



GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112
(GUJARAT)

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

TENDER DOCUMENTS FOR:

Biennial Rate Contract for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village Nani Naroli, Tal. Mangrol, Dist. Surat for the year 2024-26.

Bid No.: SLPP/OHC/24-26



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



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



NOTICE INVITING TENDER (NIT)

TENDER NO.: SLPP/OHC/2024-26

Name of work	BRC for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village Nani Naroli, Tal. Mangrol, Dist. Surat for the year 2024-26.
Place of work	Occupational Health Center, Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	As per Section - E (Schedule of Quantities)
Tender Fee	Rs 2950/- including GST
EMD	Rs 71,000/- (Rs. Seventy-One Thousand only) as per clause No.07 of Section A.
Contract period	01/06/2024 to 31/05/2026
Availability of e-Tender document	On website: www.gipcl.com up to 22.04.2024, 17:30 hrs.
Submission of Pre-qualification and Techno-commercial Bid without price.	On or before due date 22.04.2024 at 17:30 hours during office hours at office of Gujarat Industries Power Company Limited, P.O-Ranoli 391350, Dist. Vadodara.

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 Pre-qualification and Techno-commercial Bid without price and Price Bid in physical form only at the following address: -

Chief General Manager (Finance, I/c. HR&A) & CFO

Gujarat Industries Power Company Limited

P.O.-Ranoli

Dist.: Vadodara-391350, Gujarat.

Phone: (0265) 2234212, E-Mail: skkoshy@gipcl.com

5. **TENDER SHALL BE SUBMITTED IN TWO PARTS AS FOLLOWS:**

A) PART-A for Technical bid: -

Please submit the detail technical specification, commercial terms and condition, for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, with un-priced copy of the price bid. **If any of the Bidders indicates the price in Techno-Commercial Bid, such bid shall be liable for rejection**

Please submit in separate cover super scribing "TECHNICAL BID" and EMD of Rs. 71,000/- DD and tender fee of Rs 2950 in favour of GIPCL-Baroda or through online mode of payment <https://payment.gipcl.com/web/> shall be submitted in separate cover super scribing "TECHNO-COMMERCIAL BID FOR OHC".

B) PART-B for Price bid:-

Please submit the copy of Price Bid with clearly mentioned in taxes, duties and other terms & condition. Please submit in separate cover super scribing "PRICE BID FOR OHC".

Both the parts shall be submitted in separate sealed envelopes superscribing "**TENDER NO., DATE & OFFER FOR OCCUPATIONAL HEALTH CENTRE**" and with the note "**QUOTATION DO NOT OPEN**".



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 1184.40 MW comprising of various conventional and renewable projects.

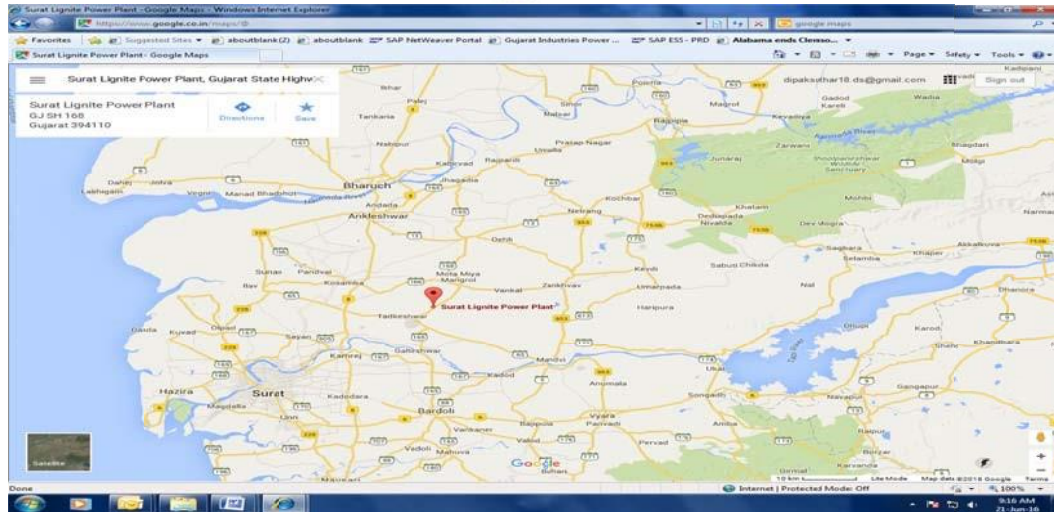
GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW installed capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler. It also commissioned 5 MW solar power station at SLPP in year 2012.

