS from any Schedule Public Sector Bank or Schedule Private Sector Bank in favor of Gujarat Industries Power Company Ltd as per Clause No.01 of Section C, GENERAL CONDITIONS OF CONTRACT. |
| Cost of Tender Document / Tender Fee | Rs.2500/-+18% GST = Rs.2950/- (Rs. Two Thousand Nine Hundred Fifty Only) by Demand Draft/RTGS /NEFT in favor of Gujarat Industries Power Co. Ltd. payable at Nationalized Bank at Vadodara |
| Availability of Online E-Tender Document | Tender will be available on (n) Procure from <u>15.03.2024</u> |
| Last date of Online Submission of Offer | 05.04.2024 up to 17:30 hrs. on (n) Procure web site |
| Submission of EMD, Tender Fee and other supporting documents for Technical Bid in Physical Form. | On or before 05.04.2024 at 17:30 hrs. at office of GIPCL, P.O. Ranoli – 391350 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 the website
(n) Procure system.
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address: -

General Manager (Materials & Contracts)
M/s Gujarat Industries Power Company Limited
P.O.Ranoli -391350 Dist: Vadodara, Gujarat- India
E-mail: bcshah@gipcl.com

LIST OF ABBREVIATIONS

| Abbreviation | Detail |
|--------------|--|
| GIPCL | Gujarat Industries Power Company Limited |
| SAS | Serial-Attached SCSI |
| RAID5 | Redundant array of independent disks level 5 |
| HDD | Hard disk drive |
| RAM | Random-Access memory |
| PC | Personal Computer |
| IP | Internet Protocol |
| DDR4 | Double Data Rate Fourth Generation RAM |
| SATA | Serial Advanced Technology Attachment |
| GB | Giga Byte |
| LCD | Liquid Crystal Display |
| AIO | All in One |
| USB | Universal Serial Bus |
| CPU | Central processing unit |
| LED | Light-emitting diode |
| VGA | Video Graphics Array |
| MFP | Multifunction printer |
| PM | Preventive Maintenance |
| TB | Tera Byte |
| OEM | Original equipment manufacturer |
| LAN | Local area Network |
| PPE | Personal protective equipment |



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 1184.4 MW comprising of various conventional and renewable projects.

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

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

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

The Company has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat.

2. SCOPE OF WORK :

2.1 GIPCL is looking for selection of competent agency capable of providing on-site Comprehensive Annual maintenance support for IT hardware (Servers, PCs, Laptop, Printers and other Peripherals) at GIPCL-Vadodara, Bhuj and Charanaka location.

2.2 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 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 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.
- 3.6 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.
- 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 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.
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.



\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. **SITE VISIT**

It is perquisite and necessary for all interested bidders to visit the site/plant after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which ,any consequential liabilities arising will be to bidder's account. The bidders shall examine the site of works and its surroundings at his own responsibility. The bidders shall collect information that may be necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at bidder's account.

The bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly 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.

The submission of tender by a contractor implies that he has visited the site and 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, General & Special Terms and Condition. 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, requirement of materials, equipment, tools& tackles, labour, etc. 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.

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, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, temperature of fresh drained hot bed material and associated risks, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid.

Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer. Bidder shall submit "**DECLARATION FORM ABOUT THE SITE VISIT**" (Annexure-IX)



5. ELIGIBILITY CRITERIA

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

5.1 Bidder should possess minimum Three years of experience during last five years in similar nature of jobs like IT hardware maintenance service support (Servers, Desktop PCs, All In One PCs, Laser Printers, Scanners, Plotters etc.) and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/ satisfactory work performance and 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.

5.2 Bidder should produce evidence of having experience of successfully completed similar nature of works as defined hereunder for 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 either of the following:

One similar completed/executed work each costing not less than the amount equal to INR 18,08,000/- (Excluding GST).

OR

Two similar completed/executed works each costing not less than the amount equal INR 11,30,000/- (Excluding GST).

OR

Three similar completed/executed works each costing not less than the amount equal to INR 9,04,000/- (Excluding GST).

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 Tender fee: The tender fee shall be accompanied in form of Demand Draft/RTGS.

5.4 EMD: The EMD shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank.

5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.

5.6 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.

