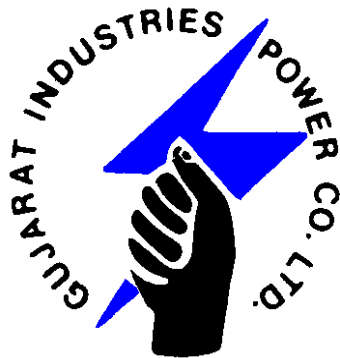


GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

Tender documents for “Replacement / Refurbishment of super structure above Lignite bunkers of Phase-I units and associated work in Lignite Handling System” of GIPCL-SLPP year 2026-27.

Bid No.: SLPP/LLHS/BUNKER/2026-27
N-PROCURE TENDER ID: 297401



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**



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



NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/LLHS/BUNKER/2026-27
(n)Procure Tender ID: 297401

Name of Work	Replacement / Refurbishment of super structure above Lignite bunkers of Phase-I units and associated work in Lignite Handling System of GIPCL-SLPP.
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394112 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs. - (Section-E of tender)
Contract period	The contract will be for a period of 18 Months from the date of actual commencement of operation of the contract as stated in the Work Order (‘Contract Period’).
Earnest Money Deposit (EMD)	Rs. 43,600/- (Rupees Forty-Three Thousand Six Hundred only) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or Bank Guarantee in favour of GIPCL from approved Banks mentioned in this tender in subsequent clauses
Cost of tender document / tender fee	Rs. 2,950/- Non-refundable, through RTGS or through online payment gateway from website: www.gipcl.com as per details mentioned herein under clause no. 7 of Instructions to Bidders
Availability of online e-Tender document	On website https://tender.nprocure.com or https://gipcl.nprocure.com up to 20.05.2026 17:30hrs.
Last date of online submission of offer	20.05.2026 up to 17:30 hrs. on website: https://tender.nprocure.com or https://gipcl.nprocure.com
Site Visit	Interested parties may carry out site visit to understand nature of work & site conditions before submission of bid.
Submission of EMD, Tender fee RTGS detail and other supporting documents for technical Bid in physical form	On or before last date of online bid submission during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat. On or Before 20.05.2026, 17:30 Hrs. Email ID: sjparmani@gipcl.com .
E-Reverse Auction	E-Reverse Auction will be executed through website: https://e-auction.nprocure.com (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 <https://tender.nprocure.com> or <https://gipcl.nprocure.com>, [(n)Procure Tender ID: 297401]
5. The supporting documents in physical forms along with EMD DD/BG or detail of RTGS/Online payment for EMD and Tender fee are to be submitted only at the following address:

Chief General Manager - Thermal
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At Village: Nani Naroli,
Taluka: Mangrol,
Dist.: Surat-394 110, Gujarat.
Phone: (02629) 261063-72



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 1859.40 MW. GIPCL has Commissioned total capacity of 1049.4 MW of Renewable Capacity comprising of 112.4 MW Wind and 937 MW of Solar Power Projects as on date in its portfolio.

