

GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

TENDER DOCUMENTS FOR-

*Biennial Rate Contract for “Security & Vigilance Services
for SLPP Plant, Colony, all Mines and Solar Plants”
for the Year: 2024-2026.*

Bid No. : SLPP/ SECURITY/BRC/2024-26

Dated – 20/04/2024



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**

INDEX

<u>Sr. No.</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>	
		From	To
(1)	<u>NOTICE INVITING TENDER (NIT)</u>	03	03
(2)	<u>SECTION – A</u> (Instructions to Bidders)	04	20
(3)	<u>SECTION– B</u> (Instructions to Bidders for online tendering)	21	22
(4)	<u>SECTION – C</u> (General Conditions of Contract)	23	35
(5)	<u>SECTION – D</u> (Special Conditions of Contract)	36	43
(6)	<u>SECTION – E</u> (Schedule of Quantities & Rates)	44	46
(7)	<u>SECTION – F</u> (Annexures and Forms)	47	58

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

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

NOTICE INVITING TENDER (NIT)

TENDER NO.: SLPP/BRC/SEC/2024-26 Dated - 20/04/2024

Name of work	Biennial Rate Contract for "Security & Vigilance Services" for GIPCL/SLPP Plant, Colony, all Mines and Solar Plants areas for the Year: 2024-2026.
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394112 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	Two (02) years (01.09.2024 to 31.08.2026)
EMD	Rs. 8,22,000.00/- (Rupees Eight Lakh Twenty-two Thousand only) by Demand Draft payable at Mosali-Surat / Nani Naroli-Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 5,900.00/- (Rupees Five Thousand Nine Hundred only)- through online payment mode only.
Availability of online e-Tender document	On website: www.gipcl.com and tender.nprocure.com
Last date of online submission of offer	13/05/2024 up to 17:30 hrs. on website: https://tender.nprocure.com only.
Submission of EMD, Tender fee and other supporting documents for Technical Bid in physical form.	On or before 13/05/2024 up to 1600 hrs, during office hours at the office of CGM (RE & SLPP) Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

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 tender.nprocure.com.
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

Chief General Manager (RE & SLPP)
Gujarat Industries Power Company Limited
Surat Lignite Power Plant
At & P.O. Nani Naroli
Taluka- Mangrol
Dist. Surat - 394112, Gujarat
Phone: (02629) 261063-72. E-Mail: mnbarnwal@gipcl.com

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.40 MW comprising of various conventional and renewable projects.

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

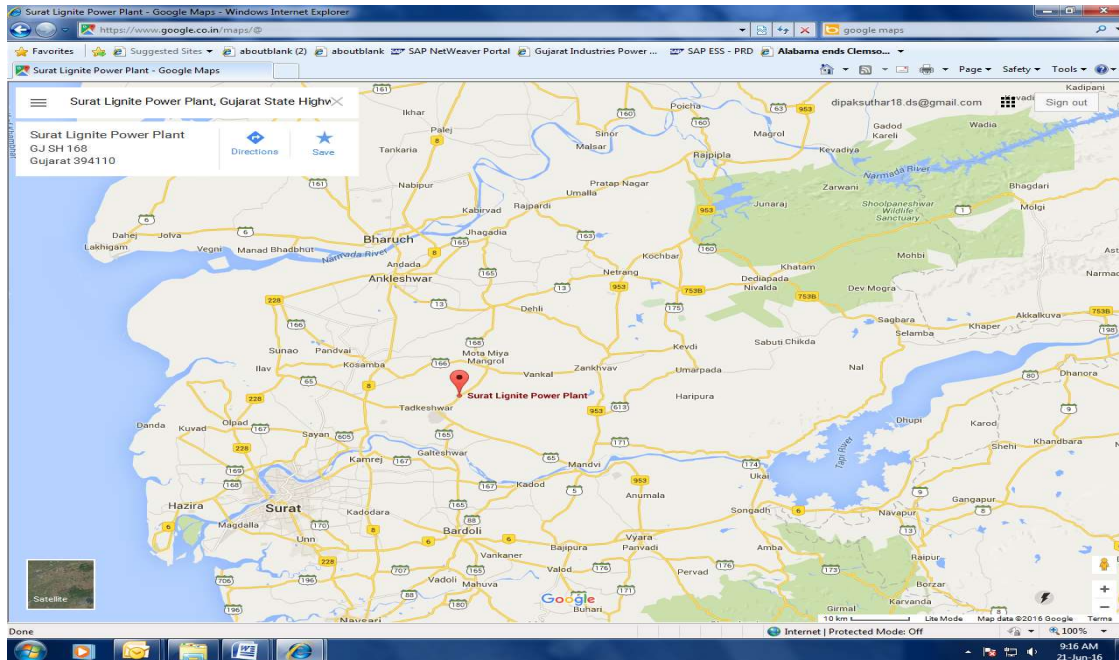
Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed 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 1 MW 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 and a 100 MW Solar PV project at the Raghnesda Solar Park, Gujarat.

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

BIENNIAL RATE CONTRACT FOR “SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS” FOR THE YEAR: 2024-2026.



The Company intends to award Biennial Rate Contract for “Security & Vigilance Services” for 4 x 125 MW Power Plant, its Colony, Pump Houses, all Mines, Solar plants and greenbelt/plantation on the mines’ leased areas for the period of two years (2024-2026) at SLPP and is therefore inviting open tenders online through tender.nprocure.com from experienced & resourceful agencies.

2. SCOPE OF WORK:

The Bidder shall be totally responsible for the security & vigilance jobs of the GIPCL/SLPP in plant, colony, pump houses and all the three Mines Solar Plants and greenbelt/ plantation on the mines’ leased areas.