5.7 Bidder should have average annual turnover of **INR 10,00,000/-** during last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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



- 5.8** The Bidder has to submit valid INCOME TAX Permanent Account Number (PAN), & GST registration number. Self-attested copies of the same shall be submitted
- 5.9** The net worth of the bidder should be positive as evidenced from audited accounts of last financial year
- 5.10** The bidder should submit details of technical manpower.
- 5.11** The bidder should submit details of the repairing workshop facility with Location.
- 5.12** In case Bidder is Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.13** 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 regard 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" Annexure-III.
- 5.14** Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" (**Annexure-II**).
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - 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.

- 5.15** The Bidder can do the site visit prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labor deployment,
- 5.16** associated risk, surrounding etc. Copy of duly signed copy of site visit report should be attached (**Annexure-VIII**).



6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

7.1 An EMD of Rs. **27,000/-** and Non-refundable Tender fee Rs. 2500/-+GST 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. only.

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

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

| | |
|-------------------|--|
| BANK NAME: - | INDIAN OVERSEAS BANK |
| BRANCH: - | JAWAHAR NAGAR BARNCH (0473) |
| IFSC CODE: - | ION0000473 |
| BENEFICIARY NAME: | Gujarat Industries Power Co. LTD. |
| A/C No.- | 047302000000404 |

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

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

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

7.6 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 as per Clause 6.9.

7.8 No interest shall be payable on EMD.

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

7.9 SCHEDULE OF EMD & TENDER FEES

| | |
|---|---|
| EMD & Tender fee and other documents dully signed to be submitted in physical form within three working days after due date of closing of the tender | Address for Submission: General Manager (Materials & Contracts) Gujarat Industries Power Company Limited P.O.-Ranoli- 391350,Dist:- Vadodara Gujarat, Phone: (0265) 2234252 Mail ID: bcshah@gipcl.com |
|---|---|



8. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

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

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

Note: Tender fee and EMD shall be submitted in physical form on or before due date of closing of the 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. Schedule of deviation (Annexure-VII) 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 Eligibility Criteria as per clause no- 5 of Section-A
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
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://www.nprocure.com>

Note: Estimate includes cost of all manpower, equipment, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...

2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____%age below the estimated value OR _____% age above the estimated value."**
4. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

5. Price bid submitted in hard copy shall not be considered for opening.



B: METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

9. MODIFICATION AND WITHDRAWAL OF BIDS

- 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.
- d. GIPCL shall be constrained to forfeit EMD, in case a Bidder decides to withdraw the bid after the due date.

10. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
- b. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such

information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

11. EFFECT AND VALIDITY OF THE BID

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



- c. In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.

12. OPENING OF BIDS

12.1 The pre-qualification/Technical Bid/price Bid will be opened by the authorized officers of GIPCL

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

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.



14. 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.

15. AWARD OF CONTRACT

- 16.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 16.2 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.
- 16.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 16.4 GIPCL reserves the right to split the contract quantity between vendors.

16. CONTRACT PERIOD

- 17.1 The contract will be for a period of 2 years 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 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
- 17.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

17. 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.

18. 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.

19. 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.

20. 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'.

21. 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.

22. PAYMENTS

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

23. 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 supplier.



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 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, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at **10% of the Annual Contract Price (excluding Taxes & Duties) valid for 24 months from the date of award of contract** 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 shall be submitted within twenty one (i.e. 21) days from the date of LOI/work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of four months from the contract completion date. 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 the Tenderer to arrive at the price of equipment/system offered. GIPCL reserves the rights to increase or decrease the quantity and quantum of work irrespective of any technology. The prices quoted shall in Indian Rupee (INR). The Bidders should also consider all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance etc. of any type.

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 sales tax/Duties.

4. DISCIPLINE: -

Bidder shall carry out the maintenance job with due diligence and in a safe and workman policy. Bidder shall maintain strict discipline and good character among its employees and its sub bidder employees and shall abide by and conform to all rules and regulation circulated by GIPCL. Should corporation feel that the conduct of any of Bidder/sub bidder's employee's is detrimental to corporation's interest, the corporation



shall have the right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reason etc. While on or off the job. The Bidder shall comply with any such request to remove such personnel at Bidder's expense unconditionally.

Boarding, lodging and daily transportation or bidder's experts / workmen and materials are in the scope of the Bidder; in case of availability GIPCL may share accommodation at township on subsidiaries rates.

The maintenance work is to be carried out as per safety and security rules and regulations of GIPCL.

