

Gujarat Industries Power Company Limited (GIPCL)  
(GIPCL 2375 MW RE-PARK, KHAVDA, GREAT RANN OF KUTCH,  
GUJARAT)

[www.gipcl.com](http://www.gipcl.com)

Tender Document for

Annual contract for Maintenance of 400 kV Transmission Lines of PSS-1 and PSS-2 associated with the 2375 MW GIPCL RE Park Khavda, Gujarat, for year 2026-27

***Bid No.: GIPCL/RE-PARK/TRANSMISSION LINE/2026-27***



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF  
CONTRACT**

**(nProcure E-Tender ID: 305400):**

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

**NOTICE INVITING TENDER (NIT) TENDER NO.:**  
**GIPCL/ RE-PARK/TRANSMISSION LINE/2026-27**

Name of work	Annual contract for Maintenance of 400 kV Transmission Lines of PSS-1 and PSS-2 associated with the 2375 MW GIPCL RE Park Khavda, for year 2026-27
Place of work	GIPCL-2375MW RE-Park, Khavda , Great Rann of Kutch, Gujarat.
Quantity	The successful Bidder will be awarded this contract involving for Preventive and Breakdown maintenance of Line for One year on Lump-Sum amount basis.
Contract period	12 (Twelve) months from the date of issue of Work Order.
EMD	Rs. 30,000 /- (Rupees Thirty Thousand only) by RTGS or Demand Draft payable at GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 2950.00 (2500+ 18% GST (450) =2950) (Rs. Two Thousand Nine Hundred Fifty only) through RTGS/online transfer
Availability of online e-Tender document	On website: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> and <a href="http://www.gipcl.com">www.gipcl.com</a>
Last date of online submission of offer	08/06/2026 up to 17:30 hrs. on website: <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a>
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before 10/06/2026 up to 16:30 HRS at GIPCL Office, Pramukh Square Building, 1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001, Dist. Kutch, Gujarat.
<b>E-Reverse Auction</b>	E-Reverse Auction will be executed through website: <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> (Schedule will be intimated later on to eligible bidders).

**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 [www.nprocure.com](http://www.nprocure.com)

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

**General Manager (RE- O&M)**  
Gujarat Industries Power Company Limited,  
GIPCL Bhuj office:  
Pramukh Square Building,  
1 st Floor, Opp. Regenta Resort,  
Airport Ring Road, Bhuj-370 001 ,  
Dist. Kutch, Gujarat

## **SECTION-A INSTRUCTIONS TO BIDDERS**

### **1. PLANT SYNOPSIS**

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

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

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

GIPCL has successfully commissioned 100 MW Solar PV project at the Raghanesda Solar Park, Gujarat.

GUJARAT INDUSTRIES POWER COMPANY LIMITED has developed a 2375 MW Capacity Ultra Mega Solar/Wind/Hybrid Renewable Energy Park having necessary Infrastructures like internal & external road, Two 400kV 1200MW GIS Pooling substation, transmission line. 600MW Solar power plant and 500MW Solar Plant (under commissioning). The Site is 120 Km from Bhuj railway station. For detailed profile of company and past financial results, bidders may visit our website: [www.gipcl.com](http://www.gipcl.com)

**Note: Plant Synopsis may be updated for any change in future.**



The Company intends to award Annual maintenance contract for 400kV transmission line of both PSS up to KPS-2 . For a period of One year and is therefore like to invite open tenders from experienced & resourceful contractors online on [www.nProcure.com](http://www.nProcure.com) along with provision of e-Reverse auction.

## **2. Scope of Work**

The scope of work shall be predictive and breakdown maintenance of 400kV D/C Transmission line. Cumulative Length is 25 Km of Two Single ckt. line on D/c Tower arrangement comprising of below.

1. GIPCL PSS1 to KPS2 approximate length 10km, S/c line on D/C tower. From PSS-1 to Bay no 418 of KPS2.
2. GIPCL PSS2 to KPS2 approximate length 15km, S/c line on D/C tower. From PSS-1 to Bay no 435 of KPS2.
3. GIPCL PSS1 to GIPCL PSS2 (Tie Line) approximate length 5km, S/c line on D/C tower( This line will remain de-energized condition, not is scope of Maintenance)

The Scope is from Gantry of PSS (including dropper) to Gantry of KPS-2.

Maintenance of above Transmission line shall be done as per best practices & checklist provided by GIPCL.

The scope also includes all works necessary, which are not specifically mentioned here but required, for effective execution of entire work in all respect within time bound period and are deemed to be included in the scope of the CONTRACTOR. All works shall conform to the specifications, safety norms, legal & statutory requirements.

- 2.1 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.2 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance are in the scope of contractor 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 and 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 would 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 and health aspects and norms to be observed, etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information and details required in the bid document. Failure to furnish all the information as per required bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications and requirements shall be rejected.
- 3.6 The bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms and 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 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 The Company 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**

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

The bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

The submission of tender by a contractor implies that he has visited the site and read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works & specifications of the works to be done, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, labour, etc. Contractor has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock

working conditions, safety requirements, temperature of fresh drained hot bed material and associated risks, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local

working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc. which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims or disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

## 5. **ELIGIBILITY CRITERIA**

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

5.1 Bidder should possess minimum **Three years** of experience **out of last five years** (as per following Cl. No.5.2) in similar nature of jobs like **Maintenance of Transmission Line of 400kV & Above voltage level or Erection of Transmission Line of 400kV & Above voltage level of minimum 20Km or more** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

Note: For evaluation of the bid, the executed value mentioned in the work completion certificated will be considered.