- 2.1 The Bidder shall protect the GIPCL's property and persons round the clock, and if required, during their commutation from residence to the company and vice versa.
- 2.2 The Bidder shall disallow trespassing of unauthorized persons in the Plant, Colony, Mines, Solar plants, greenbelt/plantation areas, or any other premises belonging to GIPCL/SLPP.
- 2.3 The Bidder shall be responsible to monitor vehicular traffic at GIPCL gates and inside GIPCL’s premises and carry out proper search of GIPCL’s employees, laborers, visitors, materials etc., to ensure safety & security of its personnel & property and to prevent illegal exit of GIPCL's property. Bidder shall also guide the visitors after completing requisite procedure and perform such other related functions of the security as assigned by the controlling officer of GIPCL.
- 2.4 The Bidder shall check and verify incoming and outgoing vehicle, equipment and material and monitor loading and unloading of materials in the GIPCL's premises.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- 2.5 The Bidder shall take care of functions related to security, vigilance and other than above that may be required to ensure better security.
- 2.6 The Bidder shall deploy adequate number of persons for effective and efficient services which should include Security Officer, Supervisor, Guards, etc., Number of security guards shall be increased or decreased & shall be provided in accordance with the requirement of GIPCL from time to time.
- 2.7 The Bidder shall deploy 50% of security guards from ex-Defense and ex-Paramilitary Forces (Category-1) having sound physical and mental health and remaining personnel will be well experienced civilian Guards (Category-2). The Security Officer and Security Supervisors should be Ex-Service personnel only.
- 2.8 The Security personnel posted at GIPCL/SLPP must be free from communicable cardiovascular diseases, infections & surgeries. Candidate should not have a past history of mental illness. The nose, ear & throat should be in perfectly fit condition.
- 2.9 The Physical Fitness Test (PFT) – to determine the physical fitness of a guard following tests shall be conducted – (a) 0.5 Km running (within 3 minutes); (b) Balance Routine; and (c) Parade/Drill. Report of the Physical Fitness Test is to be submitted with physical standards of each candidate as mentioned in the condition of deployment of manpower.
- 2.10 GIPCL reserves the right to reject any security personnel if not found suitable.
- 2.11 The Bidder shall be responsible to make necessary arrangement for stationery, security equipment, uniform, its accessories, sticks, torches, bicycles, and any other equipment needed by the personnel for effective discharge of their duties.
- 2.12 In case of any abnormal situation sensed/seen by the Bidder's personnel related to security, vigilance and fire at premises of the GIPCL either from an insider or from outside persons (including nearby villages), a regular written report by the Bidder shall be submitted to the GIPCL's Authorized Officer.
- 2.13 The Bidder shall agree to take additional job assignments and shall deploy sufficient additional security force as & when required by GIPCL during the tenure of the contract. Additional charges shall be payable at mutually agreed rates.
- 2.14 In case of any theft and loss of property of GIPCL on account of negligence of guards, the same will be reimbursed by the Bidder or alternatively will be adjusted against payments due to the Bidder.
- 2.15 The Bidder shall be responsible for control and overall supervision of security personnel deployed by him and shall observe all rules and regulations of the GIPCL. The security personnel deployed shall be smart, in proper uniform, properly groomed, should maintain discipline and decorum.
- 2.16 The Bidder shall be responsible for the completion of the job as defined in this tender and in case he fails to do so; the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- 2.17 The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officer & his instructions & clarifications/interpretations shall be final & binding to the Bidder.
- 2.18 The Bidder shall have to engage well-trained and experienced Ex-service

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

man/guards in shifts and after office hours as well as during holidays according to the exigencies of the work. No claim or representation on this account shall be entertained by GIPCL.

- 2.19 The Bidder shall take full liability of the persons engaged by him. GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled by the Bidder.
- 2.20 The Bidder's responsible Officer should take round of the GIPCL's premises during the night hours, at least once in the fortnight and submit the report in writing to the GIPCL's Authorized Officer in morning of the next day.
- 2.21 In case of fire or any other emergency or if Company receives call from OCR (Off-site Industrial Emergency Control Room), Bidder shall attend to the emergency and assist the fire crew or emergency service personnel as per the instruction of GIPCL's Authorized Officer.
- 2.22 It is the responsibility of the Security Agency to protect the Plant, Colony & Mines area including the Plantation areas to ensure that no trespass takes place into company premises and also to ensure that no trees planted in the GIPCL/SLPP mines and mines leased areas for protection of environment is cut or removed including the branches, leaves or fruits thereof in any manner by anyone by any means without authorization, except those taking place naturally, and in case of an incident, same shall be brought to the immediate attention of GIPCL-SLPP management in writing.
- 2.23 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of Bidder in his quoted rates.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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

4. PLANT VISIT

- 4.1 It is perquisite and necessary for all interested Bidders to visit the site/plant after downloading the tender copy to understand the actual working conditions, compliance related to labor, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to Bidder's account. The Bidders shall examine the site of works and its surroundings at his own responsibility. The Bidders shall collect information that may be necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.
- 4.2 The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.
- 4.3 The submission of tender by a Bidder implies that he has visited the site and read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works & specifications of the works to be done, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of Bidder's rate, pay any extra charges for any other reason in case the Bidder is found later on to have misjudged the site conditions.
- 4.4 Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the Bidder from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, workforce, etc. Bidder has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.
- 4.5 Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, associated risks, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of manpower at site, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by GIPCL as basis for any claim for compensation. The submission of a Bid by the Bidder will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.
- 4.6 The rates quoted by Bidder shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the employee(s) of the company.

5. ELIGIBILITY CRITERIA

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

- 5.1 Bidder should possess minimum 03 years of experience during last five years in similar nature job in power plants / process industries. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients where the work was completed. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-Bidder or subletting agency shall not be taken in to consideration.
- 5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending on last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

One similar completed/executed work each costing not less than the amount equal to Rs. 319 Lacs.

OR

Two similar completed/executed works each costing not less than the amount equal to Rs. 213 Lacs.

OR

Three similar completed/executed works each costing not less than the amount equal to Rs. 160 Lacs.

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

- 5.3 Tender fee: The Tender Fee of Rs. 5,900.00/- (Rupees Five Thousand Nine Hundred only) shall be accompanied in form of RTGS.
- 5.4 EMD: The EMD of Rs. 8,22,000/- shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause no. 7.
- 5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents are 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 them within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.7 Bidder should have average annual turnover of Rs.581 lacs (calculated to be 30% of the estimated annualized contract value) for each of last three financial years i.e. 2020-21, 2021-22 and 2022-23. Bidder shall furnish annual audited financial statement duly certified by a qualified Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The Balance Sheet and Profit & 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 a Chartered Accountant.

- 5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.
- 5.9 The net worth of the Bidder should be positive as evidenced from audited accounts of last financial year.
- 5.10 In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/Bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.11 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

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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.

- 5.12 The Bidder should have minimum 50 ex-servicemen working under their payroll. A proof in this regard should be produced, along with technical bid. Before awarding the contract, it will be ensured that the agency is having the capacity to post required ex-serviceman for security duties. Work Order & performance certificates from 3 different clients where more than 50 ESM guards have been provided should be furnished.
- 5.13 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Bidder 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 / Bidder shall be recovered from the pending bills or any other dues payable to the Bidder / Bidder, if any or otherwise through any other recourse available under the Laws.

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

- 5.14 Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipment, tools & tackles, manpower deployment, associated risk, surrounding etc.

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

- 7.1 An EMD of Rs. **8.22 Lacs** and Nonrefundable Tender fee **Rs. 5900/-** shall accompany with Bid. Tender fee shall be submitted through on-line mode only while

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

EMD shall be submitted through RTGS / on line mode/ in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. only.