5. 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.



6. 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 **10%** overhead charges.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (OHSAS policy of GIPCL) 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. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

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.
- 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 GIPCL will be final and binding on the Supplier.

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.

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.



10. **STATUTORY REQUIREMENTS**

a. **COMPLIANCE OF LABOUR LAWS**

The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.

1. 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.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
 - 2.1. 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.
 - 2.2. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 2.4. 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.
 - 2.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn. Dept.
 - 2.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.



- 2.7. 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.
- 2.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 2.10. 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.
- 2.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D. Act-1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within



one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19. 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.
- 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22. 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.
- 2.23. 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.
- 2.24. **Annual Health Check Up:** - As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual laborer stating therein the nature of job to be performed by him and fix time for which the concerned laborers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.



7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. 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. ACCIDENT TO WORKMEN

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

13. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/-Lakh to all his workmen/labour deployed at GIPCL site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

14. SAFETY ASPECT

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

When contractor moves his lifting tools and tackles to the plant area, required test certificates as per the Factory Act 1948 and the state factories rules has to be submitted to safety Dept. Safety Dept. will check the certificates and if found okay, then only materials will be allowed to enter inside the plant. Material inward gate pass will be made only after certification from Safety Dept. Security Dept. will inform to Safety Dept., as & when such tools and tackles brought at the gate for making entry in the maintenance site. The contractor has to submit the list of required safety gears along with safety equipment available with him to safety Dept. Safety Dept. will check for quantity and quality of the safety gears and then allowed permission of work. Poor quality material will not be allowed to take inside the Plant. If quantity of required safety equipment is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Plant for the work.



15. REJECTION OF WORK:

If, as a result of inspection, examination or testing, the GIPCL's Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL's Representative may reject such plant, materials, work or workmanship and shall notify the CONTRACTOR promptly, stating his reasons. The CONTRACTOR shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship, GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. CONTRACTOR shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Contractor failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the CONTRACTOR and deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR's dues.

If the GIPCL/Engineer/GIPCL's Representative requires such materials, work or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the GIPCL additional costs for the traveling and lodging costs of GIPCL/Engineer's personal for attending the retest, such costs shall be recoverable from the CONTRACTOR by the GIPCL and may be deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR.

16. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipment, vehicles, tractors, etc.to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipment are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- e. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- f. 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 10% overhead charges.
- 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 Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- h. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- i. The contractor has to submit daily reports showing work carried out with details.
- j. 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.
- k. 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



- l. respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- m. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.
- n. GIPCL shall not be liable to provide local transportation.
- o. GIPCL will not provide logging, boarding or any other pocket allowance.

17. CONTRACTOR'S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. Such in-charge shall be constantly in attendance at the site during working hours. During CONTRACTOR'S supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the ENGINEER / GIPCL and shall be received and obeyed by the CONTRACTOR'S superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the ENGINEER /GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the ENGINEER / GIPCL to him, shall be deemed to have been given to the CONTRACTOR. The representative of the CONTRACTOR shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.

None of the CONTRACTOR'S Superintendents, engineers, supervisors or labour should be withdrawn from the work without due notice being given to the GIPCL / ENGINEER; further no such withdrawals shall be made if in the opinion of the GIPCL / ENGINEER such withdrawals will jeopardize the required pace of progress / successful completion of the work.

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

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

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

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He shall tear down and dispose of all temporary works, shall remove or grade, to the extent directed, all plant and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.



19. FACILITIES TO BE PROVIDED BY GIPCL

- A.** The Company shall provide the following facilities to the Contractor at the site:
- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
 - b. Workshop facility as available at site only. However, contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
 - c. Site office shall be provided at site.
 - d. First aid facilities as available on chargeable basis.

Apart from the above, no other facilities shall be provided by GIPCL.

20. 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 independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Inspection of work will be done by Engineer in Charge or his 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.

21. INSURANCE
General

The Bidder shall at his own expense arrange, secure, and maintain with reputable insurance companies to the satisfaction of the GIPCL as follows:

The Bidder at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works progress from time to time and the interest of the GIPCL against all risks as detailed herein. The form and other limit of such insurance, as defined herein together with the under works thereof in each case should be as acceptable to the GIPCL. However, irrespective of acceptance of the works, the responsibility to maintain adequate insurance coverage at all times during the period, of contract shall be that of the Bidder alone. The Bidder's failure in this regard shall not relieve of any of his responsibilities and obligations under this contract.