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in year 2017 as well as a 75 MW Solar Power Project in year 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan and 100 MW Solar PV project in year 2021 at the Raghnesda Solar Park. GIPCL has also successfully commissioned 112.40 MW wind farms at different location of Gujarat.

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmadabad highway. From Kosamba, SLPP is around 32 KM, out of which 27 KM is part of the National & State Highway and balance 5 KM is District Road. From Kim, SLPP is around 18 KM, out of which 13 KM is the State Highway and balance 5 KM is District Road. The nearest Broad-Gauge Railway Line is at Kim, which is around 21 KM from the SLPP. Surat is approximately 50 KM from the SLPP. Location Map for SLPP is as under:

Note: Plant Synopsis may be updated with respect to plant.



The Company intends to award Biennial Rate Contract Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village Nani Naroli, Tal. Mangrol, Dist. Surat for the year 2024-26 from experienced & resourceful agencies.

2. Scope of Work

- 2.1** Occupational Health Centre at SLPP should be operative **round the clock**. The centre should have qualified personnel (01 Nurse) at any time on any day in any situation. It shall be continuously manned and run on **365 days** a year, without any break.
- 2.2** Processing of Medical reimbursement bills of company employees as per Medical rules/policy of the Company shall be the responsibility of the Authorized Doctor as appointed by the Agency.
- 2.3** Medical staff of the agency shall provide routine medical treatment to company's employees, their dependents and staff, onsite and off-site emergency management, hospital visits, assistance in pre-employment medical check-up (**Form No.- 33**).
- 2.4** Agency shall maintain ISO/IMS (Integrated Management System) specific medical records of employees and adequate stock of drugs including antidotes kit, Oxygen Cylinders, etc. supplied by company. Agency shall also maintain MIS related to medicines/consumables supplied by the Company and inform about replacement/expiry of the same well in advance as per stock level prescribed by the Company.
- 2.5** GIPCL-SLPP shall provide OHC with required equipment's in good working condition. The Doctor(s) shall be responsible for proper handling and upkeepment of the equipment's issued by GIPCL-SLPP. The Doctor shall inform GIPCL-SLPP well in advance for periodic calibration of the equipment's, when required.



- 2.6** Agency shall have to verify medical fitness of our employees and staff **Once in Six Months** as per company's schedule and required records (Form No.-32) as per Factories Act and maintain various documents under ISO/OHSAS and Factories Act.
- 2.7** Agency shall dispose medical waste as required under the provisions/norms of the Company and maintain records/MIS for the same. Bio Medical Waste disposal agency will be finalized by company and the payment for the same shall be arranged by company.
- 2.8** Agency shall maintain medicine/consumables stock/equipment of the Company Ambulance and it's staff shall accompany ambulance in case of an emergency.
- 2.9** The successful agency, willingly and at his own, agrees and undertakes, to fulfil any and all the statutory obligations under the applicable provisions of all the applicable laws including but not limited to Contract Labour Act, Laws relating to employment of Workmen, nature of work to be performed under the Contract viz. medical services, safety and security of the workplace and Workmen, Payment of Bonus Act. etc., for the personnel engaged by them.
- 2.10** All communication to the management in this regard should be submitted through the Company's OHC in-charge/HR&A Department and the successful agency shall operate under direct Supervision, Guidance and to the satisfaction of OHC In-Charge. Any adverse remarks from OHC In-Charge, may lead to termination/foreclosure of the contract.

3. GENERAL INSTRUCTIONS TO MANAGING / RUNNING OHC:

- 3.1 The requirement of personnel is to manage / running OHC are as under:

Sr No.	OHC Staff	No.	Qualification	Experience
1	Medical Officer	01	MBBS from MCI recognized Medical College/Institute and a CIH or equivalent	Minimum 03 Years
2	Nurses (01 in each in shift – G / I / II & III). Should be available round the clock. The knowledge of Computer and Gujarati language is essential. Male Nurse is required in Night Shift.	02 Male and 02 Female	ANM/GNM and with Nursing registration Gujarat Council	Minimum 03 Years
3	Lab Technician	01	DMLT	Minimum 03 Years