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

a. **One similar completed work costing not less than the amount equal to Rs.18 Lac .**

**OR**

b. **Two similar completed works each costing not less than the amount equal to Rs.12 Lac .**

**OR**

c. **Three similar completed works each costing not less than the amount equal to Rs.9 Lac .**

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

5.3 Tender fee: The tender fee shall be accompanied in form of RTGS.

- 5.4 EMD: The EMD 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 found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.7 Bidder should have average annual turnover of 30% of estimated annualized contract value (9 Lac) during last three financial years i.e. 2023-24, 2024-25, & 2025-26. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.
- Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant
- 5.8 The Bidder has to submit 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 (i.e. 31/03/2026).
- 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 Bidder should possess valid electrical contractor's license and electrical supervisory permit of contractor's supervisor.
- 5.12 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed I Deregistered I Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings I Depts./ Authorities and Govt. of Gujarat supported companies I undertakings I organizations, bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure I Form attached.
- 5.13 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure H Form attached.
- If any Major Violation of any safety law(s) I Rule(s) is I 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 these 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.

- If any of the details submitted in the prescribed Annexure I Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder I Contractor shall be liable to be terminated forthwith without any notice I 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 I Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder I Contractor shall be recovered from the pending bills or any other dues payable to the Bidder I Contractor, if any or otherwise through any other recourse available under the Laws.

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

- 5.14 The bidder should possess all such licenses applicable / permits which are necessary for execution of the job as per latest rules & regulations.
- 5.15 Annexure –H, Declaration Cum Undertaking for Safety Laws and Regulations compliances duly filled & stamped.
- 5.16 Annexure –I, Declaration for Contractual Dispute/Litigations Duly filled & stamped.
- 5.17 Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipment's, tools & tackles, labor 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 AND TENDER FEE**

- 7.1 The bidder shall deposit nonrefundable Tender fees of Rs 2950.00 (2500+ 18% GST (450) =2950) (Rs. Two Thousand Nine Hundred Fifty only) along with the bid. The Tender fees shall be paid by RTGS/NEFT/ through online payment gateway in GIPCL website. Guidelines for Payment through GIPCL online payment Gateway is provided in ANNEXURE-K.

Bank Details are as below:

BANK NAME : State Bank of India  
IFSC CODE : SBIN0001946  
NAME and Address : Gujarat Industries Power Company Limited  
OF A/C HOLDER P.O. Ranoli, Vadodara - 391350.  
A/C No. : 10323432215

7.2 An EMD of Rs. 30000 /- shall accompany with Bid. EMD shall be in the form of Crossed Bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Sr. No.	Bank Details	Payable at Branch
1	Bank of Baroda	
2	State Bank of India	Jetalpur road, Vadodra
3	Any other Banks	

7.3 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from

- **All Nationalized Banks**
- **Axis Bank**
- **ICICI Bank**
- **HDFC Bank**
- **Kotak Mahindra Bank**
- **IndusInd Bank**
- **Federal Bank**
- **Bandhan Bank**
- **IDBI Bank**
- **Karur Vysya Bank**

7.4 Alternatively, the EMD may also be submitted through RTGS / Online mode of payment by the bidders.

7.5 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.

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

7.7 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.

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

7.9 No interest shall be payable on EMD.

7.10 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.

#### 7.11 **SCHEDULE OF EMD & TENDER FEES**

EMD & Tender fee and other documents to be submitted in physical form on or before due date of closing of the tender	Address for Submission: <b>GENERAL MANAGER (RE-O&amp;M)</b> <b>Gujarat Industries Power Company Limited</b> <b>GIPCL Bhuj office: Pramukh Square Building,</b> <b>1st Floor, Opp. Regenta Resort,</b> <b>Airport Ring Road, Bhuj-370 001</b> <b>Dist. Kutch, Gujarat</b> <b>Contact No: +91-9099045741</b>
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### 8. **SUBMISSION OF BID**

#### **A: MODE OF SUBMISSION**

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

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

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

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

1. Qualification and experience of site in charge.
2. Schedule of deviation (Annexure-G) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers.

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

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.
10. Valid electrical contractor's license copy.
11. Valid electrical supervisory permit of contractor's supervisor.

12. To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction.
13. Annexure –H, Declaration Cum Undertaking for Safety Laws and Regulations compliances duly filled & stamped.
14. Annexure –I, Declaration for Contractual Dispute/Litigations Duly filled & stamped.

**(b) Price Bid:**

1. Price Bid shall be submitted only in soft form through n procure e- portal <https://www.nprocure.com>.  
**Note: Estimate includes cost of all manpower, equipment's, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...**
2. **Bidder shall have to quote the Lump-Sum rate for complete year.**
3. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

**B: METHOD OF TENDERING / SIGNATURE OF 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 Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

**11. EFFECT AND VALIDITY OF THE BID**

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

**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:**

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

#### **14. RIGHT OF REJECTION OF TENDERS**

- 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 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.

## **16. CONTRACT PERIOD**

16.1 The contract will be for a period of 1 year from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

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 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 Contractor.

## **17. ASSIGNMENT AND SUB-LETTING**

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

## **18. CONTRACTOR'S OBLIGATIONS**

### **A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER**

1. The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
2. The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
3. The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
4. At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the

- same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
5. The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, rain coats, a uniform (Minimum 3 pairs for AMC/ARC) and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
    - a) Safety shoes
    - b) Goggles / face shield.
    - c) Ear plug / Ear muff.
    - d) Hand gloves like electrical hand gloves, cotton hand gloves, Chemical hand gloves.
    - e) Safety belt
    - f) Safety Apron
  6. Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site. Contractor has to submit the authority letter and documentary proof for the same.
  7. The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge. They have to maintain records dully signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily as per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
  8. During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
  9. During emergency or similar situations, the Contractor shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges& the same will be recovered from the Contractor's bill.

## **B: TOOLS & TACKLES**

- (i) All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition.
- (ii) For proper execution of the scope of work, the contractor is required to maintain sufficient quantity of tools & tackles with in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time. any additional tools and tackles are required for proper performance of the contract, the same shall also be arranged by the contractor immediately with no extra cost to GIPCL.
- (iii) In case of breakdown of Line, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) The Contractor shall be required to shift spares in required quantity duly approved by GIPCL's Engineer-in-Charge whenever necessary from GIPCL store/

warehouse to site or site store as per the instructions of Engineer- in -charge/or requirement. Contractor shall be required to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor shall be responsible for safe transportation, handling and storage. If equipment gets damaged due to improper transportation or fails due to improper lubrication or intermixing, the cost of such damages shall be recovered from contractor's bills. If the failure /defects of equipment occur due to improper method of maintenance, equipment assembly due to contractor negligence than the losses will be recovered from contractor's bills.

