



**GUJARAT INDUSTRIES POWER COMPANY LTD
P.O. RANOLI-391350, DIST: BARODA**

TENDER NO: Mat.34/MM/SAPAMS/24-25/

**Tender Date: 12.04.2024
Tender Due Date: 03.05.2024**

**REQUEST FOR PROPOSAL (RFP)
FOR
SAP MAINTENANCE SUPPORT
AT GIPCL**



TENDER NO: Mat. 34/MM/SAPAMS/24-25/ dt. 12.04.2024

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



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NOTICE INVITING TENDER (NIT)

Name of work	SAP MAINTENANCE SUPPORT AT GIPCL
Mode of Support	Off Site
Place of work	1. Gujarat Industries Power Co. Ltd., P.O. Ranoli-391350, Dist. Baroda. 2. Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of items as mentioned against item descriptions in BOQs.
Contract Period	Three years
Tender Fee	Rs.2,950/- (Two Thousand Nine Hundred Fifty Only) by Demand Draft in favor of GIPCL Payable at Vadodara.
EMD	Rs.52,000/- (Fifty-Two Thousand Only) by Demand Draft payable at GIPCL, Baroda or NEFT / RTGS or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Availability of online e-Tender document	Tender will be available on (n) Procure website from 12.04.2024. Tender can also be viewed on GIPCL website: www.gipcl.com from 00.04.2024.
Last date of online submission of offer	03.05.2024 up to 17:30 hrs. on website: https://gipcl.nprocure.com
Submission of EMD and other supporting documents for technical Bid in physical form.	On or before 03.05.2024 during office hours at office of Gujarat Industries Power Company Ltd. , P.O. Ranoli-391350, Dist.: Baroda, Gujarat – India.

NOTES:

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

General Manager(M&C)

Gujarat Industries Power Company Limited
P.O. Ranoli-391350, Dist.: Vadodara, Gujarat.

Phone: (0265) 2234252. E-Mail: purchase@gipcl.com



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SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.4 MW comprising of various conventional and renewable projects.

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

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

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

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

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

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

2. SCOPE OF WORK:

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

2.2 Detailed scope of work and other requirement is mentioned in the **SECTION-D**.

3. GENERAL INSTRUCTIONS:

3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.

3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety &Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

- 3.4 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.5 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.6 The tender documents shall not be transferable.
- 3.7 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.8 Conditional offers shall not be considered and liable to be rejected.
- 3.9 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.10 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.11 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.12 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre-award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.13 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.14 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.15 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.16 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. 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.

5. **ELIGIBILITY CRITERIA:**

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

Sr. No	Particulars	Bidder	Documents Required
1	SAP ERP Implementation/ Upgrade / Support Experience	The bidder shall have executed at least two SAP ERP implementation or SAP support orders having minimum 150 SAP users for not less than two years of continuous support during last 05 (Five) years reckoned from the date of bid submission.	Copy of awarded Work Order/ Purchase order, Project completion certificates (preferably from the client for these three projects) and reference names of concerned officials and financial value of projects performed.
2	SAP Partner Status	The Bidder should be an Authorized SAP Gold / Platinum Partner for India operation.	Partner Status certificate from SAP.
3	Black listed Company	Should not be in the "Blacklist (Banned list)" released by the PSUs, Government of India, Government of Gujarat or any other Government body.	Self-attested letter by Bidder on its letter head Respectively.
4	GST/Tax Registration	GST registration No., PF code and PAN numbers	Authenticated copies of certificates

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

One similar completed work each costing not less than the amount equal to INR 41,60,000.

OR

Two similar completed work each costing not less than the amount equal to INR 26,00,000.

OR

Three similar completed work each costing not less than the amount equal to INR 20,80,000.

5.2 Tender Fee: The Tender fee shall be accompanied in form of demand draft /RTGS.

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

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

5.5 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.

5.6 Bidder should have average annual **turnover of INR 15.60,000** during last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years **i.e. 2020-21, 2021-22, 2022-23** 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.

5.7 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.

5.8 The net worth of the bidder should be positive as evidenced from audited accounts of last financial year.

5.9 In case Bidder is Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.

5.10 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.

5.11 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.