4	Senior Medical Officer as and when required to be deputed by the agency.	01	(MBBS from MCI recognized Medical College/Institute and a CIH or equivalent	Experience-05 years
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- 3.2** The Doctors shall have **post qualification experience as per table above, Male/Female Nurses** should have nursing qualification with **Gujarat Nursing Council registration** with experience of minimum 3 years and the Lab Technician should have DMLT qualification with experience of minimum 3 years. Before recruitment/placement of staff, you shall approve the candidature from In-Charge OHC/HR&A-SLPP.
- 3.3** All the Medical staff is required to stay in GIPCL's township at SLPP. Doctor needs to stay in GIPCL's township i.e. at any given point of time doctor should be available in GIPCL township to attend/handle any medical emergency situation.
- 3.4** The MBBS degree as well as CIH degree should be from Medical Council of India recognized/approved university/institute. The Agency shall submit the MBBS / Nursing /DMLT valid & self-certified certificates for their proposed staff to be deployed at SLPP OHC before and during contract period. Successful Agency shall produce the Original certificate for physical verification by the Authorized Official of GIPCL at the time of appointment of any staff.
- 3.5** Nurse should be available 24 hours a day in OHC, Doctor and Lab Technician should be normally available during day time in General Shift in OHC and rest of the time in the Company township.
- 3.6** Doctor(s) shall be required to attend duty during any sort of an emergency at any time of the Day at no additional cost.
- 3.7** Agency shall issue appointment letter to his workmen before engagement and submit copy of the same to GIPCL for record and reference.
- 3.9** Agency shall take Group Personnel Accident Policy for all their employees working at GIPCL-SLPP and submit the copy as part of compliance documents.
- 3.10** 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.
- 3.11** 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.
- 3.12** The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, 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.



- 3.13** Before quoting the rates, the Bidder must visit site and should go through the scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all other requirements as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid.
- 3.14** 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.
- 3.15** 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.
- 3.16** The tender documents shall not be transferable.
- 3.17** The Bidders are expected to examine all instructions, forms, terms in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.18** Conditional offers shall not be considered and liable to be rejected.
- 3.19** The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.20** 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.
- 3.21** 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.
- 3.22** 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.
- 3.23** Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.24** The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.25** 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. OHC VISIT:

It is prerequisite and necessary for all interested bidders to visit the Occupational Health Center after downloading the tender copy to understand the actual working conditions, compliance related to staff, 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 fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

The submission of tender by an agency 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 to be done, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of agency's rate, pay any extra charges for any other reason in case the agency 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 agency 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. Agency 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, importance of work, round the clock working conditions, safety requirements right of way, the type and number of equipment and facilities required for the satisfactory completion of work, 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 any person.

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** ending last day of the month previous to the one in which tender is invited, in similar nature of jobs in power plant or Industry and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-agency or subletting agency shall not be taken in to consideration.

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

One similar completed/executed work each costing not less than the amount equal to Rs. 21 lakhs.

OR

Two similar completed/executed works each costing not less than the amount equal to Rs. 14 lakhs.

OR

Three similar completed/executed works each costing not less than the amount equal to Rs. 10.50 lakhs.

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



- 5.3 Tender fee:** The tender fee of Rs. 2,950/- (Rupees Two Thousand Nine Hundred and Fifty only), including 18% GST (non-refundable) shall be submitted through RTGS or through online payment as per details provided in clause no. 7 herein under.
- 5.4 EMD:** The EMD of Rs. 71,000/- (Rupees Seventy-One Thousand only), shall be accompanied in the form of DD/RTGS/online or irrevocable Bank Guarantee given by Bank as described in subsequent clause no. 7.
- 5.5** Bidder has to submit the details of Doctor, Nurses and lab technicians such as Qualification, Experience along with their Curriculum Vitae.
- 5.6** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.7** 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.
- 5.8** Bidder should have average annual turnover of Rs. **10.50** lakhs of estimated annualized contract value during last three financial years. **i.e. 2022-23, 2021-22 & 2020-21.** 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.
- 5.9** The Bidder has to submit INCOME TAX Permanent Account Number (PAN) & GST registration number. Copies of the same shall be submitted.
- 5.10** The net worth of the bidder should be positive as evidenced from audited accounts of last financial year.
- 5.11** In case Bidder is a 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.



5.12 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" as amended in Annexure / Form attached.

5.13 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.

- 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.

5.14 Visit of SLPP OHC is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labor deployment, associated risk, surrounding etc.

5.15 Special Eligibility criteria:

Agency should have their registered office which includes cities- Vadodara, Bharuch, Ankleshwar, Surat & Ahmedabad.



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. 71,000/- (Rupees Seventy-one Thousand only) and Non-refundable Tender fee of Rs.2,950/- (Rupees Two Thousand Nine Hundred and Fifty only), inclusive of 18% GST shall accompany with Bid. Tender fee shall be submitted through RTGS/ online mode of payment only i.e. <https://payment.gipcl.com/web/>.
- 7.2** The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Scheduled Public Sector Bank or Private Sector Bank as per Proforma of irrevocable BG enclosed with this e-tender.