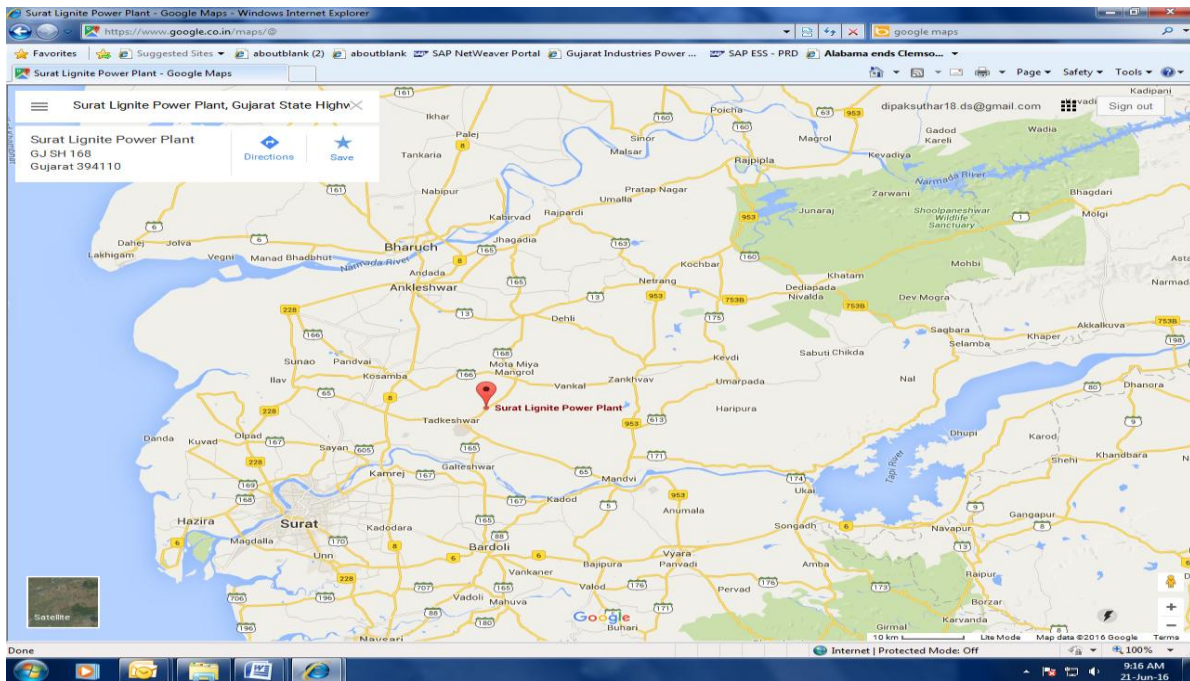
GIPCL commissioned its first power project: a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity by 165 MW Neptha and Gas based Combine Cycle Power Plant at Vadodara in 1997.

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacities 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.

The company has commissioned Solar Project of 5 MW at SLPP, Mangrol location in January 2012. The company has also commissioned a unique Distributed Agri Solar pilot project of 2 x 1 MW in April & May, 2016. The Company has successfully commissioned a 2 x 40 MW Solar Project in September, 2017 as well as a 75 MW Solar Power Project in June, 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan.

The Company has commissioned the 100 MW Solar Project at the Raghanesda Solar Park, Banaskantha, Gujarat on 10.08. 2021. The Company has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat. The Company has commissioned the 600 MW Solar Project at Khavda in the Kutch, Gujarat on December, 2025 as well as 75 MW Solar Power Project in June, 2025 at Vastan Lignite Mine, Tal. Mangrol, Dist. Surat, Gujarat.

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



The Company intends to award Annual Rate Contract for Fabrication, Dismantling & Erection of Various Steel Structural Work at Lignite, Limestone and Ash Handling System of GIPCL-SLPP: 4 x 125 MW and is therefore inviting open online tender (nProcure -portal) from experienced & resourceful contractors.

2. SCOPE OF WORK

- A. Replacement / Refurbishment of super structure above Lignite bunkers of Phase-I units and associated work in Lignite Handling System.
- B. Painting of Replaced / Refurbished structure.

A. Replacement / Refurbishment of super structure above Lignite bunkers of Phase-I units and associated work in Lignite Handling System.

1. Fabrication, removal and erection of the structure is in bidders' scope.
2. Fabrication of temporary supports is in bidders' scope.
3. length of the bunker floor at +40 meter Elevation is 130 Meter length & 16 meter width. Bunker structures are mainly covered by sheeting.
4. Dismantling of existing GI Sheets from Bunker structures shall be executed by Civil Department where ever it is required. All dismantled structure materials shall be carefully handled and stored at designated locations as directed. It is acknowledged that the said dismantling activity is time-intensive and may impact the overall work time line. Accordingly, the contractor/party/Bidder has duly considered and accounted for such potential delays in the execution schedule, and no additional claims on this account shall be entertained.
5. Fabrication and erection of the structure along with complete buffing and grinding is in bidders' scope.
6. Providing & supply, Transportation, loading, unloading fixing of scaffolding pipes, clamps, scaffolding work at all height with necessary safety measures for replacements, modification & strengthening of structures and also including dismantling of scaffolding etc. complete as directed by Engineer in-charge.