- (v) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in connection, contractors will be held responsible & liable for any recovery/actions.
- (vi) The Contractor must ensure that all the generated scrap, cotton waste, tools and tackles are removed from the site immediately after completion of works and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In-Charge. In case of heavy weight items, if required, transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the risk and cost of Contractor with 15% of overhead charges and it will be deducted from the RA bill.

## **19. CLARIFICATION OF BIDDING DOCUMENTS**

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address [re-amcr@gipcl.com](mailto:re-amcr@gipcl.com) as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

## **20. TIME SCHEDULE**

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

## **21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION**

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

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

## **22. PAYMENTS**

All the payments against the work order shall be in Indian currency and payable through

cheque/ RTGS only.

**23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID**

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the tender.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

**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.**

**24. QUANTITIES**

Payment will be made, as monthly bill certified by Engineer-in-charge of GIPCL.

After commencement of the work, GIPCL, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the ENGINEER-in-charge shall inform the fact for thereof to the CONTRACTOR and contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

## **SECTION-B INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - <http://etender.gipcl.com>.
2. All Bids (technical and price Bid) should be submitted online through the website [www.nprocure.com](http://www.nprocure.com) only. Physical submission of Price Bid will not be entertained. Also, no fax, e-mail, letters will be entertained for the same.

Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at

**GM(RE-O&M)**

Gujarat Industries Power Company Limited  
GIPCL Bhuj office: Pramukh Square Building,  
1<sup>st</sup> Floor, Opp. Regenta Resort,  
Airport Ring Road, Bhuj-370 001  
Dist. Kutch, Gujarat

[1] Tender Fee, (rtgs proof)

[2] E.M.D.

[3] Supporting Documents for Technical Bid.

3. Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
4. All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement.

**(n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad- 380054 (Gujarat, India)**

**Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317**

**E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net), website: [www.nprocure.com](http://www.nprocure.com)**

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

## **REVERSE AUCTION**

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

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

**403, GNFC Info tower, S.G. Road, Bodakdev Ahmedabad- 380054 (Gujarat) Toll Free: 1-800-419-4632/1-800-233-1010, Phone No . 079-26857315/316/317, Fax: 079-26857321/40007533, Email: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)**

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

## **SECTION-C GENERAL CONDITIONS OF CONTRACT**

### **1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE**

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of Ten percent **(10%)** of the “Annual Contract Price excluding taxes and duties” from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-F**, 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 Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

PBG from list of banks as mentioned below & format attached in tender document.

- **All Nationalized Banks**
- **Axis Bank**
- **ICICI Bank**
- **HDFC Bank**
- **Kotak Mahindra Bank**
- **IndusInd Bank**
- **Federal Bank**
- **Bandhan Bank**
- **IDBI Bank**
- **Karur Vysya Bank**

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

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

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

### **2) RECOVERY CLAUSE**

- (i) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.

### **3) DEDUCTIONS FROM CONTRACT PRICE**

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

### **4) TERMINATION OF CONTRACT BY GIPCL**

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) 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/ ENGINEER requiring compliance, with such further drawings and / or the GIPCL /ENGINEER instructions fail within seven days to comply with the same, the GIPCL /ENGINEER 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/ENGINEER 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 equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ 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 /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

## **6) SETTLEMENT OF DISPUTES**

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

## **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 contractor.

## **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 nearest Jurisdiction and shall be assigned to GIPCL. EC policy should cover the specified contract period.

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

## **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, Employee 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 of future applicable to the contractor from time to time for performing the contract job.
  - a. The Contractor shall provide and be responsible for payment of Wages, Salaries,

Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.

- b. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- c. The Contractor shall at the time of execution of the contract have an EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- d. 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.
- e. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn. Dept.
- f. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- g. The contractor shall take Employee Compensation Insurance Policy for all his employees working. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- h. 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 Employees Compensation Act, 1923.
- i. 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.
- j. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- k. 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 Employees Compensation Act, 1923 and the

appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

- l. 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.
- m. 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.
- n. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- o. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- p. 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.
- q. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- r. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- s. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- t. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- u. 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.
- v. 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.

- w. **Annual Health Check Up:-** As per statutory requirement, Contractor has to inform workmen deployed at site for annual health checkup as per schedule prepared by HR&A department.

## **B. LEGAL ASPECTS**

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

## **10) PAYMENT OF WAGES**

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

## **11) ACCIDENT TO WORKMEN**

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

## 12) SAFETY ASPECT

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

When contractor moves his lifting tools and tackles to the plant area, required test certificates as per the Factory Act 1948 and the state factories rules has to be submitted to safety Department. Safety Department will check the certificates and if found okay, then only materials will be allowed to enter inside the plant. Material inward gate pass will be made only after certification from Safety Department. Security Department will inform to Safety Department, as & when such tools and tackles brought at the gate for making entry in the maintenance site.

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

## 13) GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the GIPCL Plant & Line and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. 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. Brand name for safety shoe & safety helmet shall be suggested by safety representative of site. Such as :-

### Helmet :

Sr No.	Model	Company	Safety Helmet 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	Specification
01.	Acme Fabrik plast Co.	SSTEELE (Strom)- Double Density	IS: 15298-2011
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) -Double Density	
03.	Worktoes Warren	Worktoes - Warren Plus	

4. 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 registers with signature of workmen.

5. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
6. 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.
7. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
8. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
9. When working at height, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
10. 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 dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
11. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six months at least and report to be submitted to concerned HOD and safety depts.
12. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
13. 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 site.
14. Major AMC / ARC contractor (Where the man power 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 in close coordination with safety officer of GIPCL 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.
15. Safety shoes to be issued to female employees also.

16. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
17. 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 dept.
18. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.