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

Bank for EMD DD

1. Bank of Baroda
2. State Bank of India
3. Any Nationalized banks

Payable at :

Mosali, Dist: Surat
Nani Naroli, Branch Code: 13423
Surat

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

BANK NAME:- State Bank of India
BRANCH:- Nani Naroli
IFSC CODE:- SBIN0013423
MICR Code:- 394002513
BENEFICIARY NAME: **Gujarat Industries Power Company Ltd.**
A/C No.- 33514692834

Also, EMD & Tender Fee may be submitted through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per detail provided in Section-F (Annexure-D) herein under.

- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 7.4 The EMD of the successful Bidder will be returned after payment of Security Deposit by successful Bidder.
- 7.5 The earnest money deposit will be refunded to the unsuccessful Bidder as soon as the tender is finalized and after award of LOI/Work Order.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the Bidder (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

7.9 **SCHEDULE OF EMD & TENDER FEES**

EMD & Tender fee and other documents dully signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: Chief General Manager (RE & SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 112, Gujarat Phone : (02629) 261063-72 Fax :- (02629) 261073 / 261074
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The envelope shall be clearly marked with "SURAT LIGNITE POWER PLANT-TENDER FOR BIENNIAL RATE CONTRACT FOR SECURITY & VIGILANCE SERVICES-YEAR-2024-2026."

8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the e-portal system within the dates specified in the NIT along with the details of Tender Fee, EMD in two parts as under:

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

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

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

- i. Qualification and experience of site in-charge. (If applicable)
- ii. Schedule of deviation (Annexure-G) Technical as well as commercial, if any.
- iii. Qualification & experience of Field Supervisors/Field Officers.

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

- (i) The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
- (ii) Proof of experience meeting the minimum eligibility criteria as mentioned in tender document.
- (iii) Performance certificate issued by clients.
- (iv) Previous work order copies.
- (v) Details of present work order (if any)
- (vi) Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
- (vii) P.F Number and Allotment Letter.
- (viii) PAN Number.
- (ix) Goods & Service tax registration number/certificate copy.
- (x) e-Auction USER ID generated on nProcure website- <https://e-auction.nprocure.com>.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through e- portal system.
Note: Estimate includes cost of all manpower, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc.
2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____%age above the estimated value." Negative %age will not be considered.**
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

5. 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.

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

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

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

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

13.1 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.\

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.

13.7 For the above referred purpose, a 'material deviation' shall be one:

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
- (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

14. RIGHT OF REJECTION OF TENDERS

- 14.1 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.
- 14.2 Any Tender without EMD and/or Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. AWARD OF CONTRACT

- 15.1 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.
- 15.2 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.
- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors.

16. CONTRACT PERIOD

- 16.1 The contract will be for a period of 02 years from the date of actual commencement of operation of the contract as stated in the Work Order.
- 16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and without entering into any new contract.
- 16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Bidder.

17. ASSIGNMENT AND SUB-LETTING

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

18. CONTRACTOR'S OBLIGATIONS

The Bidder shall be responsible for providing round the clock security services at GIPCL as per needs and direction of GIPCL official. In the event of any shortfall in the number of security guards for any reasons whatsoever it will be the Bidder's responsibility to replenish the requisite number of security personnel and ensure that at no moment any site / post will be left unattended. It must be clearly understood by the Bidder that the total strength of the security staff may differ depending upon various factors. The Bidder will reduce or increase strength as desired by the GIPCL management at 24 hours' notice. The agency should quote with minimum and maximum number of manpower which the agency can supply, on demand, within twenty-four hours.

- 18.1 The Bidder will deploy adequate number of Security staff for effective and efficient security and vigilance of SLPP which should include Security Officer (not below the rank of Subedar Major or Honorary Lieutenant), Supervisors (minimum JCO rank), Guards and Gunmen.
- 18.2 The Bidder shall deploy not less than 50% ex-servicemen security staff (i.e. Ex-Indian Army/ Navy/ Air force/ BSF/CISF and other paramilitary /police personnel) below the age of 55 years and having sound physical and mental health. Ex-servicemen's/ paramilitary personnel's original documents must be submitted to the GIPCL official at the time of initial deployment of each and every security personnel at GIPCL-SLPP for verification and copy thereof made available for records subsequently.
- 18.3 Remaining strength, only in Security Guards will be of Smart/good looking, experienced civilian guards with the height not less than 175 Cms. Minimum experience in security duties in Industries should not be less than 5 years. Background check of the civilian guards should be conducted by the Bidder and they should be deployed after proper police verification. Certificate in this regard will be submitted by the Bidder.
- 18.4 The Security personnel so provided shall be the Bidder's employees, wholly under his direct administrative control and supervision and the Bidder will be held solely responsible to take disciplinary action against them (or as directed by the GIPCL management) if they indulge any act of misconduct within the premises of GIPCL or outside during the tenure of the contract. However, decision taken by GIPCL official would be final and binding on the Bidder.
- 18.5 Security staff deployed at SLPP by Bidder must be well trained and motivated, smartly dressed and have a disciplined conduct expected of an ex-soldier. GIPCL-SLPP reserves the right to reject any personnel of the Security staff and decision of the controlling officer of GIPCL about deployment of manpower shall be binding on the Bidder.
- 18.6 The Bidder shall intimate regarding names, addresses etc. of Security personnel deployed by him from time to time to the GIPCL's Authorized Officer. The agency will also provide detail of each security personnel to the local police station immediately on taking over the contract and on monthly basis in case of new guards deployed in GIPCL. Service Discharge Book of ex-serviceman should be submitted, which should be available for Audit as and when required.
- 18.7 The Bidder shall issue Identity cards to all employees engaged by him with the instruction that the same should be produced by them on demand and shall at all times be carried by them while on duty.
- 18.8 The Bidder shall be responsible for overall administration and discipline of the security staff as well as for maintenance of equipment required for efficient performance of duties as per the scope of work. One administrator in charge should be posted at SLPP, who will be responsible for leave planning and relief of security staff, provision of dress, maintenance of equipment/ cycles/

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- motorcycles, and arrangements for daily meals. He may also assist in disbursement of wages to security staff. The Bidder will not divert security staff posted at SLPP for such administrative use.
- 18.9 The Bidder will ensure that the Security personnel deployed at the site are well behaved and observe discipline, good behavior and conduct and maintain good housekeeping as required by GIPCL. The engaged personnel shall not be found drunken or under influence of drugs while they are on duty and during their stay in GIPCL premises (Barracks). They should be physically and mentally sound with good eye sight.
- 18.10 The Bidder shall be responsible to make necessary arrangements for proper uniform with accessories, Lathi, shoes, raincoats, gumboot, jerseys, Beet books, registers, and all other equipment needed by the security staff for performance of their duties efficiently. The Security Officers must be provided one motor cycle each with fuel and maintenance cost and the Security Supervisors /Plant Patrolling guards must be provided bicycles by the Bidder for taking rounds and reaching their duty posts in their respective areas of responsibility (Minimum 10 bicycles required in a year).