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

RTGS detail:

- 1 Bank Name: Indian Overseas Bank
- 2 Branch: - PO Petrochemicals, Vadodara
- 3 IFSC code: IOBA0000473
4. Beneficiary Name: Gujarat Industries Power Co. Ltd
5. A/c. No.: 047302000000404

Also, EMD & Tender fee may also be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form i.e. <https://payment.gipcl.com/web/>) as per detail provided in Section-F (Annexure-G) herein under.

- 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 or submission of irrevocable PBG by successful bidder. Alternatively, EMD will be converted in SD and successful bidder shall submit SD or performance bank guarantee for balance amount.



- 7.5** The earnest money deposit will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.
- 7.6** Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 7.7** 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 AND TENDER FEES

Details/receipts of EMD & Tender fee paid by RTGS/online or EMD in physical form by way of DD/BG (as applicable) with other documents to be submitted in physical form/soft copies/scanned copies in sealed cover as per details mentioned in NIT. Bid No. shall be mentioned at the top of cover/envelope.	Address for Submission: Chief General Manager (Fin., I/c. HR&A) & CFO, GUJARAT INDUSTRIES POWER CO. LTD., P.O. Ranoli-391350. District: Vadodara. Gujarat. Phone: 0265-2234212 Email IDs for submission of scan copies of documents: skkoshy@gipcl.com
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8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted in physically mode only within the dates specified in the Notice Inviting Tender along with the details in two parts as under:

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

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

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



1. Schedule of deviation (**Annexure-F**) Technical as well as commercial, if any.

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

1. The tender documents dully signed in all pages without price bid Along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document
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 **i.e. 2022-23, 2021-22 & 2020-21**
7. Audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
8. P.F Number and Allotment Letter.
9. PAN Number.
10. Goods & Service tax registration number/certificate copy.

(b) Price Bid:

Note: Estimate includes cost of all manpower, supervision, equipment's, vehicles, consumables, transportation, Safety statutory compliance, mobilization etc...

1. **(a) Bidder shall have to quote the rates in the form of % age. i.e. "At par i.e. "0" (Zero) or _____%age above the estimated value." (Negative % will not be considered.)**

(b) If more than one bidder quote same rate, The Bidder who have more years of experience of identical nature will be considered as first lowest.

(c) If more than one bidder quote same rate and have same experience of identical nature than bidder who have more average turnover in last three financial year will be considered as first lowest.



The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.

2. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a consortium/joint deed of undertaking of company/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.

09. 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.

10. EFFECT AND VALIDITY OF THE BID

- a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.



- b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

11. OPENING OF BIDS

11.1 The GIPCL will open the pre-qualification/Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.

11.2 Preliminary Examination:

11.2.1 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.

11.2.2 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.

12. EVALUATION & COMPARISON OF BIDS

1.1 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.

1.2 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.

1.3 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.

- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.

13. RIGHT OF REJECTION OF TENDERS

- 1.1 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.
- 1.2 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.

14. AWARD OF CONTRACT

- 14.1 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.



14.2 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.

14.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

14.4 GIPCL reserves the right to split the contract quantity between vendors.

15. CONTRACT PERIOD

15.1 The contract will be for a period of 02 years from the date of actual commencement of the contract as stated in the Work Order ('Contract Period').

15.2 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.

15.3 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 Agency.

16. ASSIGNMENT AND SUB-LETTING

The Agency shall not directly or indirectly assign or sub-let total/any part of the contract to any other party or agency.

17. AGENCY'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The agency shall deploy suitably qualified and sufficient staff for managing/ running OHC under the contract.
- (ii) At the time of deploying manpower, the agency shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, and shall also ensure that a police verification and security check for all the staff engaged at the GIPCL- OHC site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iii) The agency shall also comply with the safety requirements.



- (iv) During emergency or similar situations, the agency shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL.

18. 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 physical Bid, in writing or by E-mail at the GIPCL's mailing address 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.

19. 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'.

20. Understanding and Clarification of Document and Specification.

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

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

21. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only within 21/15 days from receipt of invoice.

22. POINTS TO BE CONSIDERED DURING QUOTING PHYSICAL PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract and Special conditions of contract.
- b. The method of certification of completed work for payment shall be in accordance with the method specified in the tender.