#### **14) REJECTION OF WORK**

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

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

#### **15) GENERAL TERMS AND CONDITIONS**

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall remain always available at site or site office. Contractor has to submit the authority letter and documentary proof for the same.
- e. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- f. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- g. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the

- work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- h. Contractor shall mobilize the resources as per need within the period of 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 15% overhead charges.
  - i. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
  - j. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc.... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
  - 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, the Engineer-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), Engineer-in-charge may take necessary action against the contractor, including appropriate financial 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 Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
  - n. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
  - o. The contractor has to submit daily reports showing work carried out with details of available manpower.
  - p. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
  - q. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc. of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
  - r. GIPCL is an ISO 9001, ISO 14001, OHSASBS ISO 45001:2018, ISO 27001 & ISO 50001:2018 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

## **16) CONTRACTOR'S SUPERVISION**

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

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

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

## **17) CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP**

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

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

the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.

## **18) FACILITIES TO BE PROVIDED BY GIPCL**

- A.** The Company shall provide the following facilities to the Contractor at the site:
  - a. Space to set-up container office or residence at GIPCL RE-site.

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

#### **19) WORK MEASUREMENT / CERTIFICATION**

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of Transmission line. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report of schedule inspections shall be submitted, the monthly bill payment shall be released based on the certified reports of the works.
- c. Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

#### **20) 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/-Lac to all his workmen/labour deployed at GIPCL site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

#### **21) FORCE MAJEURE**

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

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

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

#### **22) INDEMNITY**

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

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply

with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

**23) GOVERNING LAW AND JURISDICTION**

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

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

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## **SECTION-D** **SPECIAL CONDITIONS OF CONTRACT**

### **1. DETAIL SCOPE OF WORK**

The scope of the work for the Contractor is to maintain 400kV D/C Transmission line.

Cumulative Length is 15 Km of Two Single ckt. line on D/c Tower arrangement comprising of below.

1. GIPCL PSS1 to KPS2 approximate length 10km, S/c line on D/C tower. From PSS-1 to Bay no 418 of KPS2.
2. GIPCL PSS2 to KPS2 approximate length 15km, S/c line on D/C tower. From PSS-1 to Bay no 435 of KPS2.
3. GIPCL PSS1 to GIPCL PSS2 (Tie Line) approximate length 5km, S/c line on D/C tower( This line will remain de-energized condition, not is scope of Maintenance)

The Scope is from Gantry of PSS (including dropper) to Gantry of KPS-2.

Regular Preventive & Break Down Maintenance job of 400 kV Transmission lines for smooth operation of transmission lines by Providing Gangs comprising of skilled man power and T&Ps, for carrying out various activities including tower to tower patrolling and submission of patrolling report in prescribed format including photograph of defects, emergency patrolling with binocular , rectification of the line defects such as fixing of dislocated/new vibration dampers, checking and tightness of jumpers etc. and attending of break down such as replacement of damaged Jumpers, replacement of damaged insulators String, replacement of damaged/broken earth wire/OPGW, replacement of damaged/ broken quad AL-59 conductors, repairing of coping with materials, replacement of damaged/broken tension/suspension insulators string, repair of minor damages of tower such as damage of cross arms/tower peaks including other associated works with all T&P and additional man power as needed. The T&P shall be maintained by the Contractor. All the spare materials including special testing instruments will be provided by the GIPCL

The contractor shall be responsible for complete preventive, predictive, and breakdown maintenance of the 400-kV transmission line, including inspection, and restoration activities, to ensure 24x7 operational readiness and reliability of the transmission system, along with associated power evacuation equipment's. The Work shall be executed in conformity with the relevant applicable latest standards, codes, rules/ordinances & regulations. All records of maintenance must be maintained by the contractor which can be accessed by GIPCL on demand. These records are to be handed over to GIPCL after the O&M period of contract.

This contract being a "Maintenance contract ", all those works which are not specifically specified in the contract but are required to keep line healthy. Following clauses contains the detailed scope of work under the contract.

The details of maintenance work to be carried out is below:-

#### **A. Preventive Maintenance**

The contractor shall carry out preventive maintenance, condition monitoring, and breakdown maintenance of the 400 kV transmission lines associated with the RE Park developed by Gujarat Industries Power Company Limited at Khavda. The scope of work shall include, but not be limited to, the following activities:

**a. Routine Line Patrolling and Corridor Monitoring**

Routine/ regular patrolling of each tower location of the transmission lines under the contract is to be carried once every month. During routine patrolling, the patrolling team shall check the towers and corridor including line conductor for following defects:

- 
- a) Missing/ hanging/ loose members of tower
- b) Missing/ loose Bolts & Nuts
- c) Damages to the coping
- d) Rusting in tower members
- e) Damaged Earthing
- f) Damaged insulators
- g) Pollution deposit on insulators
- h) Foreign material on tower body
- j) Missing or loose jumper nuts & bolts
- k) Missing or loose spacers
- l) Vegetation infringement in the forward span
- m) Bushes under the base of the tower or legs of the tower
- n) Damage to stubs
- o) Soil erosion near to tower, etc.
- p) Any other observation

Further, if during the routine patrolling, construction of any new establishments, new distribution or Transmission lines etc. or plantation of saplings/ plants etc. or soil excavation or any other critical activity is noticed below the line or in the corridor, the same shall be brought out to the notice of/ reported immediately, along with details of the span, location & photos within 24 hours, verbally as well as through email to the concerned Engineer-in-charge of the Owner.

For identification of all kind of defects in upper as well lower portion of tower including insulator, jumper, Corona rings, Grading rings, spacer damper etc., routine patrolling of towers is to be carried out using 50X or better optical zoom camera having GPS enabled feature. As a record of patrolling, following photographs of each and every tower patrolled shall be captured by patrolling team:

- One photograph covering complete tower and nearby terrain.
- For capturing any defect in upper portion of towers, close photographs of each and every insulator string, cross-arm, earth wire peak focusing on defects in insulator, conductor, copper bond, Hardware accessories, corona rings, grading rings, jumper bolts, cotter pin, split pin etc. shall be captured. These photographs are to be analyzed on computer for thorough identification of defects.
- Any loose/ missing/ hanging members and nut bolts in upper portion of towers are to be identified and close photograph indicating the defects is to be taken.
- One photograph indicating forward span covering any tree infringement/ building in ROW/ broken/ loose spacer dampers, damaged conductor etc. shall be captured.
- 5. For capturing any defect in lower portion of towers, photographs focusing on any defects in foundation chimney, coping, earthing, tower members, nut bolts, etc. shall be taken.