Following are to be issued by the Bidder to his guards:

S.NO.	ITEMS	QUANTITY	REMARK
i.	Uniform (yearly)	02 pairs with all accessories	Cap, belt, lanyard, whistle.
ii.	Lathi	01	Yearly
iii.	Safety shoes	01 pair	Yearly
iv.	Woolen Jersey	01	Yearly
v.	Raincoat	01	Yearly
vi.	Gumboot	01 pair	
vii.	Umbrella	Total 10 nos.	Yearly
viii.	Torch (Re-chargeable)	As per requirement	
ix.	Reflector Jacket	As per requirement	
x.	Safety goggles	As per requirement	
xi.	Bicycles (yearly)	Total 10 nos.	With repair & maintenance cost
xii.	Motorcycles	01 for each SO	With fuel, repair & maintenance cost

- 18.11 The Bidder's supervisor will be responsible for proper supervision of the workforce engaged by him. He will maintain all relevant records and report regularly as required under rules or/and directed by GIPCL officials and he will coordinate with them. He will also be responsible for distribution of the duty post as directed by GIPCL official and arrangement or replacement of shortfall of force.
- 18.12 Contractor should maintain one computer with printer for keeping daily records' maintaining the data and preparing reports.
- 18.13 GIPCL will provide Barrack accommodation for Bidder personnel. The Bidder shall make his own arrangements for the meals to the Security Personnel near the barrack area approved by GIPCL-SLPP and will deploy one mess administrator to oversee the functioning of the mess. For key personnel of the security staff, one quarter in SLPP colony will be given to the Bidder for which rent, cable and electricity charges, etc. will be deducted from his monthly bill.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- 18.14 The Company holds the Bidder fully responsible for the security and safety of premises, assets and peoples there in the plant, colony and the mines and other area of responsibilities. The Bidder will be held liable for any thefts or security lapse that may occur during the tenure of this contract. In case of any theft or loss of money, materials and assets of the company or of the employees due to lapse/negligence of Bidder's personnel, company will deduct the same value of the amount from Bidder's dues. In this matter the decision of GIPCL will be final and binding on the Bidder.
- 18.15 The Bidder will provide a daily / monthly confidential report on internal and external factors and other influencing factor including data on labour union activities, if any to the HOD Security.
- 18.16 As provided under Contract Labour Act, payment is to be made by 7th day of every month. The penalty up to Rs.500/- for each defaulted day may be imposed. Payment received from GIPCL should not in any way be linked to the payment of wages to the security personnel.
- 18.17 The contractor will make arrangement to issue Salary Slip to all his employees before or on the day of disbursement of payment.
- 18.18 Adequate reserve will be maintained for providing weekly off to security staff.
- 18.19 For the shortfall in prescribed number of guards, penalty of Rs. 500/- per day will be deducted from the Bidder's monthly bill. Decision of head of Security department in this regard will be final.
- 18.20 All Security Supervisors should have knowledge of basic computer operation as they have to perform their duties at the gate, Pass Section / Material Section which have computerized functions.
- 18.21 The Bidder should provide eight security guards and two security supervisors who are specialized in crime prevention / intelligence collection.
- 18.22 The Bidder is required to provide two lady guards (preferably ex-Paramilitary/police) for checking the female laborers.
- 18.23 Standard of the Security staff should be as under:-
- a) Security Officer– Age below 58 years; should be able to read and write English and Hindi.
 - b) Security Supervisor – Age below 55 years; should be able to read and write English and Hindi.
 - c) Security Guard – (Ex-Serviceman) age below 50 years; should be able to read and write English and Hindi.
 - d) The Ex-Serviceman Guards should be SHAPE-1,
 - e) Civil Guards should be below the age of 45 years with minimum 175 Cms height, he should have well-built body, free from diseases communicable or otherwise.
- 18.24 The Bidder may be asked to provide Dog (Doberman or Alsatian breed) Squad with two handlers as and when required at his cost & expenses. Maintenance expenses for dog will not be paid.
- 18.25 GIPCL-SLPP reserves the right to change the norms regarding deployment of Security Guards due to exigencies of prevailing conditions. Payment to the Bidder will be made as per duty performed by actual type and number of security personnel as per quoted rates.
- 18.26 Any lapses/ violations by the Bidder of any of the terms and conditions, general and statutory requirements as specified in this bid document will be penalized by the controlling officer of GIPCL-SLPP. Defaults like vacant post/ indiscipline/ sleeping on duty/ intoxication etc. committed by the security staff will also be penalized as decided by the controlling officer of GIPCL. Repeated defaulters shall have to be removed from SLPP. A cumulative penalty, as directed by GIPCL

official for all lapses, violations and defaults in a month, will be imposed and deducted from the bill of the Bidder for that month.

19. Clarification of Bidding Documents

If a Bidder requires 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 mnbarnwal@gipcl.com as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

20. TIME SCHEDULE

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'.

21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS & 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.

22. PAYMENTS

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

23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.

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.

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No	Description
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BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

01.	Tender documents are available only in electronic format and same can be downloaded from the website https://tender.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com .
02.	Price bid should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.
03.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
04.	All bids should be digitally signed. The Bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India) Tel No-7359021663 E-mail: nprocure@ncode.in

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

REVERSE AUCTION:

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

BIENNIAL RATE CONTRACT FOR “SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS” FOR THE YEAR: 2024-2026.

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)
Tel No-7359021663
E-mail: nprocure@ncode.in

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

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- (i) As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of ten percent **(10%)** of the "Annual Contract Price excluding taxes and duties" from any Schedule Public Sector Bank or Schedule Private Sector Bank, namely- Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank, AU Small Finance Bank- in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty-one days from the date of LOI or Work Order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of four months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.
- (ii) GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract Security Deposit.
- (iii) 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.
- (iv) Bid security/EMD should be refunded to the successful Bidder on receipt of Performance Security.

2. RECOVERY CLAUSE

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

3. DEDUCTIONS FROM CONTRACT PRICE

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

4. 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 him 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

5. FAILURE & TERMINATION

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

If the contractor fails to execute the work or fails to mobilize the resources and equipment as per directions of GIPCL / Security In-charge within the time frame given and/or violating the GIPCL's safety rules & regulations, Security In-charge / GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional **10%** overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL / security in-charge as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

6. SETTLEMENT OF DISPUTES

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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

7. INTERPRETATION OF CLAUSE

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

8. 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 manpower.