7. Hydra will provide by GIPCL on chargeable basis for loading & unloading only based on availability.
8. All required safety measure like life line, fume ejector/fan, fall arrestor, safety belts, lighting arrangement etc. is in contractor's scope.
9. Provision of proper scaffolding for work and with application of epoxy paint.
10. Removal of existing corroded bracing, Perlin, bracket, stool and gusset plates etc. by cutting and gouging & associated member.
11. Cleaning of gouging surface by grinding of structures.
12. Erection and welding of new fabricated member (Perlin, bracing, bracket, gusset etc.).
13. Removal of temporary support after final welding of new member.
14. Removal & shifting of the scrap, shifting of the balance steel to designated place, actual measurement of the erected steel, cleaning of the area and reconciliation of the steel is in contractor's scope.
15. Contractor has to depute their full time experienced overall site-in-charge & independent location wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day location wise work permits, height permits, to get daily location wise work supervision, quality, maintaining stage wise work clearance register for each location, to record location wise joint work done reports/measurements, to prepare location wise separate bills, to prepare & apply location wise manpower gate pass, to maintain location wise material consumption report, etc.
16. Party has to deploy safety supervisor exclusively round the clock.
17. Loading unloading of material at site is in the Bidder's scope.
18. This comprises the drilling in the plates & plug welding of the same with mother plate wherever required. Reputed make Quality electrode will be required **7018/6013** along with heating oven.
19. Quality fabrication and erection comprises the proper grinding of the plate faces for root & run welding.
20. Wherever the plate thickness is more than 12mm / on-requirement basis, the Dye penetration test is required based on requirement.
21. Fabrication, removal and erection of transfer chute, bunker floor chequered plates and supporting members.
22. Before execution of the work, removal of the items like roller & frame, skirt rubber with bolts, sealing rubber, cable tray, hood, pulley, other mechanical/electrical items etc has to be remove & re-erect the same is in bidders' scope.
23. Fabrication to be done with standard electrodes (**ADOR, L&T, ESSAB, D&H MAKE ONLY**). All tools, consumables, manpower and other required resources is in bidders scope.

B. Painting of Replaced / Refurbished structure.

The steel structures like columns, Perlin, beams, plates, angles, channels, etc... are to be painted as per specifications. The structures are fabricated by beams, channels, angles, flats & plates of different size and thickness.

1. Surface preparation of structures by scrapping & cleaning the surface by wire brush, chisels, buffing wheel, mechanical tools & grinder is to be done compulsorily. At some locations, the cleaning shall be carried out by water/air jetting. All necessary arrangement for water/air jetting including arrangement of pump, compressor, etc. shall be in the scope of contractors. All the loose rust, old paints etc. are to be cleaned up to the entire satisfaction and certification of Engineer-in-charge. Without certification of scrapping & cleaning work from Engineer-in-charge, painting will not be allowed. Joint records to be taken for initial thickness of existing surface with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.