All photographs captured during patrolling are to be stored location wise and the same are to be shared with Engineer In-charge of Owner on monthly basis. Photographs of critical defects noticed during patrolling are to be shared on immediate basis with Engineer In- charge of Owner

**b. Emergency/ post fault patrolling**

Emergency Patrolling of the Transmission Lines in the event of Tripping/ Break Down of the Line to commence within 01 hr. of intimation for the same, as per Instructions of Supervising Engineer.

After tripping/ auto reclose of transmission line, emergency patrolling is to be carried-out for fault identification and taking suitable remedial measure. The owner's representative shall inform the approximate fault location distance to contractor based on which post fault patrolling of suspected towers is to be carried out as per Instructions of Supervising Engineer. While carrying out post fault patrolling, following points may be checked for ascertaining the fault:

1. Tree infringement
2. Jumper drop
3. Sag of OPGW/ Earth-wire with top phase conductor
4. Clearance at power/ railway line crossings etc.
6. Corona rings, grading rings and arcing horns
7. Pollution deposits on insulators like bird droppings, dust pollution,
8. Broken/ damaged insulators
9. Ground clearance
10. Foreign object on live conductor like polythene, kite thread etc.
11. Any other defect

The patrolling team shall utilize high optical zoom camera for post fault patrolling. Other monitoring equipment like clearance measurement instrument and tower footing impedance kits to be used on case to case basis. In case, the fault is not traceable from ground, tower top patrolling of suspected tower locations is to be carried out (under live line condition) with proper safety precautions.

In exceptional cases such as heavy rains/ cyclone/ earthquakes or any other such cases which may cause delay in patrolling, same may be brought to notice of Engineer-In-charge of Owner.

Further, within two (02) days from the date of incident, a detailed report along with these measurements taken, relevant photos of the locations patrolled,

findings, if any, i.e. abnormalities such as Flashover marks/ insulators broken/ damaged etc. shall be submitted by Contractor to the Engineer in charge of owner through email or hard copy and the same may also be kept in record by contractor for future reference.

**c. Testing:**

Periodic Testing of Transmission Lines shall be carried out as per schedule provided by the Engineer-In-Charge using instruments provided by GIPCL. The Testing works may include Tower Footing Impedance Measurement, Tower Earthing etc. as per availability of the Department Instrument and requirement for checking of healthiness/ detection of fault.

**d. Tightening of Jumper/ Vibration Dampers:-**

The Work shall involve Tightening of Jumper along with Replacement of Fasteners, on Section Towers of Transmission Lines, Re-Fixing & Tightening of Dislocated/ Shifted Conductor/ Earth -wire Vibration Dampers to proper place including Replacement of Fasteners and Re-Fixing as per Requirement on Transmission Lines. The required conductor/ Clamps, Dampers etc. shall be provided by the GIPCL

**e. Providing & Fixing of Number Plate/ Phase Plate/ Danger Plate :-**

The Work shall involve Providing & Fixing of Number Plate/Phase Plate/Danger Plate as per Sample in Place of Missing Ones at different Tower Locations of Transmission Lines with Proper Tightening. However, the missing Number Plate/Phase Plate/Danger Plate shall be provided by the GIPCL which will be informed by contractor and verified by Supervising engineer immediately after patrolling of every transmission line.

**B. Breakdown Maintenance Works**

The Break Down shall be attended in minimum time by immediate Mobilization of Gang. The Man Power shall have to report within minimum time of intimation for attending the breakdown. The SOP given below shall be followed in assessing the performance of the contractor.

Following detailed breakdown works may be required to be attended: -

**1. Replacement of Jumpers/ Suspension Insulators:-**

The Work shall involve attending of Damage of Jumper/ Suspension Disc Insulators/ Suspension Disc Insulator String/ Suspension Polymer Insulator String, Replacement of Jumpers and Replacement of Damaged Earth Wire Copper Bond etc. of Transmission Lines.

**2. Replacement/ Repairing of Damaged Portion of Conductor/ Cross Arms:-**

The Work shall involve Replacement/ Repairing of Damaged Portion of Conductor/ Replacement of P.G. Clamps from the Conductor of Transmission Lines by Way of Releasing the Respective Phase Conductor from Suspension Fitting of the Towers, if required, between the Section Towers, Cutting of the Damaged Portion/ Part Portion of the Conductor, jointing new Conductor with the help of Mid Span Joint & Dead-End Fitting by Making Compression Joint. Finally, Re-Stringing & Sagging of the Conductor as per Sag Chart with Clamping the Conductor at Suspension Towers as Required.

The work shall include if required replacement of bent cross Arms of the tower using new parts after due dismantling of conductor and restringing.

**3. Replacement/ Repairing/ Replenishment of Damaged Portion of Earth Wire/ Tower Peak:-**

The Work shall involve Replacement/ Repairing of Damaged Portion of Earth Wire/ Replenishment of Missing Earth Wire of Transmission Lines by Way of Releasing the Earth Wire from Suspension Fitting of Towers between the Section, Cutting Damaged Portion of Earth Wire, jointing of new Earth Wire with the help of Mid Span Joint/ Dead End Fitting by Making Compression Joint. Finally, Re-Stringing and Sagging of the Earth Wire as per Sag Chart with Clamping at Suspension Towers as Required.

**4. Replacement/ Repairing of Damaged Portion of OPGW:-**

The Work shall involve Replacement/ Repairing of Damaged Portion of OPGW of Transmission Lines by Way of Releasing the OPGW from Suspension Fitting of Towers between the Section, Cutting Damaged Portion of OPGW, jointing of new OPGW with the help of Mid Span Joint/ Dead End Fitting by Making Compression Joint. Finally, Re-Stringing and Sagging of the OPGW as per Sag Chart with Clamping at Suspension Towers as Required. The work shall include necessary termination of OPGW in Termination/Joint Boxes.