The Bidder shall provide the GIPCL/Consultant with a copy of all insurance policies and document taken out by him in pursuance of the contract. The Bidder shall also inform the GIPCL/Consultant at least sixty days in advance regarding expiry or changes in such documents.

Employees State Insurance Act

The Bidder agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee's State Insurance Act 1948. The Bidder further agrees to defend, indemnify and hold GIPCL harmless for any liability or penalty which may be imposed by the central, state or local authority by reason of any asserted violation by the Bidder or sub-Bidder of the Employees State Insurance Act 1948, and also from all claims suited or proceeding that may be brought against the GIPCL arising under, growing out of or by reasons of the work provided for by this Bidder whether brought by employees of the Bidder, by third parties or central or state Government authority or any political sub-division thereof.



The Bidder agrees to fill in with the employee state insurance corporation, the declaration forms, and all forms which may require in respect of the Bidder or Sub-Bidder's

employee, who are employed in the work provided for or those covered by ESI from time to time under agreement. The Bidder shall deduct and secure the agreement of the sub Bidder to deduct the employees' contribution as per first schedule of the ESI act.

Workmen's Compensation and Employer's Liability Insurance

Insurance shall be affected for all the Bidder's employees engaged in the performance of this contract. If any of work is sublet, the Bidder shall require the sub-Bidder to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Bidder's insurance.

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.

Any other insurance:

The Bidder shall also carry any and all other insurance, which he may be required under any law or regulation from time to time without any extra cost to the GIPCL.

Accident or injury to workmen

The GIPCL shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequences of any accident or injury to any workmen or other person in the employment of the Bidder or any sub-Bidder.

22. 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.

23. 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.

24. GOVERNING LAW AND JURISDICTION

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

25. 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.

26. SAFETY NORMS TO BE OBSERVED BY CONTRACTOR

The Contractor shall observe and comply, with regard to his workmen working at the GIPCL site, the safety norms as per the safety operating standards. You shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.

It is responsibility of contractor to ensure that his workers are wearing required PPEs as per work requirement throughout the contract period. When it is to work on height where proper footrest is not provided or working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent fall of persons as per the work requirement. Further, during working on height, contractor will arrange proper scaffolding of steel pipes as per the relevant standards. He shall further arrange for safety net, full body safety belt, fall arrestor system etc. Advise and instructions of engineer in charge/ safety in charge has to comply strictly in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working at height.

Contractor shall obey and follow all the safety and security rules & regulations present in forth and other rules /instructions /notices etc. come from time to time. Any contractor engineer/supervisor /workman repeatedly found violating safety rules like not wearing of the PPEs etc., contractor shall take disciplinary action as directed by the GIPCL/ Safety in-charge. Contractor shall ensure that his workmen/supervisors/site in charges are getting fire and safety awareness training arranged by GIPCL time to time.

27. RECOVERY CLAUSE

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



SECTION-D

SPECIAL CONDITIONS OF CONTRACT

(1) DETAIL SCOPE OF WORK

(1) Bidder shall provide Comprehensive onsite IT hardware Maintenance Support for hardware items as mentioned in **SECTION-E** at GIPCL-Vadodara, Bhuj and Charanka locations

(2) Period of Contract: **2 Years**.

(3) Maintenance support location address:

Baroda Post:Ranoli - 391 350 - Dist Vadodara

Bhuj Pramukh Square, Opp Regenta Hotel, Near Hill View Garden, Airport Road, Bhuj

Charanka Plot-1, Gujarat Solar Park, Village:Charanka, Tal:Stantalpur, Dist: Patan 385350

At Baroda and Bhuj locations, your Service Engineer must attend the office at 9.00 am **all days** in a week, except the paid holidays declared by GIPCL and Sundays, for regular service of equipment under AMC (Annual Maintenance Contract). Your service engineer shall report to IT Department / Location in-charge, receive the instruction from them and visit locations where equipment is installed. After repairing, engineer shall take the signature of the concerned user & put up service report to IT Department. The engineer may have to attend duties on Sunday, holidays and after office hours (i.e.5.30) also in case of urgency.

(4) During the AMC Period, in case of such requirement of respective location of GIPCL, you shall provide services 24 X 7 for all the days of the maintenance period.