5.12 GIPCL shall also take into account past experience of Project execution by Bidder for GIPCL or other reputed organizations while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection.

GIPCL decision regarding the same shall be final & binding to the bidder.

5.13 GIPCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past project (s) executed for GIPCL based on reasonable grounds / reasons for such rejection/disqualification. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.

5.14 Bidder should submit complete tender documents duly signed & stamped indicating deviation taken, if any against any terms & conditions of Tender in deviation sheet.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof with EMD & Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by the Bidder. GIPCL reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

6. TENDER FEE & EARNEST MONEY DEPOSIT (EMD):

6.1 Tender Fee **Rs.2,950/-** (Including GST) (Two Thousand Nine Hundred Fifty Only) (Non-Refundable) by Demand Draft in favor of GIPCL Payable at Vadodara shall accompany with Bid.

6.2 **An EMD of Rs. 52,000/-** (Rupees Fifty-Two Thousand only) shall accompany with Bid.

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

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

BANK NAME: - INDIAN OVERSEAS BANK

BRANCH: - JAWAHARNAGAR, DIST: VADODARA

IFSC CODE: - IOBA0000473

BENEFICIARY NAME: **GUJARAT INDUSTRIES POWER COMPANY LIMITED**

A/C No.- 047302000000404

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

6.5 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder as per condition of Tender.

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

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

6.8 No interest shall be payable on EMD/ Security deposit.

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

6.10 **SCHEDULE OF EMD:**

EMD, Tender Fee and other documents duly signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: General Manager (M&C) GUJARAT INDUSTRIES POWER CO. LTD., P.O. Ranoli-391350, District-Vadodara Gujarat Phone: (0265) 2234252 Mail ID: purchase@gipcl.com
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7. **SUBMISSION OF BIDS:**

A: MODE OF SUBMISSION:

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

- (a) Techno-commercial Bid without price bid.
- (b) Price Bid.

(a) TECHNO-COMMERCIAL BID WITHOUT PRICE BID:

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

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

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

1. The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of Eligibility Criteria as per clause no- 5 of Section-A
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any) and execution details.
6. P.F Number and Allotment Letter.
7. PAN Number.
8. GST registration number/certificate copy.

(b) PRICE BID:

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

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.

8. MODIFICATION AND WITHDRAWAL OF BIDS:

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

9. POLICY FOR BIDS UNDER CONSIDERATION:

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

10. EFFECT AND VALIDITY OF THE BID:

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

11. OPENING OF BIDS:

- 11.1 The pre-qualification/Technical Bid/price Bid will be opened by the authorized officers of GIPCL.
- 11.2 Preliminary Examination:
 - 11.2.1 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:

- 12.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 12.2 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.

- 12.3 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.
- 12.4 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.
- 12.5 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. 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.
- 12.6 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:

- 13.1 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.
- 13.2 Any Tender without EMD and Tender fees will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 13.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

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:

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

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

16. ASSIGNMENT AND SUB-LETTING:

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

17. CONTRACTOR'S OBLIGATIONS:

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER:

(i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.

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 online Bid, in writing or by E-mail at the GIPCL's mailing address purchase@gipcl.com as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

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 ON DOCUMENTS AND SPECIFICATION:

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

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

21. PAYMENTS:

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

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

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

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



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SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format which Bidders can download from the website <https://www.nprocure.com> and <https://gipcl.nprocure.com> and It can also be viewed from Company's website www.gipcl.com.
2. Price bid should be submitted online through the website <https://gipcl.nprocure.com> only. No physical submission of price bid will be entertained as it should be furnished on-line only. Also, no Fax, E-Mail, letters will be entertained for the same.
3. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n) code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
4. All bids should be digitally signed.
5. Following should be submitted 'off-line' (Physical documents) in sealed covers separately during dates & time set in NIT at our office at P.O. Ranoli, Dist.: Vadodara-391350, Gujarat.

[1] Tender Fee & E.M.D. covers [2] Documents of eligibility criteria & Supporting Documents for Technical Bid. [3] Tender document duly signed & stamped on each page.

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

E-REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in E-Reverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of E-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com>. After creating e-auction USER ID, bidders are required to inform e-auction USER ID by mail to GIPCL for authentication to enable the bidders to participate in e-auction process.