SECTION-B
INSTRUCTIONS TO BIDDERS FOR TENDERING

1. Tender documents are available only in physical format. Bidders can download free of cost from the website- <http://www.gipcl.com/>
2. All Bids (technical and price Bid) should be submitted physical only. No online submission of price bid will be entertained as it should be submitted physical only. Also, no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at P.O. Ranoli, Dist. Vadodara, Gujarat.
4. **TENDER SHALL BE SUBMITTED IN TWO PARTS AS FOLLOWS:**

a. PART-A for Technical bid: -

Please submit the detail technical specification, commercial terms and condition, for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, with un-priced copy of the price bid. **If any of the Bidders indicates the price in Techno-Commercial Bid, such bid shall be liable for rejection**

Please submit in separate cover super scribing "TECHNICAL BID" and EMD of Rs. 71,000/- DD and tender fee of Rs 2,950/- in favour of GIPCL-Baroda or through online mode of payment <https://payment.gipcl.com/web/> shall be submitted in separate cover super scribing "TECHNO-COMMERCIAL BID FOR OHC".

b. PART-B for Price bid: -

Please submit the copy of Price Bid with clearly mentioned in taxes, duties and other terms & condition. Please submit in separate cover super scribing "PRICE BID FOR OHC".

Both the parts shall be submitted in separate sealed envelopes superscribing "**TENDER NO., DATE & OFFER FOR OCCUPATIONAL HEALTH CENTRE**" and with the note "**QUOTATION DO NOT OPEN**".

Interested bidders are requested to submit the physical tender at least two days in advance from the due date in order to avoid non-participation.



SECTION-C **GENERAL CONDITIONS OF CONTRACT**

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of ten percent **(10%)** of the "Annual Contract Price excluding taxes and duties" from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-F, Annexure-B**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty-one days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid 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/Agency 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.

2. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of agency or any other reasons attributed to agency 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 agency fails to execute the work as per directions of Officer (I/c) within the time frame given in work order and as per day to day instructions by Officer-in-charge.



3. Deduction from Contract Prize

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

4. TERMINATION OF CONTRACT BY GIPCL

Agency shall be responsible to complete all jobs as per the scope of work within agreed time schedule and in case agency 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 agency'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 agency.

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

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



5. FAILURE & TERMINATION

If the agency fails to execute the work or fails to mobilize the resources as per directions of GIPCL within the time frame given and/or violating the GIPCL's safety rules & regulations, GIPCL shall give 15 days advance notice to the agency and all costs incurred in connection therewith shall be recoverable from the AGENCY by the GIPCL as a debt or may be deducted by him from any money due or to become due to the AGENCY.

6. SETTLEMENT OF DISPUTES

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

7. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Head of Management (HOM)-GIPCL will be final and binding on the agency.

8. EMPLOYEE'S COMPENSATION INSURANCE

Agency shall take all risk Insurance Policy to cover all his staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The agency 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 Baroda/Surat Jurisdiction (As per Work Location) and shall be assigned to GIPCL. EC policy should cover the specified contract period.

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



9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

The agency 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. Agency 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 agency from time to time for performing the contract job.
 - 2.1. The Agency 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 Agency shall be employee of the Agency.
 - 2.2. The agency 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 SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3. The Agency 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 SLPP Site



to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the agency from GIPCL.PF code of Gujarat region should be taken.

- 2.4.** The Agency 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 Agency 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 Agency 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 Agency 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 agency shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The agency shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9.** The Agency 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 Agency 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 Agency shall replace them immediately.
- 2.11.** The Agency 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 agency. The Security deposit will be released to the agency at the end of the contractual tenure subject to an undertaking by the agency 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 agency 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 agency will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13.** The agency 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 Agency 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 agency shall conduct pre-induction and periodic medical check-up of his workmen as per applicable laws.
- 2.16.** The agency 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 agency 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. Agency 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.** Agency shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19.** The Agency 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 agency along with the next bill.
- 2.21.** Records as per the provisions of various statutory Acts will have to be maintained by the agency and submitted as and when required.
- 2.22.** All employees of agency should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the agency 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.

b. LEGAL ASPECTS

1. Agency shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the staff employed by him.
2. Agency 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. Agency 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. Agency'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. Agency shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Agency shall issue an appointment order to each staff stating therein the nature of job to be performed by him/her for which the concerned staff are likely to be deployed. Agency shall also issue a temporary identity card specifying the period for which the staff has been deployed.
7. Agency 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. Agency shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the agency 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 agency.



10. PAYMENT OF WAGES

Agency 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.

11. ACCIDENT TO WORKMEN

Agency shall be fully responsible for injury or death of any of your or third-party staff due to any act omission / indiscretion on your part while undertaking the work and agency 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 agency's workmen or any third party due to negligence, act or omission on your part.