(5) This Annual Maintenance Contract is inclusive of, visit to our site for regular service of equipment & replacement of spares. No other out of pocket expenses like conveyance, lodging and boarding will be paid to you or to your engineers for attending our equipment.

(6) The bidder shall quote for the components inclusive of all travel expenses, Lodging, boarding or any other expenses incurred with respect to completion of the project. GIPCL shall not liable to provide local transportation and logging, boarding or any other pocket allowance.

(7) Cost of all the spare parts of all the items are to be included & be a part of scope of the comprehensive AMC. i.e. Inclusive of All the Spares including Plastic Parts, Projector LAMP. Only Printer Head, Printer Ribbon, Cartridges, Printer Drum are excluded

(8) In case any hardware is physically damaged or due to electrical power surge or Natural calamity will be not covered in AMC and AMC vendor will have to get it repaired on chargeable basis.



- (9) Cost of all the PC to Printer data cable, Power Cable of all the items is to be included & be a part of scope of the comprehensive AMC.
- (10) For any computer / hardware which is scrapped / phased out during the above contract period, GIPCL shall issue a written notice or E-mail to you for cessation of service from next quarter. The charges for next quarter will then be proportionately reduced.
- (11) In case of addition of hardware for AMC, the charges for the additional hardware will be affective from current quarter and charges will be added proportionately.
- (12) You will maintain all the hardware in such a way that they will give minimum 99% uptime.
- (13) You will arrange to install a stand by equipment in case of :
- There is a long downtime (i.e one week or more) due to unavailability of spares or equipment is taken to your workshop for major repair.
- You will provide substitute hardware in case of the hardware is found non-repairable. The substitute hardware must have higher or similar configuration / features same as non-repairable hardware. Substitute hardware will be the property of GIPCL till the original hardware is repaired.
- (14) You shall support the installation / reinstallation / updation of all the software used at GIPCL like operating system, anti-virus, MS office, and Oracle developer 2000, SAP client etc. on all the computers located at GIPCL.
- (15) You shall also take backup & restore of all the data in the case of the formatting & reinstallation of the computers (The computer is under AMC or Warranty), installation and reinstallation of all the equipment at our site as required by IT Department.
- (16) Your service engineer shall work as per the requirement of the IT department all the time & follow all the instructions in a timely manner. Before leaving the GIPCL premises, service engineer take permission from IT department.
- (17) You shall **depute 2(Two) numbers of support engineers** at our site only (Baroda and Bhuj) after examining the technical qualification, experience & technical competence of the engineers by IT department and that engineer should not change throughout the AMC period. Important to note that.
- Engineer qualification: Degree/Diploma in computer/electronics with diploma in computer hardware. (Approved by UGC/AICTE).
 - You have to ensure that the engineers deputed at GIPCL has minimum three years of experience in hardware maintenance and you have to submit experience certificate for the same.
 - Engineer must have experience of repairing & Maintenance of all type of brands of PC's, Printers (Dot matrix, Ink-Jet, Laser-Jet, MFP, and Plotters, Scanner) etc.
 - Engineer must have one USB Hard Disk and fully loaded tools kit with all required equipment and peripherals. (Like set of Screw driver, tweezers set, CMOS battery, heat sink grease, required adhesive, servicing brush, blower, printer Oil, Isopropyl etc.)
 - In case replacement of the engineer becomes necessary then you shall take the prior approval of the IT department.