6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

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



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SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount equivalent to 10% of the Annual Contract Price (excluding Taxes & Duties) valid for 36 months from the date of award of contract from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in SECTION-F and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted within twenty-one days (i.e.21) from the date of LOI/work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever. GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG) / Contract security deposit.

The Performance Bank Guarantee (initial security deposit) will be returned to the Vendor/Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of SD will result in equivalent late release of entire SD after guarantee period.

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

Note: BGs to be furnished from any of the banks from the list given in BG Format.
Please note that NO OTHER BANKS are to be allowed other than the list given in BG format.

2. PRICE AND QUANTITY:

Price quoted by the bidder should be firm and no price increase will be allowed to the bidder. The prices quoted by the bidder shall be in sufficient detail to enable GIPCL to arrive at the price of equipment/system offered. GIPCL reserves the rights to increase or decrease the quantity and quantum of work irrespective of any technology. The prices quoted shall be in Indian Rupee (INR). The Bidders should also consider all levies, freight, insurance, lodging, boarding, conveyance etc. No other / extra payment will be made by GIPCL for any reason.

3. GOODS AND SERVICE TAX:

GST @18% or as applicable will be paid extra by GIPCL. Successful bidders shall have to submit GST registration certificate along with their Invoice.

4. INCOME TAX / TDS:

Income Tax / other tax in respect of Income arises from this contract shall be deducted at source from your bills as per IT rules prevailing from time to time. Successful vendor shall have to submit copy of PAN CARD along with their Invoice.

5. DISCIPLINE:

Bidder shall carry out the job with due diligence and in a safe and workman policies. Bidder shall maintain strict discipline and good character among its employees and its sub bidder employees and shall abide by and conform to all rules and regulation circulated by GIPCL. Should corporation feel that the conduct of any of Bidder/sub bidder's employee's is detrimental to GIPCL's interest, GIPCL shall have the right to request for the removal of such employee either for incompetence, unreliability, misbehavior, security reason etc. while on or off the job. The Bidder shall comply with any such request to remove such personnel at Bidder's expense unconditionally.

Boarding, lodging and daily transportation or bidder's experts / workmen and materials are in the scope of the Bidder. The work is to be carried out as per safety and security rules and regulations of GIPCL.

6. TERMINATION OF CONTRACT BY GIPCL:

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

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

7. SETTLEMENT OF DISPUTES:

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

8. INTERPRETATION OF CLAUSE:

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

9. EMPLOYEE'S COMPENSATION INSURANCE:

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract.

The E. C. Policy should be obtained from Baroda/Surat Jurisdiction (As per Work Location) and shall be assigned to GIPCL. EC policy should cover the specified contract period.

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

10. STATUTORY REQUIREMENTS:

a. COMPLIANCE OF LABOUR LAWS:

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

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
 - 2.1. The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 2.2. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at GIPCL sites and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 2.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admin. Dept.
 - 2.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 2.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.

- 2.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 2.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 2.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.

2.22. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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

b. LEGAL ASPECTS:

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

11. PAYMENT OF WAGES:

Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

12. ACCIDENT TO WORKMEN:

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

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

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

14. SAFETY ASPECT:

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

15. REJECTION OF WORK:

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

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

16. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labors, equipment, vehicles, etc. to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipment are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- e. The contractor has to take EC insurance policy for their workmen.
- f. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- g. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activity and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- h. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer in Charge for PTW (Permit to work), work instruction, Return of permit.
- i. The contractor has to submit daily reports showing work carried out with details.
- j. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- k. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc. of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- l. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

- m. GIPCL shall not be liable to provide local transportation.
- n. GIPCL will not provide logging, boarding or any other pocket allowance.

17. CONTRACTOR'S SUPERVISION:

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

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

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

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

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

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

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

19. FACILITIES TO BE PROVIDED BY GIPCL:

The Company shall provide the following facilities to the Contractor at the site:

- a. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL-SLPP township at discretion of GIPCL, if available.
- b. First aid facilities as available on chargeable basis.

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

20. WORK MEASUREMENT/CERTIFICATION:

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

21. 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.