2. One coat of minimum **100 micron** DFT High Build self priming **epoxy** primer (Composition: Modified epoxy, cured with polyamidoamine) to be applied uniformly on the surface of steel after perfectly cleaning the structures by the wire brush, chisels & grinders. All the loose rust, paints etc. are to be cleaned. Joint records to be taken for verification of thickness with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge. **(First Coat Light Grey)**
3. Before applying successive coat, proper cleaning of the entire surface shall be carried out to remove any dirt, dust, etc...
4. Two successive coats of **Acrylic Polyurethane high glossy paint** (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides) are to be applied uniformly for total minimum **50-micron (25+25)** DFT. Joint records to be taken for verification of DFT with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge. **(2nd Coat Smoke Grey & 3rd Coat Dark Grey)**
5. Before proceeding to next activity (primer after cleaning, first coat after primer and second coat after first coat), the previous activity (cleaning, primer, first coat) and final activity (second coat) shall be recorded in the activity register and jointly verified by contractor’s representative & concern Engineer-in-charge of GIPCL.
6. **“BERGER”** make Protectomastic Self priming High Build coating with BR PU High Glossy Enamel or **“ASIAN PAINTS”** make Rust o Cap with Apcothane CF 678 or **“Jotun”** make Jotamastic 80 with Futura Classic or **“AkzoNobel”** make equivalent paint system shall be used only after prior approval of GIPCL.
7. Thinner shall be used for dilution purpose as per manufacturer’s specifications/recommendations and of same manufacturer as of paint & primer (Thinner T14 NPC for Protectomastic primer and Thinner 825 for PU paint).
8. **“BERGER”** make Bison High Build Zink Phosphate Grey Primer (BP) with BP High Gloss Synthetic Enamel Paint confirming to IS: 2932 or equivalent paint of **“ASIAN PAINTS”** make Apcolite Synthetic Enamel with Apcomin Industrial Zink Phosphate Grey Primer or **“Jotun”** make Penguard E20 with Pilot II or **“AkzoNobel”** make equivalent paint system shall be used only after prior approval of GIPCL.
9. Thinner shall be used for dilution purpose as per manufacturer’s specifications/recommendations and of same manufacturer as of paint & primer (Thinner 800 shall be used for dilution purpose for Bison HB ZP primer and Luxol Hi Gloss Synthetic Enamel paint as per manufacturer’s recommendation).
10. Contractor has to ensure that the different layers of paints are being applied after being inspected by Engineer-in-charge of GIPCL. After obtaining stage wise clearance including surface preparation, contractor should proceed for further work. One register shall be maintained by contractor for this purpose and shall submit the same with bill. Without submission of thickness verification register with the bill, payment will not be made.
11. All the consumables like paint material, wire brush, mechanical tools, emery papers, painting brush, container for handling the paint, cloth if required for cleaning the surface, metallic scaffolding, metallic ladders, etc... are to be arranged by the contractor.
12. To paint at different elevations, contractor has to make arrangement like safety belt, safety net, fall arrestor, safety life line, helmet etc... for safe working with preparation of scaffoldings of MS pipes, Metallic jali, H frames etc... at their own cost.
13. The paint shall be applied as per guideline & specifications given as above for good finishing. However, if finishing is not achieved as per requirement, contractor shall have to apply additional coat of paint to get good finishing without any additional cost to GIPCL.

3. GENERAL INSTRUCTIONS



Section -A

1. Lignite/Boiler Bunker Structure at high elevation, hence party has to take all the precaution and safety measures for executing the job safely.
2. Party has to deploy experienced site in-charge having more than 5 years' experience in Projects/similar work. Penalty of Rs. 2500/day will be imposed for noncompliance and non-availability of experienced site in charge.
3. Party has to deploy safety supervisor exclusively round the clock.
4. Required steel shall be supplied by GIPCL.
5. Procurement of materials like epoxy Paints are in Bidder Scope. Supply of paint material from list of GIPCL approved Vendor list.
6. Supply of epoxy paint will be in Bidder's scope & it shall be of standard make (BURGER, ASIAN, JOTUN and ICI) only.
7. Shifting of Steel and required fasteners from GIPCL Ware house to Site is in the Bidder's scope.
8. Loading and unloading of material at site is in the Bidder's scope.
9. Deployment of qualified men and suitable equipment/machinery at site for erection including Hydra/cranes.
10. Submission of reconciliation statement of steel after completion of entire work is in your scope.
11. Party has to take all necessary safety related preventive measures before starting work.
12. All the necessary safety gears strictly to be used during entire work.
13. For cutting purpose, party has to use only Acetylene/Flemoxy cylinders. In case of Plasma cutting machine required air provision is in the bidder scope. GIPCL will not provide any air point / facility.
14. Before starting of the work required HOT, HEIGHT & Equipment clearance permit are to be taken.
15. Arrangement for lighting at the work spot while carrying out fabrication, dismantling and erection activities has to be made by the Bidder. Bidder has to arrange all lighting equipment's such as power cable, halogen light fixture, hand lamps etc. The Bidder has to take prior approval for taking electrical power supply from GIPCL.
16. Before starting the work all tools & tackles to be verified with GIPCL representative and certificates of lifting tools/tackles, vehicle license along with other legal & statutory requirement is to be submitted for GIPCL verification.
17. Consumables like wire brush, painting brush, container for handling the Paint, cloth if required for cleaning the surface etc. and Manpower with other Resources are in Bidders 's scope.
18. Bending of structures like seal plates, deck plates and or any other structure etc, shall be in bidders' scope.
19. Scaffolding material, overhang platform material and if required Cherry packers shall be in Contractors' scope.
20. Contractor has to make their sub-store for storing the paints at site. The material to be properly stored & applied before expiry is in contractor's scope. The proper Handling of empty paint drums are also in contractors' scope.
21. Necessary gate-pass for manpower is to be obtained from HR & A and security dept. before mobilization for the work.
22. The Bidder has to take group insurance policy/WC policy for their workmen. The Bidder has to submit labour license and PF account number to the Engineer In charge before start the work.