**C. Standard of Performance/ Time limit for activities**

All the shall be done in such a way to minimise outage time shall be as per table given below

**Standard of Performance**

<b>Sl. No.</b>	<b>Name of the activity</b>	<b>Maximum Time allowed for rectification</b>	<b>Max. Permissible time for Start</b>
<b>A.</b>	<b>Attending of defects (Shutdown Nature)</b>		
1	Replacement of damaged insulators		
	a) Suspension string	Within 04 Hrs.	4 Hrs.
	b) Tension string	Within 12 Hrs.	4 Hrs.
2	Conductor Snapping/ Attending of damage to conductor	Within 12 Hrs.	4 Hrs
3	Conductor Snapping/ Attending of damage to conductor/ Insulator including bending of Cross Arm	Within 24 Hrs.	4 Hrs
4	Earth wire / OPGW snapping/ Bent Peak	Within 06 Hrs.	4 Hrs
5	Earth wire / OPGW snapping including bending of Peak	Within 18 Hrs.	4 Hrs
6	Jumper snapping/ melting	Within 5 Hrs.*	4 Hrs
7	Cutting of trees which require S/D	Within 01 Hr.	4 Hrs
8	Attending of hot spots	Within 12 Hr.	4 Hrs
9	Attending of failed/ open spacer-dampers/ spacers		
	a) Causing conductor damage	Such defects are to be attended during the S/D/ AMP/ Opportunity S/D availed for other activities	1 Week
	b) Hanging/ dislocated spacer-dampers		
10	Replacement of damaged corona rings/ arcing horns		
11	Re-fixing Earth-wire		
<b>B.</b>	<b>Attending of defects (Non-Shutdown Nature)</b>		
1	Attending of crack of chimney	Within One Month	One Month
2	Replacement of Danger/ number/ Phase/ Circuit plate	Within One Month	One Month
3	Replacement of missing/ loose/ damaged tower members	Within 15 <sup>th</sup> Days	One Month
4.	Cutting of trees which do not require S/D	Within One Month	One Month
5.	Tightening/ Re-fixing of Bolt & Nuts	Within 15 <sup>th</sup> Days	One Month
6.	Attending of damage to tower earthing	Within 15 <sup>th</sup> Days	One Month
6.	Replacement/ re-fixing of damaged/ missing copper bonds	Within 15 <sup>th</sup> Days	One Month

#### **D. Assistance in Major Breakdown Restoration**

1. Providing manpower, equipment, and site support in case of:
2. Tower collapse
3. Major hardware failure

#### **E. Documentation and Reporting**

The contractor shall maintain and submit:

1. Patrolling reports
2. Fault reports and restoration reports
3. Preventive maintenance records
4. Thermal scanning reports
5. Monthly Maintenance reports

All records shall be submitted to the designated engineer of Gujarat Industries Power Company Limited.

### **1.1 SPECIFIC REQUIREMENT OF CONTRACT**

- (A) Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activity such as preventive maintenance, break down and annual shutdown jobs and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient qualified & experience manpower is deployed for the same.
- (B) The contractor has to complete the preventive maintenance (PM) as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit and successful trial run. Contractor must carry out the Preventive maintenance jobs as per the equipment PM check sheet provided by the GIPCL, also after completion of the PM jobs; this duly filled PM check sheet is to be submitted duly signed to Engineer in charge.
- (C) Communication equipment like mobile phone is to be provided to all responsible persons like site in charge and all engineers/supervisors. Any change in communication mode/number is to be intimated in writing to engineer in charge.
- (D) All the general tools & tacked shall be brought and maintained by contractor. All spares shall be provided by GIPCL.
- (E) The contractor shall have to collect the spares required duly approved by GIPCL Engineer whenever necessary from GIPCL store / warehouse. Contractor shall have to arrange transportation for above. The cost of

transportation will be on contractor's account. The contractor is responsible for safe transportation, handling and storage. If equipment fails due to improper lubrication or intermixing, the cost of such damages shall be recovered from contractor bills. It is the responsibility of contractor to keep various lubricants separately to avoid intermixing. The failure /defects of equipment due to improper method of maintenance, equipment assembly due to contractor negligence, the losses will be recovered from contractors bills.

- (F) In case of breakdown of Line, the contractor should work round the clock if required for putting back the equipment in services immediately within minimum time.
- (G) Contractor shall nominate /authorize a person and communicate to the GIPCL in writing as Site in charge & assistant site in charge cum supervisors. They shall co-ordinate with GIPCL engineer and bears overall responsibility of contract. Such persons shall function from site office.
- (H) The decision of the engineer in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- (I) Engineer in charge or his authorized representative may do inspection of work at any time. If the work is not found satisfactory, engineer in charge reserves the right to take suitable action.
- (J) Arrangement for lighting at the work spot while carrying out maintenance activities has to be made by the contractor. He has to arrange all lighting equipments such as power cable, hand lamps etc.
- (K) One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- (L) Monthly/quarterly reconciliation of material / spares issued by GIPCL to the contractor shall be done and record to be maintained by the contractor. All the scrap generated should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge for which no separate payment will be made by GIPCL.
- (M) **Defect liability period:** The defect liability period for respective job shall be maximum 6 months. During defect liability period, if any defect arises in jobs which have been already executed, shall be rectified by the contractor.
- (N) The contractor has to complete the preventive maintenance (PM) as per the planning schedule and his respective site in charge shall interact with Engineer In charge for execution of the same. However, planning the preventive maintenance jobs will be done solely at the discretion of GIPCL.
- (O) Price and rates quoted, shall include cost of all consumables, (except

- free issue materials by GIPCL) labour, supervision, transport, uniform for all workman, taxes, octroi, local taxes and levies if any etc. and any such other costs as are not specifically mentioned herein, but may be incurred by the contractor for the satisfactory and timely completion of the work.
- (P) Contractor shall make their own arrangement for transportation of manpower & spares up to fault/ working location . which contractor may deploy vehicle to transport spares, minimum checking tools & instruments, especially for attending defects occurring any time during the day.
- (Q) It is necessary that contractor should have computer and printer at his cost at the site office in order to prepare neat work reports, material report & monthly billing etc.
- (R) Contractor should mobilize all resources for efficient & smooth execution of contract within 15 days from the date of issue of Letter of Intent.
- (S) To ensure reliable operation, only qualified and experienced personnel and supervisors shall have to be employed. All persons deputed for maintenance work shall be subject to GIPCL approval.