9. 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 Bidder 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,

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- 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 Bidder shall be employee of the Bidder.
- 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 SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the Bidder 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&A Department.
 - 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

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Bidder 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/guards as per applicable laws.
 - 2.16. The Contractor shall be solely responsible for any accident caused to his guards 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 guards /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/Acts in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
 - 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the Contractor along with the next bill.
 - 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the Contractor and submitted as and when required.
 - 2.22. All employees of Contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Contractor to remove any such person who does not comply with it.
 - 2.23. The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
 - 2.24. **Annual Health Check Up:-** As per statutory requirement, Contractor has to inform his staff deployed at site for annual health check-up as per schedule prepared by HR&A department.

B. LEGAL ASPECTS

- (i) Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the manpower employed by him.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- (ii) 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.
- (iii) Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week's time, from the date of award of this contract.
- (iv) 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.
- (v) Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
- (vi) Contractor shall issue an appointment order to each of his manpower stating therein the nature of job to be performed by him and fix time for which the concerned guards, etc. are likely to be deployed. Bidder shall also issue a temporary identity card specifying the period for which the guards, etc. has been deployed.
- (vii) 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.
- (viii) Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
- (ix) 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.

10. PAYMENT OF WAGES

Contractor shall make payment to his workmen through on-line mode only. 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, GIPCL reserves the right to recover the same from the running/final bill or Security Deposit of the contractor.

11. ACCIDENT TO WORKMEN

Contractor shall be fully responsible for injury or death of any of his workmen due to any act omission / indiscretion on his 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 Bidder's workmen or any third party due to negligence, act or omission on contractor's part.

12. LIGHTING

Necessary illumination at works area will be provided by GIPCL.

13. NIGHT/SUNDAY/HOLIDAY SHIFT

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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

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.

The contractor has to submit the list of required safety gears along with safety equipment available with him to the Safety Deptt. Safety Deptt will check for quantity and quality of the safety gears and then give permission of work. Poor quality material will not be allowed inside the Plant. If quantity of required safety equipment is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Plant.

15. GENERAL SAFETY CLAUSES:

- a. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
- b. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
- c. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the Contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as:-

Helmet:

Sr No.	Model	Company	Specifications
01.	Tough Hat, HP-TH	Sure Safety	IS : 2925 – 1984, ANSI / ISEA Z89.1- 2009
02.	V-Gard	MSA	
03.	PN 521 - Shelmet	Karam	

Safety shoes:

Sr No.	Model	Company	Specifications
01.	Acme Fabrik plast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.		TRIMAX(Adjacent) – Double Density	
03.	Favourite Safety Products.	Waves Nile D/D	
04.		FSP Nile DD	

- d. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

job requirements. Safety helmet shall be of RED COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the Safety Department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety Department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.

- e. It is the duty of Contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The Contractor has to maintain the PPE Issue Register with signature of workmen.
- f. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
- g. The Contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
- h. If it is observed that Contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
- i. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security Department and their entry shall be cancelled for movement inside the plant premises with immediate effect.
- j. The Contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
- k. Major AMC / ARC Contractor (Where the manpower strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will be in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in-charge of the Contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
- l. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
- m. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A Department
- n. The Contractor shall comply with all the new requirements related with safety as informed by the HOD / Safety department from time to time.
- o. Penalty to be imposed for Violation of safety norms is proposed as follows:-

The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the Contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
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BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	<p>Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.</p> <p>Unsafe working practices at height more than 3 meters</p> <p>Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..</p>	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidence, Per incidence Rs. 2500/- • Continuous unsafe acts will disqualify the Contractor from further participation in tender of GIPCL-SLPP.
C	Unsafe Prac	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

Penalty so levied against the Contractors and company employees will be used during the observation of National Safety Day.

The Contractor, workmen following good safety practices in their work area continuously will be rewarded / honoured on National safety day.

16. GENERAL TERMS AND CONDITIONS:

- a) All tools & tackles, manpower, 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 controlling officer of GIPCL 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, the controlling officer of GIPCL reserves the right to take suitable action.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- d) Contractor shall depute Location wise full time independent experienced site-in-charge and two nos. of independent site supervisors at site. They shall co-ordinate with GIPCL officer in-charge and shall bear overall responsibility of contract including duty deployment, billing etc. Such person shall function from site office of Contractor at SLPP.
- e) Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all manpower working under this contract. He shall coordinate with security department's officer-in-charge on daily basis and report daily observations, tool-box talk records etc.
- f) The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- g) Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- h) The contractor has to take EC insurance policy for his workmen. The contractor has to submit labor license and PF account number to the officer in-charge before starting the work.
- i) Contractor shall mobilize the resources as per need within the period of twenty-four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
- j) Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k) Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes& safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, security in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), security in-charge may take necessary action against the contractor, including appropriate financial penalty and/or termination of contract.
- l) One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- m) 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 officer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- n) The contractor has to submit daily reports showing work carried out with details of available manpower, etc.
- o) 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 Contractor shall confirm whether his 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.
- p) The Contractor 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.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- q) 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/guards work in accordance with them.
- r) The contractor shall submit his monthly RA bill within three days of the completion of a calendar month. It must be supported by authentic/original documents, which clearly indicate complete compliance of all statutory provisions/ acts.
- s) The contractor must pay entitled wages of all the security personnel within seven days of completion of the calendar month. Any delay in payment of wages shall constitute a statutory violation for which appropriate legal action may be taken by GIPCL-SLPP as per Contract Labor (Regulation & Abolition) Act, 1970. Payment received from GIPCL should not in any way be linked to the payment of wages to the security personnel.
- t) Wages of security personnel to be paid by the contractor after statutory deductions, if any, and payment of wages should be as per payment of wages Act and Factory Act.
- u) Earnest Money Deposit (Non-interest bearing) along with the pre-qualification bid will be converted as Security Deposit (non-interest bearing) in case of successful Bidder and will be returned only after satisfactory completion of the BRC.
- v) EMD amount of unsuccessful bidders will be refunded once LOI/WO is issued to successful bidder for new BRC.
- w) The biennial rate contract shall be valid for a period of Two years and on completion of the same it will stand terminated unless it is extended/ renewed as per mutual agreement.
- x) GIPCL-SLPP can terminate the BRC at any time by giving 15 days notice in case performance of the Contractor is found to be unsatisfactory or for any other reasons deemed fit for termination. On the other hand, the Contractor would be required to extend the contract for a period of 3 months at the same rates, terms & conditions on completion of the contract period, if so desired by GIPCL-SLPP.

17. FACILITIES TO BE PROVIDED BY GIPCL

- A. GIPCL shall provide the following facilities to the Contractor at the site:
 - a) Barrack accommodation for security personnel deployed at GIPCL.
 - b) Quarter(s) for Security Officer/Field Officer on chargeable basis in GIPCL's township, if available and at the discretion of GIPCL.
 - c) Electricity & water at nearest available one point.
 - d) Site office shall be provided at GIPCL.
 - e) First aid facilities as available on chargeable basis.

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

- B. GIPCL shall also conduct an orientation program appraising the workmen regarding the safety norms and measures to be observed during work operations at the plant site.