22. INDEMNITY:

The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

23. GOVERNING LAW AND JURISDICTION:

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

- 24. 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.



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SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK:

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

HR AND PAYROLL
FINANCE / CONTROLLING (FI / CO)
MATERIALS MANAGEMENT (MM)
PLANT MAINTENACE (PM)
HUMAN CAPITAL MANAGEMENT (HCM) / EMPLOYEE SELF SERVICE (ESS) /
MANAGEMENT SELF SERVICE (MSS)
SALES & DISTRIBUTION (SD)
PROJECT SYSTEM (PS)
FILE LIFECYCLE MANAGEMENT (FLM)
ADVANCED BUSINESS APPLICATION PROGRAMMING (ABAP)
BUSINESS APPLICATION SYSTEMS INTEGRATED SOLUTION (BASIS)
SOLUTION MANAGER

CUSTOMIZED MODULES DAILY GENERATION REPORT (DGR), ASH HANDLING
SYSTEM, DEMINERALIZED WATER (DM) WATER SALES, STANDARD GST, e-INVOICE
AND e-WAY BILL WITH GOVERNMENT GST PORTAL INTEGRATION,
ENHANCEMENT PATCH UPGRADATION etc.
2. You will be responsible for following.
Off-site Comprehensive support up to 180 tickets for all modules
mentioned in Point No 1 in Detailed Scope of Work.
3. Support shall be extended at following locations of GIPCL. Head office –
Baroda and Other Plant offices at Surat Lignite Power Plant -SLPP

1.1 SPECIFIC REQUIREMENT:

1. The successful bidder shall provide contact numbers, email addresses, escalation matrix of a dedicated support team. GIPCL shall be kept informed well in advance in case any changes are being made in the contact details. Offsite / Onsite Consultant should have minimum 5 years of experience in support / upgrade / implementation project.
2. Project co-coordinator of your team shall submit detailed documentation (e.g. Technical documents, configuration documents if any) for each resolved issue to Corporate IT Head GIPCL.
3. The successful bidder shall apply the necessary applicable SAP patches, notes and releases after proper testing, in entire GIPCL SAP landscape.
4. For changes pertaining to completely new processes, or any new developments etc., the total efforts (man days) required for the change requests will be mutually agreed by both the successful bidder and GIPCL. If the total efforts required are less than 5-man days, then the you will implement the change free of cost.

In case of changes requiring efforts more than 5-man days GIPCL will obtain a management approval for the financial implication to carry out the changes.

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

5. The consultants of the successful bidder will bring their own required devices (Laptops etc. duly vetted and authorized by GIPCL IT team) while visiting GIPCL.
6. The successful bidder shall submit all the necessary documentation (i.e., Functional specs, Technical Specs, List of affected codes, Test scripts, Unit test plans, System Test plans etc.) for any changes they perform in the system. All these documents should be approved by GIPCL.
7. The successful bidder should also carry out Code review, SIT of the process / module (including co-ordination with other vendors), Unit testing, functional testing of components etc. They will also be responsible for conducting the User acceptance testing for the same where the users will participate.
8. GIPCL may ask the consultants of the successful bidder to provide awareness for some processes to the users as per the requirement.
9. The basis consultants of the successful bidder will perform all type of monitoring and administrative activities like restarting SAP servers, maintenance of system configuration, administration for Browser-Based User Dialogs, User Administration (ABAP/JAVA), Creating and maintaining RFC Connections, Administration and maintenance for External Communication, Schedule Background Tasks, Printer and spool administration / maintenance, Administration and maintenance of Transport Management System, System Monitoring and Trouble Shooting, Setting Up an SAP System Landscape, SLD monitoring, Exporting/importing Transport Requests, , System Workload Analysis, System trace monitoring, Performance Analysis, SAP Memory Management , System Load Verification, Expensive SQL Statements Analysis, SAP Table buffering, Database Overview and monitoring, DB Monitoring Tools, Recovery, DBA activity through BR* Tools, RESTORING a BACKUP without any additional cost to GIPCL.
10. The successful bidder will perform SAP BASIS activities in SAP ECC Sandbox, SAP ECC Development, SAP ECC Quality, SAP ECC production, SAP Enterprise Portal development and SAP Enterprise Portal Production systems. They will also perform all the System Monitoring and health check activities for smooth running of the servers.
11. The successful bidder shall prepare weekly/monthly status reports and submit to GIPCL. The project manager of the Successful bidder will prepare the presentation for the steering committee meeting and present the same to GIPCL management. A senior representative of the successful bidder will attend all the steering committee meetings to be held at GIPCL.
12. The successful bidder will follow INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY (ITIL) Framework for support and PROJECT MANAGEMENT INSTITUTE (PMI) methodology for project related activities during the support period.
13. The successful bidder shall interact with other product (like E-Tender System) vendors / support vendors for system related issues in co-ordination with GIPCL.
14. The team of successful bidder shall take up any SAP product level issues with SAP AG through SAP market place and shall also follow up on the same for quick resolution.
15. If any support is required pertaining to SAP applications in DR site then same shall be extended by the successful bidder to the DISASTER RECOVERY (DR) site without any additional cost.