12. LIGHTING

Necessary illumination at works area will be provided by GIPCL

13. NIGHT/SUNDAY/HOLIDAY SHIFT

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

14. SAFETY ASPECT

Agency 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.



15. GENERAL TERMS AND CONDITIONS:

- a. All staff, equipments, vehicles etc... to execute the contract are in the scope of the agency. The agency should ensure that equipments are in healthy condition and calibrated from time to time.
- b. The decision of the Officer In-charge shall be final and binding on the agency for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Officer In-charge reserves the right to take suitable action.
- d. Agency shall strictly follow the existing practice of the GIPCL and any future revisions.
- e. The agency has to take EC insurance policy for their staff. The agency has to submit labor license and PF account number to the Officer-in-charge before start the work.
- f. Agency shall mobilize the resources as per need within the period of twenty-four hours.
- g. Agency should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- h. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for staff, overhead expenses etc... due to any reason whatsoever.

16. AGENCY'S SUPERVISION

The agency shall closely monitor and supervised all the staff deputed by him. Any directions, instructions or notices given by the GIPCL Officer In-charge to him, shall be deemed to have been given to staff. The representative of the AGENCY shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, purchase materials and proceed with the work as required.

None of the AGENCY's staff should be withdrawn from the work without due notice being given to the GIPCL; further no such withdrawals shall be made if in the opinion of the GIPCL such withdrawals will jeopardize the required pace of progress / successful completion of the work.

Neither the AGENCY nor the GIPCL shall hire or employ any employee of the other party except by mutual consent.



17. FACILITIES TO BE PROVIDED BY GIPCL

A. The Company shall provide the following facilities to the Agency at the site:

- a. OHC setup with equipment's.
- b. Accommodation, Subsidized **Canteen Facility** and Transportation to deputed staff shall be provided in township by GIPCL at nominal charges as approved by the Competent Authority from time to time.

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

B. GIPCL shall also conduct an orientation program appraising the staff regarding the practice, safety norms and measures to be observed during work at the OHC.

18. PUBLIC HOLIDAYS

The Agency shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, 09 Public/Paid holidays and the same shall be notified in advance and due communication thereof shall be made to the Management.

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

The Agency shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/-Lakh to all his workmen/labour deployed at GIPCL-SLPP 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.

20. 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.

21. INDEMNITY

The Agency 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 Agency.

In case, in any litigation pertaining to labour employed through agency if any direction or order is issued by court at any point of time the agency 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 Agency shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Agency.

22. GOVERNING LAW AND JURISDICTION

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

23. 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.





SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

The basic requirement / intension/essence of this contract is to provide medical staff to manage / running Occupational Health Center at GIPCL SLPP as per instruction by GIPCL.

The scope of work covers providing service to manage / running OHC on continuous basis at GIPCL SLPP.

1. They will be responsible for total managing the OHC.
2. Co-ordination with SLPP HR&A Department for routine matters.
3. Co-ordination with Outside agencies for Medicines, Disposal of Bio Medical Waste and refilling of Oxygen cylinder, equipment calibration etc.
4. Filling of First aid boxes available at various locations of power plant, Mine, Colony and school.

1.2 Procedure for Biomedical Waste Disposal.

1. Segregation: Bio Medical Waste must be stored in a secure environment at all times. the various types of Bio Medical Waste should be segregated from each other and stored in color coded containers according to schedule I of Bio Medical Waste (Management & Handling) rules, 2018 framed under Environment (Protection) Act, 1984.

1.3 SCOPE OF AGENCY

1. The agency should ensure for healthiness/working conditions of equipment's & maintenance of OHC.
2. All safety measures required during work are to be arranged by the agency.
3. The Agency shall have to provide necessary facilities including accommodation and food for their staff which are to be provided in township by GIPCL at nominal charges as approved by the Competent Authority from time to time.
4. Agency has to depute their full-time experienced staff for day to day work planning & coordination with respective departments.



2. **PRICE & RATES**

The rates quoted by the Bidder in the Physical Price Bid shall be inclusive of cost of all manpower, supervision, cost of safety, shifting, transportation, equipment, all equipment Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / 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 agency 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, agency'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 agency for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc...

Estimated cost is derived considering wage rate for manpower applicable as on 01/03/2024.

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for staff, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The rates quoted by Bidder shall remain firm till completion of the contract period and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for staff, equipment, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work by agency or due to non-availability of work front by GIPCL or any reason whatsoever.

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

The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remain unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL representatives.



3. **Contract Period**

Contract period will be two years from the date of commencement (mobilization period will be 07 to 15 days from the date of issue of Lei or Work Order whichever earlier).