- In case the personnel posted by the contractor is not performing to the desired level, GIPCL have rights to ask for replacement and you will have to replace such engineer, failing to which GIPCL will have all rights to cancel the contract.
 - Hardware Engineer shall work as directed by GIPCL IT officials.
 - After resolving issues assigned by IT department, Hardware Engineer shall submit service call report to IT Department. Failing to that consider as violation of instructions.
 - A service call register should be maintained by engineer for booking the complaints and keeping record of the uptime of the hardware.
- (18) In the event of the Leave of your service engineer provided by you at GIPCL, you will arrange for another experienced service engineer at our site.
- (19) Your engineer will submit pending call status report on daily basis to IT dept.
- (20) During the AMC period whichever hardware need to be replaced with actual existing hardware must be match make and capacity of the actual one. Make and capacity should not be change or downgraded in any case.
- (21) You shall keep sufficient nos. of spares of equipment (impress material) under AMC as mentioned below at our site office for immediate replacement of the spares if required & to put the equipment in working condition on the same day. The stock of the impress material as mentioned below is to be maintained throughout the contract period.
- (22) AMC shall cover comprehensive maintenance which includes quarterly preventive maintenance of hardware installed at residence of Top Executives of the company in addition to installed hardware at site.
- (23) Vendor should maintain all the equipment / items in good working condition satisfactorily till the end of the AMC tenure and handover of all inventory in same good working condition to the IT Department GIPCL, in case of the AMC is not extended or is terminated.
- (24) In case of servers related issue occurred then vendor shall arrange support and spare parts from OEM to ensure trouble free support and up-keep of running server's hardware at GIPCL. During the AMC period, if any equipment or components need to be replaced, the replacement should be equal or higher technical specification and shall be compatible with technologies of the existing server. Lower capacity or configuration shall not accept in any case.
- (25) In case of the equipment or components replacement, the Vendor shall configure the equipment or components as per the previous configuration.
- (26) After Preventative Maintenance, Hardware engineer should get the signatures of the concerned user/In charge and submit the satisfactory reports to IT Department simultaneously.
- (27) The operating environment conditions in which the equipment are presently installed are quite satisfactory. The vendor will not raise any conditions/objections with regard to the working environment for the equipment covered under this AMC would be given on as-is-where-is basis.
- (28) In case of emergency, the successful bidder shall depute required persons / equipment onsite at their expenses for providing the solution.



(I) Minimum Spares Material to be kept by vendor at our site

The Vendor shall keep sufficient nos. of spares parts and devices under AMC as mentioned below at our site office for immediate replacement. The stock of the impress materials as mentioned below is to be maintained throughout the contract period. All the impress materials must be compatible with existing infrastructure

Baroda Site

| | | |
|---|---|--------|
| Dell Optiplex 9010 AIO pc or equivalent | - | 2 Nos |
| Color Laser Printer A4 – MFP | - | 1 Nos. |
| B/W Laser Printer A4 - MFP | - | 1 Nos. |
| Keyboard / Mouse Set (USB) | - | 2 Nos. |
| Hard Disk 500 GB SATA | - | 2 Nos. |

At Bhuj Office

| | | |
|---|---|--------|
| Dell Optiplex 9010 AIO pc or equivalent | - | 1 Nos |
| B/W Laser Printer A4 MFP | - | 1 Nos. |
| Network Switch – 8 port | - | 1 Nos. |
| Hard Disk 500 GB SATA | - | 1 Nos. |

At Charanka Office

Equivalent / Compatible spare for 280 G2 MT Business PC
(280 G2 MT Business PC - Intel Core i5-6500 CPU 3.2Ghz 4x2 GB DDR4 RAM 1 TB HDD)

| | | |
|--------------|---|---------|
| SMPS | - | 1Nos. |
| Hard Disk | - | 1Nos. |
| RAM | - | 2 (4x2) |
| Mother Board | - | 1Nos. |

(2) PAYMENT TERM :

The Bidder on completion of the services of each quarter shall submit original bill/invoices in triplicate along with covering letter in the name of GIPCL. The payment shall be made within 30 working days from the date of Submitting original bills/invoices with PM reports in GIPCL after completion of satisfactory AMC service during quarter.

The income tax deduction will be made as per the rules prevailing. In addition to income tax, any mandatory tax and liquidated damage as per the contract clause if any will also be deducted.

Payment shall be made as per following:

| Sr. No. | Component Type | Payment terms |
|---------|---------------------------------------|--|
| 1 | Maintenance of all hardware component | 100 % Payment at the end of each quarter |

All payments shall be made within a period of 30 days of the receipt of the invoice and certification/receipt of work/material after applicable statutory deductions like Income tax, WCT etc. and any other applicable deduction specified in General conditions of the contract.



(3) 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 incurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's quarterly 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.

(4) SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All safety/PPEs required during work at site are to be arranged by the contractor.
3. The Contractor shall have to provide necessary facilities including accommodation for their engineer at their own cost.
4. The Contractor shall have to provide necessary facilities like travel / lodging /boarding for their team members during any onsite visit to GIPCL.

(5) 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 ENGINEER / 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.

(6) PRICE & RATES

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipment & PPEs, Royalties, Rents, Excise duty, Sales Tax, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax (excluding Service Tax), levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipment, materials, etc.