16. The successful bidder will follow the holiday calendar of GIPCL. They should deploy offsite support team during the GIPCL working days from Monday to Saturday (9 AM to 5.30 PM). The vendor team has to work late after working hours and attend issues on weekends/holidays as and when required without any additional cost to GIPCL.
17. Successful bidder shall keep each & every record, logs of the proceedings of each phases of the project in writing to avoid any debatable issues of delaying the project on accounts of reasons attributable to both the sides i.e. SI as well as client.
18. Successful bidder shall submit certificate from Corporate IT Head GIPCL, the Helpdesk ticket analysis with all status, Change Request status and status of all service requests logged with OEM SAP for every month with a presentation and any other issues if bidder wants to address in a bimonthly meeting with Corporate IT Head GIPCL. Additionally, successful bidder may share their comments on quality of tickets, any major issues encountered & resolved, operational difficulties and adoption of best practices to help in reducing the tickets volume further.
19. Successful bidder shall obtain compliance to SLA regarding applications and Database certified from GIPCL IT. A bimonthly meeting of Corporate IT Head GIPCL, Module owners would be held at GIPCL, Vadodara on a regular basis. Minutes of meeting (MoM) shall be drawn and it would serve the basis for releasing maintenance support charges for the months involved to the successful bidder.
20. Penalties if any for Monthly Maintenance Support charges shall be as per SLA mentioned in succeeding paras.

21. SERVICE LEVEL AGREEMENT (SLA)

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

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

Severity Levels	Severity Type	Description	Resolution Duration/Penalty for Non-Compliance
1-Show stopper	Critical	An Issue that prevents users from making operational use of the software / modules. None of the user are able to work	Resolve within 8 business Hours/ Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per business hour for a period exceeding above said 8 hours resolution time. In case the error is not resolved within 2 business days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per business hour for the delayed period after 2 business days.

2 -	High	An Issue that has a significant impact on GIPCL's use of any critical functions of software / modules	Resolve within 16 business hours. / Errors are not resolved within the stipulated time as above, There shall be a penalty INR 500 per business hour for period exceeding above said 16 hours resolution time. In case the error is not resolved within 4 business days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per business hour for the delayed period after 4 business days.
3 -	Medium	Non-critical errors: Such class of errors will include problems/ bugs which result in minimal impact to the use and live operation of software / modules	Within 5 business days. / Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per business day for period exceeding above said 5 days resolution time. In case the error is not resolved within 10 days from the time of reporting of the error, Bidder shall be liable to pay a penalty of INR 1000 per business day for the delayed period after 10 days.
4	Low	'Cosmetic' errors: which are not key to the business operations	Within 10 business days/ Errors are not resolved within the stipulated time as above, there shall be a penalty of INR 500 per business day for period exceeding above said 10 days resolution time.

Note-

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

22. DELIVERABLES:

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

- (i) User Manuals and Training documents for newly implemented processes or for any changes in the existing processes.
- (j) Providing test documents for the given solution of the issue during UAT.