4. **TERMS OF PAYMENT**

A. Conditions of Payment:

The agency shall raise running invoices in duplicate every month in respect of the staff deputed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Security deposit at 10% of Annual contract value excluding taxes & duties shall be submitted as per clause no.: 1 of Section-C.
- (iii) **Above said work is currently exempted from GST as per prevailing Tax Rules. Hence, GST is not applicable.**
- (iv) GST, if applicable (in future) 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 Goods and service Tax 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 agency 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.
- (v) At the time of submission of the first monthly RA Bill, the Agency shall submit a certificate from Officer-in-charge regarding availability staff etc at OHC. The Agency shall also furnish the checklist as per ANNEXURE-A enclosed with the Section-F of tender document along with the RA bill of respective month.



(vi) While making running account payment, the following deductions may be made by GIPCL, if applicable:

1. Cost of materials issued, if any, by GIPCL and to the extent consumed.
2. Security deposit recoverable if any.
3. Advance payments, if any.
4. Penalty for non-availability of staff, any negligence by staff, damage to GIPCL property / equipment or any other reason, if applicable
5. Any other dues recoverable by GIPCL from the agency under the contract.

(vii) The agency along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.

(viii) The Agency shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Agency. GIPCL shall not entertain any bill for any work item after expiration of period of four months

(ix) The Agency shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Agency shall be deemed to be inclusive of all and whatsoever the claims that the Agency may have from GIPCL. The Agency shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Agency 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 Agency in his Final Bill.

Penalty:

The Agency shall be required to provide the medical and paramedical staff as per the requirement of company. In case any of the staff remained absent from duty during the currency of the contract, then the liquidated damages as per below table shall be leviable. The below-mentioned liquidated damages shall be made applicable in case the contractor fails to provide required manpower for more than 7 days during particular month. Category of Staff:



Category	Amount per day
MBBS Doctor	Rs.500/-
Qualified Nurse – Male / Female	Rs.250/-
Qualified Lab Technician	Rs.250/-

The maximum time frame allowed in case of new recruitment will be maximum 15 days.

B. Requirement for Medical Officer and Sr. Medical officer is required with CIH mandatory. If agency does not able to supply Medical Officer with CIH & Sr. Medical Officer with CIH, then 20% of Scheduled line Item Rate will be deducted from your invoice on monthly basis.

5. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Agency shall submit each RA bill of work carried out along with following documents:

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc... along wage certificate pertaining to respective bill period.
- (ii) Notarized Indemnity Bond as per Performa, in case of Final bill.
- (iii) No claim - No arbitration certificate as per Performa, after releasing final bill payment.

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

6. DAILY REPORTS & MIS

Staff provided for the above work will report to Officer I/c. of HR & Admin and attendance / work will be certified by Officer I/c. of HR & Admin.

7. MOBILIZATION AND EXECUTION

- A. Contractor shall mobilize the resources at site within 7 to 15 days from the time the intimation given by GIPCL.

8. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the contractor are as



given in the Section-E (Schedule of Quantity). estimated and shall vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities.

In case, contract quantity/amount exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of entire contract period. Contractor shall responsible to complete the particular job up to entire satisfaction of Engineer-in-charge.

The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Plant requirement.

09. 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.

" E- Tender for "Biennial Rate Contract for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village- Nani Naroли, Tal- Mangrol, Dist.-Surat for the year 2024-26



SECTION-E
SCHEDULE OF RATE

Biennial Rate Contract for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village Nani Naroли, Tal. Mangrol, Dist. Surat for the year 2024-26.

Sr. No.	Item	Qty.	Unit	Per month Amt.	Total Amount.
	Providing Doctors, medical staff and Lab. Technician to Manage Occupational Health Centre of GIPCL at Surat Lignite Power Plant.				
1	(a) MBBS Doctor with CIH (1 no.) Minimum 03 years of experience.	24	Monthly	Rs.1,33,348/-	Rs.32,00,352/-
2	(b) Qualified Nurse (01 in each in shift). Total quantity-04 numbers. Should be available round the clock. The knowledge of Computer and Gujarati language is essential. Male Nurse is required in Night Shift. (4 no.) Minimum 03 years of experience	24	Monthly	Rs. 99,158 /-	Rs.23,79,792/-
3	(c) Qualified Lab Technician (DMLT) (1 nos.) Minimum 03 years of experience	24	Monthly	Rs.23,319/-	Rs.5,59,656/-
	Total for two years				Rs.61,39,800/-
4	Sr. Medical officer with CIH on As and when required basis. Minimum 05 years of experience.	180	180	Rs. 4,811,60/-	Rs. 8,66,088/-
Total					Rs. 70, 05, 888/-