23. The Bidder has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the Bidder may be asked to rework the job at his own cost.
24. Watch & ward of equipment and steel issued to you is in your scope.
25. Hydra will provide by GIPCL on chargeable basis for loading & unloading only base on availability, all other equipment is in bidder scope.
26. Provision of scaffolding material for erection/painting work will be in the scope of the Bidder. The scaffolding shall be with pipe and clamps, metallic jallies.
27. The Bidder shall have to submit daily reports showing fabrication, erection & site status work carried out including material / consumables etc. used.
28. Bidder have to deploy site-in-charge who will co-ordinate day to day activities with GIPCL and submit job-card daily.
29. Submission of reconciliation statement of steel after completion of entire work is in your scope
30. Actual work will be checked in MT on measurement basis and accordingly steel will be reconciled.
31. Bidder has to submit steel reconciliation statement while submitting RA bills. The bill will be processed on the basis of daily job-cards and steel reconciliation statement.
32. Bidder has to prepare job card for each work permit which is to be filled & verified immediately after completion of work. This payment of each work will be verified based upon job card only.
33. Party has to deploy qualified manpower along with required tools-tackles in sufficient number.
34. Twists and bends shall be removed before fabrication.
35. All cutting edges should be grinded properly.
36. All holes are to be drilled, no cutting is allowed.
37. Welding thickness shall be as per approved drawing.
38. Fabrication to be done with standard electrodes (ADOR, L&T, ESSAB, D&H MAKE ONLY).
39. Welding is to be done by qualified & certified welders only. Bidder while preparing the gate pass needs to submit the test certificates of qualified welders depend on the type of work to GIPCL. Bidder has to conduct by welding test at site by their competent quality person deployed at site for certifying of welders. The same will be checked and inspected by GIPCL Engineer In-charge.
40. Penalty of Rs. 1000 /day will be imposed for noncompliance and non-availability of qualified & certified welder.
41. If any damage occurs due to negligence of Bidder, he has to bear the entire cost of repair / replacement of equipment /machinery to the satisfaction of GIPCL.
42. Bidder shall make their own arrangement for transportation of manpower, T&P & consumables.
43. It is the responsibility of site in charge to segregate and remove the scrap from site within 02 days after completion of work. Work will be certified by GIPCL Engineer In-charge only after removal of scrap to the scrap yard. 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 Bidder's cost with penalty and it will be deducted from monthly RA bills.
44. Scaffolding, providing safety nets, and crane of required capacity and boom length for executing the work are in the scope of bidder.
45. For shifting of scrap/dismantled material to scrap yard, provision of tractor/vehicle is in the scope of Bidder's.
46. Before commencing the work, water washing of the area is to be done. As the area is fire prone, cutting and welding should be carried out after proper water



washing of entire area. Water washing is to be done in co-ordination with fireman/ fire department. Area supervisor has to ensure that, the work area is free from fire hazard during and after completion of work.

47. Fire blankets are to be used where ever possible, while welding at erection front to avoid fire.
48. Any consequential damage if occur during the work shall be in Bidders scope.