23. KNOWLEDGE TRANSFER (KT) PROCEDURE:

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

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

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

HR&A AND PAYROLL
FINANCE / CONTROLLING (FI / CO)
MATERIALS MANAGEMENT (MM)
PLANT MAINTENACE (PM)
HUMAN CAPITAL MANAGEMENT (HCM) / EMPLOYEE SELF SERVICE (ESS) / MANAGEMENT SELF SERVICE (MSS)
PROJECT SYSTEM (PS)
SALES & DISTRIBUTION (SD)
PROCESS INTEGRATION (PI)
FILE LIFECYCLE MANAGEMENT (FLM)
ADVANCED BUSINESS APPLICATION PROGRAMMING (ABAP)
BUSINESS APPLICATION SYSTEMS INTEGRATED SOLUTION (BASIS)
SOLUTION MANAGER
CUSTOMIZED MODULES DAILY GENERATION REPORT (DGR), ASH HANDLING SYSTEM, DEMINERALIZED WATER (DM) WATER SALES, STANARD GST, e-INVOICE AND e-WAY BILL WITH GOVERNMENT GST PORTAL INTEGRATION, ENHANCEMENT PATCH UPGRADATION etc.

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

1.2 FAILURE DURING EMERGENCY:

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty-four hours notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 10% overhead charges. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

1.3 SCOPE OF CONTRACTOR:

The Contractor shall have to provide necessary facilities like travel / lodging /boarding for their team members during any onsite visit to GIPCL. GIPCL will not reimburse any amount for such visit.

1.4 TO REMEDY DEFECTIVE WORK:

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before

the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the ENGINEER / GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

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

1.5 PRICE & RATES:

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, 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. (Except GST) and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc..

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

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

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

1.6 TERMS OF PAYMENT:

- I. At the end of each quarter, the Bidder's request(s) for payment shall be made to the GIPCL quarterly in writing accompanied by the details of work executed, supported with evidence of accomplishment of work. Such request shall be validated by GIPCL with its records and considering SLA criteria. Request shall be settled considering deductions to be applied if any and payment shall be made within 30 days from the date request received by GIPCL. GST shall be paid along with bills after fulfilment of following terms:
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.

- II. The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.

The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

1.7 GENERAL CONDITIONS OF CONTRACT:

General Conditions of Contract (Section-C) and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same. Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

1.8 SUBMISSION OF TECHNICAL DOCUMENTS TO THE CORPORATE IT HEAD:

Contractor shall submit following documents to Corporate IT Head GIPCL for verification purpose of the bill:

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

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

1.9 PAYMENT TERMS, SCHEDULE OF PAYMENT:

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

1.10 PENALTY:

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

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

1.11 RIGHTS TO DATA:

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

1.12 DELIVERY AND DOCUMENTS:

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

1.13 CONFIDENTIALITY:

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

1.14 INTELLECTUAL PROPERTY RIGHTS AND RIGHTS TO INTEGRATED APPLICATION SYSTEM:

GIPCL shall retain all right, title and interest in and to any and all software, firmware and hardware designed and developed for GIPCL by the vendor pursuant to this agreement, and any modifications thereto or works derived there from : Vendor shall have no right, title or interest in or to such designs, programs, modifications for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder, and as may be expressly set forth herein or in a separate written agreement executed between the parties. The terms software, software programs and programs shall include specifications, documentation, and technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to GIPCL by the vendor pursuant to this agreement. The terms firmware and hardware shall include the designs, drawings, specifications, custom designed electronic devices, documentation and technical information, and all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided to GIPCL by the vendor pursuant to this agreement. All software/program developed and related systems developed for GIPCL will be handed over to the company.

1.15 CONTROLLING OFFICER:

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



TENDER NO: Mat. 34/MM/SAPAMS/24-25/ dt. 12.04.2024

SECTION-E

SCHEDULE OF RATE (PRICE BID)

Sr. No	Description	UNIT	Qty.	Unit Price (In Rs.)	Total Amount (In Rs.)
1.	Off-site Comprehensive support up to 180 tickets (For 3 Years) for all modules mentioned in Scope of Work in SECTION -D.	Lump Sum	01	To be submitted thru n-procure	
2.	Per ticket rate for all modules over and above 180 tickets (For 3 Years) mentioned in Scope of Work in SECTION -D.	No.	01	To be submitted thru n-procure	
3.	Per man days cost for Change Request for new functionality implementation only on approval.	Man Days	30	To be submitted thru n-procure	
4.	Per man days cost for onsite visit only on approval.	Man Days	30	To be submitted thru n-procure	
5.	Deputation of Qualified Engineer at GIPCL Site on Monthly Basis only on approval. (Rate Only)	Month	12	To be submitted thru n-procure	
	TOTAL VALUE (In Rs.) (Excluding GST)			To be submitted thru n-procure	