18. PUBLIC HOLIDAYS

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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

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

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

20. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

21. INDEMNITY

The 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 manpower 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.

22. GOVERNING LAW AND JURISDICTION

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

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

SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

- i. The Bidder shall be totally responsible for the security & vigilance jobs of GIPCL/SLPP in plant, colony, pump houses and all the three Mines Solar Plants and greenbelt/ plantation on the mines' leased areas.
- ii. The Bidder shall protect the GIPCL's property and persons round the clock, and if required, during their commutation from residence to the company and vice versa.
- iii. The Bidder shall disallow trespassing of unauthorized persons in the Plant, Colony, Mines, Solar plants, greenbelt/plantation areas, or any other premises belonging to GIPCL/SLPP.
- iv. The Bidder shall be responsible to monitor vehicular traffic at GIPCL gates and inside GIPCL's premises and carry out proper search of GIPCL's employees, Contractor's

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

laborers, visitors, materials etc., to ensure safety & security of its personnel & property and to prevent illegal exit of GIPCL's property. Bidder shall also guide the visitors after completing requisite procedure and perform such other related functions of the security as assigned by the controlling officer of GIPCL.

- v. The Bidder shall check and verify incoming and outgoing vehicle, equipment and material and monitor loading and unloading of materials in the GIPCL's premises.
- vi. The Bidder shall take care of functions related to security, vigilance and other than above that may be required to ensure better security.
- vii. The Bidder shall deploy adequate number of persons for effective and efficient services which should include Security Officer, Supervisor, Guards, etc., Number of security guards shall be increased or decreased & shall be provided in accordance with the requirement of GIPCL from time to time.
- viii. The Bidder shall deploy 50% of security guards from Ex-defense and paramilitary background (Category-1) having sound physical and mental health and remaining personnel will be well experienced civilians Guards (Category-2). The Security Officer and Security Supervisors should be Ex-Service personnel only.
- ix. The Security personnel posted at GIPCL/SLPP must be free from communicable cardiovascular diseases, infections & surgeries. Candidate should not have a past history of mental illness. The nose, ear & throat should be in perfectly fit condition.
- x. The Physical Fitness Test (PFT) – to determine the physical fitness of a guard following tests shall be conducted – (a) 0.5 Km running (within 3 to 4 minutes); (b) Balance Routine; and (c) Parade/Drill. Report of the Physical Fitness Test is to be submitted with physical standards of each candidate as mentioned in the condition of deployment of manpower.
- xi. GIPCL reserves the right to reject any security personnel if not found suitable.
- xii. The Bidder shall be responsible to make necessary arrangement for stationery, security equipment, uniform, its accessories, sticks, torches, bicycles, and any other equipment needed by the personnel for effective discharge of their duties.
- xiii. In case of any abnormal situation sensed/seen by the Bidder's personnel related to security, vigilance and fire at premises of the GIPCL either from employees or from outside persons (including nearby villages), a regular written report by the Bidder shall be submitted to the GIPCL's Authorized Officer.
- xiv. The Bidder shall agree to take additional job assignments and shall deploy sufficient additional security force as & when required by GIPCL during the tenure of the contract. Additional charges shall be payable at mutually agreed rates.
- xv. In case of any theft and loss of property of GIPCL on account of negligence of guards, the same will be reimbursed by the Bidder or alternatively will be adjusted against payments due to the Bidder.
- xvi. The Bidder shall be responsible for control and over all supervision of security personnel deployed by him and shall observe all rules and regulations of the GIPCL. The security personnel deployed shall be smart, in proper uniform, properly groomed, maintain discipline and decorum.
- xvii. The Bidder shall be responsible for the completion of the job as defined in this tender and in case he fails to do so; the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- xviii. The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officer & his

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- instructions & clarifications/interpretations shall be final & binding to the Bidder.
- xix. The Bidder shall have to engage well-trained and experienced Ex-service man/guards in shifts and after office hours as well as during holidays according to the exigencies of the work. No claim or representation on this account shall be entertained by GIPCL.
 - xx. The Bidder shall take full liability of the persons engaged by him. GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled by the Bidder.
 - xxi. The Bidder's responsible Officer should take round of the GIPCL's premises during the night hours and submit the report in writing to the GIPCL's Authorized Officer in the morning of the next day.
 - xxii. The Bidder should organize through its qualified training officer On the Job Training (OJT) for its guards at least once in a quarter.
 - xxiii. The Bidder shall intimate regarding names, addresses etc. of Security personnel deployed by him from time to time to the GIPCL's Authorized Officer. The agency will also provide detail of each security personnel to the local police station immediately on taking over the contract and on monthly basis in case of new guards deployed in GIPCL. Service Discharge Book of ex-serviceman should be submitted, which should be available for Audit as and when required.
 - xxiv. The Bidder shall issue Identity cards to all employees engaged by him with the instruction that the same should be produced by them on demand and shall at all times be carried by them while on duty.
 - xxv. In case of fire or any other emergency or if Company receives call from OCR (Off-site Industrial Emergency Control Room), Bidder shall attend to the emergency and assist the fire crew or emergency service personnel as per the instruction of GIPCL's Authorized Officer.
 - xxvi. It is the responsibility of the Security Agency to protect the Plant, Colony & Mines area including the Plantation areas to ensure that no trespass takes place into company premises and also to ensure that no trees planted in the GIPCL/SLPP mines and mines leased areas for protection of environment is cut or removed including the branches, leaves or fruits thereof in any manner by anyone by any means without authorization, except those taking place naturally, and in case of an incident, same shall be brought to the immediate attention of GIPCL-SLPP management in writing.
 - xxvii. All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

2. SPECIFIC REQUIREMENT

- i. The contractor will deploy adequate number of Security staff for effective and efficient security and vigilance of SLPP which should include Security Officer (not below the rank of Subedar Major or Honorary Lieutenant), Supervisors (minimum JCO rank), Guards and Gunmen.
- ii. The contractor shall deploy not less than 50% ex-servicemen security staff (i.e. Ex-Indian Army/ Navy/ Air force/ BSF/CISF and other paramilitary /police personnel) below the age of 55 years and having sound physical and mental health. Ex-servicemen's/ paramilitary personnel's original documents must be submitted to the GIPCL official at