## **1.2 Performance Requirements:-**

Following performance is expected from the successful bidder while executing the work:-

- i. The monthly routine inspection shall be done for raising the monthly bill the breakdown.
- ii. The contractor supervisor, supervising the work shall be responsible for ensuring the safety of the workmen and should see that all Workmen use proper safety gears for attending all jobs included in scope of work.
- iii. Contractor's supervisor / technician should ensure the isolation of equipment before starting the work. Work should be done as per standard procedure and check list.
- iv. RA Bill of the preceding month should be submitted by 5<sup>th</sup> day of the succeeding month.
- v. Contractor should maintain the discipline at work place and time of reporting of workmen/Engineer for duty to be monitored and needful action to be taken in case of defaults.

- vi. Power generation being essential services, maintenance activities shall be carried out on all the days including holidays / Sundays. As such, contractor has to deploy man power accordingly.

### 1.3. PENALTY CLAUSE:-

- Delay is counted from the **time of outage provided/time of intimation of defect** to the **time of complete rectification/restoration**.
  - Penalties are **deductible from the Contractor’s running bills**.
  - **Repeat instances** are counted per defect over the contract period.
  - **Third or subsequent instances** may lead to:
    - a) Formal warning issued to Contractor
    - b) Escalation to possible contract termination if delays continue or impact system reliability

Sr no	Works (KPI)	Desired level	Penalty																
1	Completion of Patrolling	100 %	Penalty of 5% of the monthly bill if work not up-to satisfaction																
2	Maintenance/ Break Down work as per SOP Sec.-4	100 %	A. Penalties as specified in the table below shall be deducted from the Contractor’s monthly bill.																
			<table border="1"> <thead> <tr> <th>No. of Instance</th> <th>Delay &gt;6hrs</th> <th>Delay &gt;8hrs</th> <th>Delay &gt;12hrs</th> </tr> </thead> <tbody> <tr> <td>1st</td> <td>2%</td> <td>4%</td> <td>5%</td> </tr> <tr> <td>2nd</td> <td>4%</td> <td>8%</td> <td>10%</td> </tr> <tr> <td>3rd</td> <td>8%</td> <td>10%</td> <td>25%</td> </tr> </tbody> </table>	No. of Instance	Delay >6hrs	Delay >8hrs	Delay >12hrs	1st	2%	4%	5%	2nd	4%	8%	10%	3rd	8%	10%	25%
			No. of Instance	Delay >6hrs	Delay >8hrs	Delay >12hrs													
			1st	2%	4%	5%													
			2nd	4%	8%	10%													
3rd	8%	10%	25%																
After 3 <sup>rd</sup> instance warning letter shall be issued and on repeated instance contract may be terminated																			
B. Penalty equal to actual value spent to get the work executed by Department on its own if the delay in the attending of break down work is beyond maximum permissible period as per SOP and Engineer-In- Charge decides for execution of the work on debit able basis.in this case penalty as ‘A’ above shall not be applicable																			

#### **1.4 DISPOSAL OF MATERIAL**

- (A) The Contractor must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Contractor's cost with penalty and it will be deducted in the RA bill.
- (B) It is the responsibility of site incharge to segregate and remove the scrap from site. Work will be certified by GIPCL engineer only after removal of scrap to the scrap yard.

#### **1.5 SCOPE OF CONTRACTOR**

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All safety/PPEs required during work at site are to be arranged by the contractor.
3. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.

#### **1.6 TO REMEDY DEFECTIVE WORK**

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the ENGINEER / GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

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

#### **A. PRICE & RATES**

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, Excise duty, Sales Tax, Stamp Duties, Central or State

Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax (excluding GST), levied by the Central, State Government or other Public bodies etc....and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc...

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 labor, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

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

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

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

## **B. CONTRACT PERIOD**

Contract period will One years from the date of commencement (mobilization period will be 7 to 15 days from the date of issue of Lol or Work Order whichever earlier).

## **C. TERMS OF PAYMENT**

### **A. Conditions of Payment:**

The contractor shall raise 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 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Security deposit at 10% of annual contract value shall be submitted as per clause no.: 1 of Section-C.
- (iii) Goods and Service tax (GST) shall be paid along with bills after fulfillment of following terms.
  - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
  - (b) Citing the GST Registration no. And the date of issue of registration certificate on invoices.
  - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
  - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
  - (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc. at site as per list attached in the tender document (i.e. **Annexure-E**). The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-F of tender document along with the RA bill of respective month.
- (v) While making running account payment, following deductions may be done by GIPCL, if applicable :
  - 1. Advance on material / work progress advance payments, if any.
  - 2. LD/penalty for delayed delivery, penalty for delayed execution of work, recovery of the charges for the work done by other contractor due to delay or any other reason, if applicable.
  - 3. Any other dues recoverable by GIPCL from the contractor under the contract.
- (vi) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & copy of 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.
- (vii) 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.
- (viii) 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.

At the time of submission of Final/Last RA bill, the Contractor shall submit an indemnity bond acknowledging the receipt of all the due amounts and indemnifying GIPCL from and against all claims in that regard

**B. Validity and Uniformity of Rates**

The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered.

**D. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE**

Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:-

- (i) **Routine line patrolling report verified by** Authorized representative of contractor and GIPCL Engineer.

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

**E. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL**

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

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

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

**F. MEASUREMENT& DAILY REPORTS**

a. The contractor has to complete the preventive maintenance (PM) as per the schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit and successful trial run. this duly filled PM check sheet is to be submitted duly signed to Engineer in charge.

b. The contractor has to submit reports showing maintenance work carried out spare parts/ consumables etc. replaced.