Notes:

- For arriving at L1 Bidder (Lowest) Sr. No. 1, 2 and 30-man days each for Sr. No. 3, 4 mentioned above will be considered for only calculation purpose to bring all technically qualified bidder at par for financial bid evaluation.
- Man-days for Change Request (CR) shall be decided based on mutual agreement between bidder and GIPCL.
- In case of onsite visit of consultant/s lodging, boarding and travelling expense shall be borne by the bidder.
- GST @18% or as applicable will be paid extra by GIPCL.
- Any changes in Govt. Taxes / Duties would be applicable as on actual at the time of invoice processing.



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SECTION-F

LIST OF ANNEXURES & FORMS

ANNEXURE I- COVERING LETTER

Date: dd/mm/yyyy

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

Reference: Tender Number

Dated

Sir,

We, the undersigned, offer to off-site support for company's SAP ERP system across all locations in accordance with your tender. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, Technical Proposal and a Commercial Proposal submitted along with requisite EMD.

We hereby declare that:

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

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

- To design, develop, install & implement the required solution with respect to the requirements detailed in the RFP and provide respective services.
- To undertake the project and provide full support during the project execution, for revenue as mentioned in the commercial proposal.
- We affirm that the prices quoted are inclusive of software development cost, installation, at desired location of GIPCL, and support charges and inclusive of all freight, levies, etc.
- We enclose herewith the complete Technical Proposal along with this covering letter as required by you. This includes:
 - Proposed solution architecture and services offered as per RFP
 - Proposed Project Plan and Implementation Schedule
 - Schedule of delivery

- Warranty if any
- Manufacturer's authorization form(s) if any
- Demand Drafts for Bid Security as per the requirement of RFP as indicated in "Important Information" are enclosed in the cover containing pre-qualifying requirements

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

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

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

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

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

ANNEXURE-II

PARTICULARS OF THE BIDDER

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

COMPANY SEAL.....

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-III

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-IV

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

(On bidder's Firm's Letter Head)
CERTIFICATE

I /We _____ authorized signatory of M/s _____ here by certify that M/S. _____ is not related with other firms who have submitted tenders for the same items under this inquiry / Tender for the work of SAP Maintenance support at GIPCL, **AT & POST: Ranoli-391350, DIST: VADODARA.**

**Seal of the Firm Signature of the Bidder
With Designation**

Place:

Date:

ANNEXURE-V

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

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

B.G. No. _____

Date: _____

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

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

2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs.(Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s) / Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

.....2.....

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. 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.
9. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) / Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

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

Signature of duly Authorized person on behalf of
the Bank with Seal & Signature code.

...3...

Name of acceptable bank for bank guarantee: Bank guarantee must be issued from any of the following bank.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank
- AU Small Finance Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

Bank details for Bank guarantee are as under:

Name and Address of the Beneficiary	Gujarat Industries Power Company Limited, P.O. Ranoli, Vadodara - 391350.
Bank of Beneficiary	State Bank of India
Bank Account No. of Beneficiary	10323432215
IFSC Code of account of Beneficiary	SBIN0001946

ANNEXURE-VI

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter ~~at~~ “the said tender”) to Ms..... (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. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank’s consent and without affecting in any manner the Bank’s obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

...2...

7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. 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.
9. 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.
10. 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

Name of acceptable bank for bank guarantee: Bank guarantee must be issued from any of the following bank.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank
- AU Small Finance Bank

Please note that NO OTHER BANKS bank guarantee will be accepted other than above list.

Bank details for Bank guarantee are as under:

Name and Address of the Beneficiary	Gujarat Industries Power Company Limited, P.O. Ranoli, Vadodara - 391350.
Bank of Beneficiary	State Bank of India
Bank Account No. of Beneficiary	10323432215
IFSC Code of account of Beneficiary	SBIN0001946