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- the time of initial deployment of each and every security personnel at GIPCL-SLPP for verification and copy thereof made available for records subsequently.
- iii. Remaining strength, only in Security Guards will be of Smart/good looking, experienced civilian guards with the height not less than 175 Cms. Minimum experience in security duties in Industries should not be less than 5 years. Background check of the civilian guards should be conducted by the Bidder and they should be deployed after proper police verification. Certificate in this regard will be submitted by the contractor.
 - iv. All Security Supervisors should have knowledge on computer operation as they have to perform their duties at the gate, Pass Section / Material Section which are computerized.
 - v. The contractor should provide eight security guards and two security supervisors who are specialized in crime prevention / intelligence collection.
 - vi. The contractor is required to provide two lady guards (preferably ex-Paramilitary/police) for checking the female workers.
 - vii. In the event of any shortfall in the number of security guards for any reasons whatsoever it will be contractor's responsibility to replenish the requisite number of security personnel and ensure that at no moment any site / post will be left unattended. It must be clearly understood by the Contractor that the total strength of the security staff may differ depending upon various factors. He will reduce or increase strength as desired by the GIPCL management at 24 hours' notice.
 - viii. The contractor may be asked to provide Dog (Doberman or Alsatian breed) Squad with two handlers as and when required. Maintenance expenses for dog will not be paid.
 - ix. GIPCL will provide Barrack accommodation for contractor personnel. The contractor shall make his own arrangements for the meals to the Security Personnel near the plant premises in the area approved by GIPCL-SLPP and will deploy one mess administrator to oversee the functioning of the mess.
19. The Bidder shall be responsible to make necessary arrangements for proper uniform with accessories, lathi, shoes, raincoats, gumboot, jerseys, Beet books, registers, and all other equipment needed by the security staff for performance of their duties efficiently. The Security Officers must be provided one motor cycle each with fuel and maintenance cost and the Security Supervisors /Plant Patrolling guards must be provided bicycles by the Bidder for taking rounds and reaching their duty posts in their respective areas of responsibility (Minimum 10 bicycles required in a year).

Following are to be issued by the Bidder to his guards:

S.NO.	ITEMS	QUANTITY	REMARK
1	Uniform (yearly)	02 pairs with all accessories	Cap, belt, lanyard, whistle,
2	Lathi	01	Yearly
3	Safety shoes	01 pair	Yearly
4	Woolen Jersey	01	Yearly
5	Raincoat	01	Yearly
6	Gumboot	01 pair	
7	Umbrella	Total 10 nos.	Yearly
8	Torch (Re-chargeable)	As per requirement	
9	Reflector Jacket	As per requirement	
10	Safety goggles	As per requirement	
11	Cycles (yearly)	Total 10 nos.	With repair & maintenance cost
12	Motorcycles	01 each to all the SOs	With fuel, repair & maintenance cost

3. 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.

4. SCOPE OF THE BIDDER

- (a) Safety PPEs, as required for safe execution of work, should be arranged by the contractor.
- (b) The Contractor shall have to provide necessary facilities to his workforce at his own cost.
- (c) Contractor has to depute his full time experienced overall site-in-charge for day to day work planning & coordination with Security officer in-charge, to prepare daily location wise deployment sheet, to conduct work supervision, to maintain statutory & legal compliance records, etc.
- (d) The contractor's Field Officer should take round of the GIPCL's premises during the night hours, at least once in the fortnight, and submit the report in writing to the GIPCL's Authorized Officer in morning of the next day.
- (e) The contractor should organize, through its qualified training officer, On the Job Training (OJT) for its guards at least once in a quarter.

5. DAILY DIARY AND PROGRESS REPORT :

A daily Duty Register will be kept in the security office. The BIDDER will supply all detailed information every day at 9:00 hours for the day preceding and the register will be jointly signed by GIPCL's officer in-charge and the BIDDER'S representative, every day in token of its correctness. Bidder's representative will similarly prepare daily Attendance Summary Sheet and obtain signature of GIPCL's officer in-charge and the Head of security. The BIDDER'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

6. PRICE & RATES

- (a) The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all manpower, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, safety equipment & PPEs, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc. and such other costs that are not specifically mentioned herein but will be incurred by the 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

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

due performance of the work under the contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipment, materials, etc.

- (b) 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.
- (c) The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remain unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL officer in-charge.
- (d) The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for manpower, machinery, overhead expenses etc. except for variation in Minimum Wages rate.

(e) **Variation in Minimum Wage Rate:**

- i. GIPCL shall pay to the Bidder a lump sum rate per month plus Government Service Taxes as applicable from time to time, for carrying out the above jobs effectively & efficiently for the fulfillment of this agreement.
- ii. GIPCL shall reimburse the PF amount based on actual manpower deployed. PF amount shall be reimbursed on actual contribution deposited and on submission of proof for the same by the Bidder.
- iii. The increase or decrease in **basic rate** as per Minimum Wage Act by the Government will be calculated and effect will be given with effective date as per Government notification.
- iv. The increase or decrease in **Special Allowances** as per Minimum Wage Act notified by the Government will be reimbursed separately at the end of Month period on actual basis, subject to successful compliance of all obligations under the Contract.
- v. Minimum Wage Rates prevailing during 01/10/2023 to 31/03/2024 will be the benchmark rates for the purpose of calculating the said increase or decrease, as stated at clauses (c) and (d) above.

7. CONTRACT PERIOD

Contract period will two years from the date of issue of Lol or Work Order whichever is earlier. Mobilization period will be 07 to 15 days from the date of issue of Lol or Work Order, whichever earlier.

8. TERMS OF PAYMENT

The contractor shall raise the location wise separate running invoices in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 15 days of such receipt of a complete invoice as per the following terms of payment:

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

- a) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- b) Security deposit at 10% of Annual contract value excluding taxes & duties shall be submitted as per clause no.: 1 of Section-C.
- c) GST shall be paid along with bills after fulfillment of following terms:
 - (i) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (ii) Citing the Goods and service Tax Registration no. and the date of issue of registration certificate on invoices.
 - (iii) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (iv) 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.
 - (v) The Bidder shall inform the GIPCL in the event of cancellation of its registration certificate cancelled or discontinued for whatsoever reason.
- d) The Contractor shall furnish the checklist as per ANNEXURE-A enclosed with the Section-F of tender document along with the RA bill of respective month.
- e) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 - (i) Cost of material issued, if any, by GIPCL & to the extent consumed in the work.
 - (ii) Security deposit recoverable if any.
 - (iii) Advance on materials / work progress advance payments, if any.
 - (iv) LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
 - (v) Any other dues recoverable by GIPCL from the contractor under the contract.
- f) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
- g) The Contractor shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of four months.
- h) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

9. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit each RA bill of work carried out along with following documents.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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

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

10. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 7 to 15 days from the time the intimation given by GIPCL.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co-ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Security Officer in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of work detailed in the Scope of Work will vary from time to time. Hence, contractor shall mobilize the resources accordingly.

11. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the contractor are as given in the Section-E (Schedule of Quantity) estimated and shall vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of guards along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

In case, contract quantity/amount gets exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of work for the entire contract period. Contractor shall be responsible to complete the particular job up to entire satisfaction of security officer in-charge. The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc. for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Plant requirement.

12. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract (Section-C) and detail specification prepared by GIPCL 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.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL
MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

SECTION-E

SCHEDULE OF QUANTITIES & RATES

(As per Minimum Wage Applicable from 01.10.2023)

PART-A

(FOR POWER PLANT, COLONY AND BODHAN & PATNA PUMP HOUSES)

Sr. No.	Item	Unit	Qty. (Per day 24 Hrs.)	Unit Rate (In Rs.)	Total Amount per day (In Rs.)	Total Amount for one year considering 365 days (In Rs.)
1	Security Officer	Man Days	2	792.64	1112.79	8,12,334.20
1	Security Officer Extra Duty	Man Days	2	320.15		
3	Security Supervisor	Man Days	10	741.94	1036.73	37,84,064.64
4	Security Supervisor Extra Duty	Man Days	10	294.79		
5	Security Guard (Ex-Serviceman)	Man Days	51	627.57	866.61	1,61,31,992.68
6	Security Guard (Ex-Serviceman) Extra Duty	Man Days	51	239.04		
7	Security Guard (Civil)	Man Days	51	613.33	846.81	1,57,63,362.95
8	Security Guard (Civil) Extra Duty	Man Days	51	233.48		
9	Transport Officer	Man Days	1	1378.27	1378.25	5,03,068.96
10	For one year (365 days)					3,69,94,823.44
11	Total for TWO Years					7,39,89,646.87
12	GST 18%					1,33,18,136.44
13	Total Cost with GST					8,73,07,783.31
14	At the same rate as per schedule of rates.					
15% above schedule of rates					

SECTION-E

SCHEDULE OF QUANTITIES & RATES

PART-B

(FOR VASTAN, MANGROL & VALIA MINES, SOLAR POWER PLANTS AND GREENBELT/PLANTATION)

Sr. No.	Item	Unit	Qty. (Per day 24 Hrs.)	Unit Rate (In Rs.)	Total Amount per day (In Rs.)	Total Amount for one year considering 365 days (In Rs.)
1	Security Officer	Man Days	2	1141.75	1597.42	11,66,118.08
2	Security Officer Extra Duty	Man Days	2	455.67		
3	Security Supervisor	Man Days	7	1091.10	1521.43	38,87,251.44
4	Security Supervisor Extra Duty	Man Days	7	430.33		
5	Security Guard (Ex-Serviceman)	Man Days	53	829.95	1147.35	2,21,95,477.00
6	Security Guard (Ex-Serviceman) Extra Duty	Man Days	53	317.40		
7	Security Guard (Civil)	Man Days	53	668.98	923.71	1,78,69,256.37
8	Security Guard (Civil) Extra Duty	Man Days	53	254.73		
9	For one year (365 days)					4,51,18,102.90
10	Total for TWO Years					9,02,36,205.80
11	GST 18%					1,62,42,517.04
12	Total Cost with GST					10,64,78,722.84
13	At the same rate as per schedule of rates					
14% above schedule of rates					

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

Note: The rates shall include all manpower cost, equipment, supervision, consumables, tools, tackles, all taxes & duties (excluding GST).

My rates are as under (only to be quoted online on nProcure):

At estimated value.

OR

_____ %age above the estimated value. (Negative %age will not be considered).

- Note:-** (1) Percentage rate offer/bid price on SoR value & GST shall be quoted through online (n)-Procure only. Hard copy of price bid shall not be considered /accepted.
(2) Evaluation of tender will be done on gross total quoted amount with GST.

SECTION-F

LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

- For the month of :
- 1) Work Order / P.O. No. & Contract value : _____
 - 2) Nature of work : _____
 - 3) Duration of Work Order : From _____ to _____
 - 4) Maxi. No. of manpower per day deployed in the month. : M _____ F _____ Total _____
 - 5) Details of Labor License : Valid up to _____ for _____
Persons.
 - 6) Details of E.C Policy : Valid up to _____ for _____
Persons.
 - 7) Documents attached for verification for the previous month. : Wage & Attendance Sheets. Yes/No
P.F Challan Yes/No
 - 8) Documents attached for verification (in case of Final Bill) : Bonus Payment Register Yes/No
Leave wage register Yes/No
 - 9) Security Deposit / Retention Money lying with Co. : Yes / No if yes, Rs. _____

Date :

Signature of Bidder
with official stamp

2.0 ANNEXURE-B

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

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

B. G. No. _____ Date: _____

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

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

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Bidder(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 Bidder (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs.(Rupees.....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

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 Bidder(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 Bidder(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between Bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Bidder(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 Bidder(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 Bidder (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 Bidder(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....
Corporate Seal of the Bank

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

3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____ Date: _____

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: Ranoli, Dist.- Vadodara – 391 350, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called "the said tender")to M/s.....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all

BIENNIAL RATE CONTRACT FOR "SECURITY & VIGILANCE SERVICES FOR SLPP PLANT, COLONY, ALL MINES AND SOLAR PLANTS" FOR THE YEAR: 2024-2026.

money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

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

Date.....

.....
Bank Corporate Seal of
the Bank By its
Constitutional Attorney

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

4.0 ANNEXURE-D

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

1. For making online payment, first go to the website: **www.gipcl.com**

2. Then, click on the caption/link as can see like:

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

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

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on "Payment Form" given below the sign in option.

4. After clicking the "Payment Form", the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.

By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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

5.0 ANNEXURE-E

PERFORMA CERTIFICATE
(No claim, No arbitration)

To,
Chief General Manager (RE & SLPP)
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
Village: Nani Naroli, Ta. Mangrol,
Dist. Surat – 394110 (Gujarat).

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under: -

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

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

For, M/S. _____

Signature, Stamp and Date.

6.0 Form-A (Annexure-F)

List of qualifying staff to be submitted with physical documents

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

7.0 ANNEXURE-G

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

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

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

Please Tick()

OR

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

Please Tick()

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

8.0 ANNEXURE-H

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

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

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

The Bidder hereby certifies that the above mentioned are the only deviations from OWNER's Tender enquiry. The Bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's Tender Document, then the latter shall govern and will be binding on the BIDDER for quoted price.

9.0 ANNEXURE-I

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	
5.	USER ID for e- Reverse Auction generated on nProcure website- https://e-auction.nprocure.com	

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

10.0 ANNEXURE-J

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

Certified that M/s.....has been awarded BRC / BMC for for the period of.....to at Gujarat Industries Power Company Limited – Surat Lignite Power Plant, Nani Naroli. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Rules 1972, The Employees' Provident Funds and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936 and Payment of Bonus Act 1965 and all other applicable labour laws in so far as the provisions are applicable to me in respect of the employment of contract labour by me for the month of

For M/s.

Authorized Signature with Stamp

Place: Nani Naroli

Date :

Through :

HoD

To,

AGM (HR&A)