**7. MOBILIZATION AND EXECUTION**

- a) Contractor shall mobilize the resources at site within 7 to 15 Days from

- the time the intimation given by GIPCL.
- 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, coordination with GIPCL, issue of work permits, joint measurements, etc. The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
  - c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
  - d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

## **9. QUANTITY OF WORK**

Other than routine line patrolling all jobs are situation base. And the price quoted shall be for lump-sum basis for a year. Contractors shall engage required nos. of labors along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

Contractor shall responsible to complete the particular job up to entire satisfaction of Engineer-in-charge. The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc.... for any reason whatsoever. Under this contract, contractor has to execute all work as per the Plant requirement.

## **10. GENERAL CONDITIONS OF CONTRACT**

General Conditions of Contract (Section-C) and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same.

Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

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## SECTION-E SCHEDULE OF QUANTITIES

- 1) Monthly Routine Patrolling - 12 ( one for every month)
- 2) Break down type and quantities are lump-sum for a year

## SUMMARY OF PRICE SCHEDULES

O&M Contract Year	<b>Routine and Breakdown Maintenance Charges</b>		
	Annual O&M Charges for Routine and Breakdown Maintenance of 400 kV Transmission Lines of PSS-1 and PSS-2	Taxes & Duties (GST @18%)	O&M charges including taxes
		$D=C*0.18$	C+D
1st Year		<i>Auto calculated</i>	<i>Auto calculated</i>
	Total (₹)		<i>Auto calculated</i>
	Total in Words		<i>Auto calculated</i>

## SECTION-F

### LIST OF ANNEXURES & FORMS

#### 1.0 ANNEXURE-A

#### CHECK LIST FOR PASSING THE BILLS (BIENNIAL MAINTENANCE CONTRACT)

For the month of \_\_\_\_\_

1. Work order/PO no. & contract value : \_\_\_\_\_
2. Nature of work : \_\_\_\_\_
3. Duration of work order : From \_\_\_\_\_ to \_\_\_\_\_
4. Maxi. No. of manpower per day deployed in the month : M \_\_\_\_\_ F \_\_\_\_\_ Total \_\_\_\_\_
5. Details of labour 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

8. : PF Challan Yes/No

Documents attached for verification

(In case of final bill) : Bonus payment Register Yes/No

9. Security deposit / Retention money lying with Co. : Yes/No. If yes, Rs. \_\_\_\_\_  
leave wage Register Yes/No

Date: \_\_\_\_\_

Signature of the contractor with  
official stamp.

## 2.0 ANNEXURE-B

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

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

B.G. No.

Date :

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as "The Company/Owner" w h i c h expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s.

..... / has placed a purchase order on

M/s..... (hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns ) for .....on the terms and conditions as set out inter alia, in the Company's contract No./ P.O.No. .... date

... .. and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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

.....(Rupees... .. only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s). 37

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled. 5 The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:

a. Vary and / or modify any of the terms and conditions of the Agreement.  
b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.

c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.

6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

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

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

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

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

Date..... Bank

Corporate Seal of the Bank By its constitutional Attorney Signature of duly Authorized person  
On behalf of the Bank

With Seal & Signature code

**Note:** BGs to be furnished from any of the banks listed at Annexure -VI of Volume I.

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

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

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

Date.....

..... 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. ANNEXURE-D**

#### **PERFORMA CERTIFICATE**

(No claim, No arbitration)

To,

**General Manager (RE-O&M)**

Gujarat Industries Power Company Limited  
GIPCL Bhuj office: Pramukh Square Building,  
1<sup>st</sup> Floor, Opp. Regenta Resort,  
Airport Ring Road, Bhuj-370 001  
Dist. Kutch, 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 who were deployed by us for carrying out above referred work as per prevailing Minimum wages act. We have also fulfilled all requirements of the P.F. Act. We have maintained all records necessary as per the statutory requirements. We hereby indemnify GIPCL from any disputes arising in future related to payment of labours, Provident Fund, etc.. and confirm that all liabilities of settlements of disputes and their payment is our responsibility.

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

For, M/S. \_\_\_\_\_

Signature, Stamp and date.

**5. Form-A**

**List of qualifying staff to be submitted with physical documents**

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

**6. ANNEXURE-E**

**(Performa for daily work done report/measurement sheet)**

Name of Work: Name of Agency: Work Order No.:

DAILY WORK DONE REPORT FOR DATE: \_\_\_\_\_

Name of Supervisor of Contractor: \_\_\_\_\_

Sign of Engineer-in-charge (to be taken at 08:30 AM to 08:45 AM): \_\_\_\_\_


\_\_\_\_\_  
Sign of Contractor's site-in-charge

\_\_\_\_\_

**5. ANNEXURE – F**

**7. ANNEXURE-G**

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

**ANNEXURE- H**

**Declaration cum Undertaking for Safety Laws and Regulations Compliance**

*(To be submitted on Company's Letter Head)*

I \_\_\_\_\_ on behalf of .....Name 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

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**ANNEXURE- I**

**Declaration for Contractual Litigations**

*(To be submitted on Company's Letter Head)*

**Please Tick (✓) whichever is correct option**

I \_\_\_\_\_ on behalf of .....Name of Party/Company..... hereby confirm that I /We have

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

**Please Tick(    )**

**OR**

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

**Please Tick(    )**

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder



## ANNEXURE-K

### PROCEDURE FOR MAKING ONLINE PAYMENT OF TENDER FEE

1. For making online payment, first go to the website: [www.gipcl.com](http://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

**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 2375MW RE-Park khavda. 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. ....

Authorised Signature with Stamp

Place :

Date :

Through : HoD

To,

AGM (HR&A)

## **ETHICS PACT**

### **GUJARAT INDUSTRIES POWER COMPANY LIMITED**

Reference PO Number  
Integrity Pact No. :

Date :  
Contract Period

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

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

Seal & signature

**(GIPCL's Authorized Signatory)**

**Name :**

**Designation:**

Seal & Signature

**(Party's Authorized Signatory)**

**Name :**

**Designation**