Note:

1. Rates should be all inclusive of charges considering Over Time, Public Holidays/Weekly Off, reliever/statutory pay like PF, Bonus, Leave Encashment etc.
2. **Above said work is currently exempted from GST as per prevailing Tax Rules.**
Hence, GST is not applicable.
3. The agency shall have PAN, PF Code Number and GST Registration no.
4. Agency shall insert positive value like 1,2,3 which indicate above price on SOR
5. Agency shall tick mark (√) which indicate equal to SOR **My rates are as under.**

Tick mark (√) if your offered rates are equal to estimated value (Rs 61,39,800/-)

OR

%age above the estimated value. If your offered rates higher than estimated value (Negative % will not be considered.)



SECTION-F
LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS:

For the month of:

1. Work Order / P.O. No. :
& Contract value
2. Nature of work :
3. Duration of Work Order : From _____ To
4. Maxi. No. of manpower
per day Deployed in the month : M F Total.
5. Details of labour licence: Valid Up to _____ for person _____
6. Details of E.C Policy: Valid Up to _____ for person _____
7. Documents attached for verification : Wage & Attendance sheet **Yes/No**
for the previous month PF Challan **Yes /No**
8. Document attached for verification: Bonus Payment register **Yes/No**
(In case of Final Bill) Leave register **Yes/No**
9. Security Deposited/ Retention money: Yes / No if yes, Rs. _____

Date:

Signature of agency
With official stamp



2.0 ANNEXURE-B

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

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

B. G. No. _____ Date: _____

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

AND WHEREAS one of the conditions of the "said contract" is that "agency(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 agency(s)/seller(s) for execution/ supplies made under the "said contract."

2. We Bank 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 Agency(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 Agency (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs.(Rupees.....only).



3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the agency(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 Agency(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Agency(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 Agency(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 Agency(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 Agency (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 Agency(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney
Signature of duly Authorized person.

On behalf of the Bank with Seal & Signature cod



3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: __

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



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

Date.....

Bank Corporate Seal of the
Bank By its constitutional
Attorney

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



04. ANNEXURE-D

PERFORMA CERTIFICATE

(No claim, No arbitration)

To,
Chief General Manager (Fin, I/c HR&A) & CFO
Gujarat Industries Power Company Limited

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under: -

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

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

For, M/S. _____
Signature, Stamp and date.

" E- Tender for "Biennial Rate Contract for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village- Nani Naroli, Tal- Mangrol, Dist.-Surat for the year 2024-26



5. Form-A

List of qualifying staff to be submitted with physical documents

Sr.No.	Name of Supervisor	Qualification	Experience

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

Note: Form-A of Bid without price shall be submitted with Part-



6. ANNEXURE-E

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

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



7. ANNEXURE-F

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

All the deviations from the terms & conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION
	COMPANY SEAL			
	SIGNATURE-----			
	NAME-----			
	DESIGNATION---			
	COMPANY----			
	DATE ----			

The bidder here by certifies that the above mentioned are the only deviations from OWNER's Tender 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 Tender Document, then the latter shall govern and will be binding on the BIDDER for quoted price.



08. ANNEXURE-G

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/SD/TENDER FEE

1. For making online payment, first go to the website: **www.gipcl.com**
2. Then, click on the caption/link as can see like:

“Click here for Making Online Payment of Advance for Ash, DM water etc.”

(The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)

3. After clicking the link, the new page will open. On this page, no need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self-explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

If the some required fields are not known/available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

Optional Note: Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Deptt. or Concerned Person, so that the vendor can be identified. The same party code may be used for future transactions also.

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.
By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

Important Note: Please note that for making online payment through the above gateway, the charges* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

Payment Mode	Charges
Net Banking	Rs.9 + GST
Debit Card	NIL
Credit Card	0.75% + GST
International Card	3.00% + GST
UPI	NIL

" E- Tender for "Biennial Rate Contract for Managing / Running Occupational Health Centre of GIPCL at Surat Lignite Power Plant, Village- Nani Naroli, Tal- Mangrol, Dist.-Surat for the year 2024-26



09. ANNEXURE-H

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



ETHICS PACT
GUJARAT INDUSTRIES POWER COMPANY LIMITED

Reference PO Number

Date:

Integrity Pact No. :

Contract Period

Date:

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

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

Seal & signature

Seal & Signature

(GIPCL's Authorized Signatory)

(Party's Authorized Signatory)

Name:

Name:

Designation

Designation