The rates shall be firm for entire contract period (5% escalation will be applicable for second year) and also during extension, if required and shall not be subject to any escalation in prices, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period (5% escalation will be applicable for second year) and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work by contractor or due to non-availability of work front by GIPCL or any reason whatsoever.

The price/rate quoted by CONTRACTOR shall be considering mobilization of all required manpower, tools & tackles, materials, equipment for timely and satisfactory completion of all scope of work.

(7) CONTRACT PERIOD

Contract period will (02) two years from the date of commencement (mobilization period will be 15 days from the date of issue of LOI or Work Order whichever earlier).

(8) TERMS 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 fulfilment of following terms:

- (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
- (b) Citing the GST Registration no. And the date of issue of registration certificate on invoices.
- (c) Claim of GST amount with percentage (%) separately shown on the invoices.
- (d) The 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 GIPCL 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. 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.



(9) 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.

(10) 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.

(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) CONTROLLING OFFICER:

The controlling officer for this contract shall be IT Department GIPCL and you will work under his guidance and instructions. You will submit your bills & other document to Corporate IT Head GIPCL for certification and payment.

(13) 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.



(14) PENALTY:

If Bidder fails to execute the contract in time or provide unsatisfactory service 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.

1. Penalty shall be also applicable at rate of **Rs. 1000/- per equipment per week** if any equipment is down for more than one week. It will be deducted from the quarterly AMC payment.
2. Your service engineer should report at our site at 9:00 a.m. After 9:30 a.m. reporting considers as a half day absent of the engineer at our site. Penalty shall be applicable at rate of Rs.750/= per day in case of reporting duty after 9.30 and same will be deducted from the quarterly AMC payment
3. Any hardware call received from Charanka Site, must be attended within 24 working hours. Failing which lead to penalty of Rs.500/= per day.
4. Vendor will be responsible for any kind of damage/break-down/or lose happens to GIPCL which took place during the AMC period. Vendor will be penalized for the same and cost will be deducted from quarterly bills. Penalty will applicable on as on actual basis which include device or spare part purchase cost + installation and configuration charges + other applicable charges.
5. In case any asset is damaged by Vendor's engineer, the Vendor shall be responsible for providing replacement with same specification or higher on their own cost or Vendor will be penalized for the same and cost will be deducted from quarterly bills. Penalty will on as on actual basis which include device or spare part purchase value + installation and configuration charges + other applicable charges.
6. Failing to carry quarterly PM, will lead to deduct 5% of the bill value.
7. Maximum penalty shall not be exceeding 10% of the total executed contract value.



SECTION-F

LIST OF ANNEXURES & FORMS

ANNEXURE I- COVERING LETTER

Date: dd/mm/yyyy

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

Reference: Tender Number

Dated

Sir,

We, the undersigned, offer to provide the services and support for “Biennial Comprehensive Maintenance Contract for IT hardware like Server, Desktop PCs, All-In-One PCs, Notebook/Laptop, Printers (Dot matrix, LaserJet and Inkjet) Plotters 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) | |

Biennial Comprehensive Maintenance Contract for IT hardware like Server, Desktop PCs, All-In-One PCs, Notebook/Laptop, Printers(Dot matrix, LaserJet and Inkjet) Plotters at GIPCL- Vadodara, Bhuj & Charanka site.



ANNEXURE-II

Declaration cum Undertaking for Safety Laws and Regulations Compliance *(To be submitted on Company's Letter Head)*

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



ANNEXURE-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

Biennial Comprehensive Maintenance Contract for IT hardware like Server, Desktop PCs, All-In-One PCs, Notebook/Laptop, Printers(Dot matrix, LaserJet and Inkjet) Plotters at GIPCL- Vadodara, Bhuj & Charanka site.



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) for.....on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and whereas 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).

....2....



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-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. 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

Note: BGs to be furnished from any of the banks listed below: -

- All Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, RBL Bank, DCB Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank

Please note that NO OTHER BANKS are to be allowed other than above list



**ANNEXURE-VII
SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND COMMERCIAL TERMS
AND CONDITIONS**

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

| Sr. No | SECTION | CLAUSE NO | AS PER TENDER DOCUMENT | DEVIATION |
|--------|---------|-----------|------------------------|-----------|
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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