Section -B

- 3.1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2. The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3. The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Quantity specified for each individual structures, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4. Before quoting the rate, the Bidder should go through the rate inclusions, specifications, scope of work etc. and get himself/herself fully conversant with them. The quoted price/rate should include cost of mobilization, legal compliances 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 quote their offer for each item of Price Bid and applicable GST which will be applicable for all the individual packages. Evaluation of tender will be done on gross total quoted amount with GST.
- 3.6. Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.7. 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.
- 3.8. The tender documents shall not be transferable.
- 3.9. The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during site visit if required.
- 3.10. Conditional offers shall not be considered and liable to be rejected.
- 3.11. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.12. Site visit will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL - SLPP. Interested parties may carry out site visit



- to understand nature of work & site conditions. Site visit may be carried out before submission of bid with prior intimation to GIPCL.
- 3.13. 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.
 - 3.14. 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.
 - 3.15. The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend site visits, 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.
 - 3.16. If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
 - 3.17. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
 - 3.18. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
 - 3.19. 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.
 - 3.20. GIPCL reserves the right to opt for e-Reverse Auction of the subject work at the sole discretion of GIPCL.
 - 3.21. To participate in e-Reverse Auction, bidders have to register on nProcure's e-Auction Portal: <https://e-auction.nprocure.com>
 - 3.22. After e-Reverse Auction process, L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.
 - 3.23. Schedule & other details for e-reverse Auction will be intimated later on to the eligible bidders.

4. SITE VISIT

It is requisite and necessary for all interested bidders to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <https://tender.nprocure.com> or <https://gipcl.nprocure.com> or www.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/her 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/her own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his/her contractual obligation within the scheduled rates and to have satisfied himself/herself to the sufficiency for his/her offer.



The submission of tender by a contractor implies that he has read these instructions, conditions of the contract etc. and has himself/herself aware of the scope, nature of works & specifications of the works to be done. 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/herself regarding matters such as access to site, communication, transport, working condition including constraint of work place, height of structure, quantity assessment of individual structures, temperature, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, right of way, weather conditions, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment, scaffolding materials 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/their Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

It is also desirable to study tender documents thoroughly before site visit.

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** ending last day of the month previous to the one in which tender is invited of having experience of Structural Steel Fabrication & Erection Work of any Power Plant/Process Plant Industry and should enclose proof for the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificated 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 certificate** 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 / executed work each costing not less than Rs. 30.89 Lacs

OR

(b) Two similar nature of completed/executed works each costing not less than Rs. 20.59 Lac.

OR

(c) Three similar nature of completed/executed works each costing not less than Rs. 15.44 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 of **Rs 2,950/- (Rupees Two Thousand Nine Hundred Fifty only)**, non-refundable, shall be submitted through RTGS or through online payment as per details provided in **clause no. 7**.

5.4. **Irrevocable Bank Guarantee:** The irrevocable BG shall be in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 7 or through RTGS or through online payment as per details provided in **clause no. 7** herein under.

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. The above documents will be analyzed and after satisfaction, the Price Bid will be open. 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 only once 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 at least Rs. 15.44 Lacs for last three financial years. i.e. 2022-23, 2023-24 & 2024-2025.** 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 must be in the name of the company. Any type of MOU for this purpose will not be entertained.
- 5.8. **Note:** In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
- 5.9. The Bidder has to submit INCOME TAX Permanent Account Number (PAN) no. of the firm. Copies of the same shall be submitted.
- 5.10. Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 5.11. In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 5.12. The Net worth as per audited accounts at the end of the last financial year (2024-25) should be positive.
- 5.13. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the “**Declaration for Contractual Disputes/Litigations**” as **Annexure-H** attached.
- 5.14. Bidder shall have to submit the “**Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations**” as **Annexure - G** attached
- 5.15. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- 5.16. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall



be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

5.17. Bidder has to fill the **Annexure- K** mentioning the documents submitted in support of each qualification criteria. Document mentioned in the **Annexure-K** against each Qualification criteria will only be considered for evaluation of eligibility. 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

5.18. Site visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipment's, tools & tackles, labour deployment, associated risk, surrounding, etc.

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD AND TENDER FEE)

- a) An EMD of **Rs. 43,600/- (Rupees Forty-Three Thousand Six Hundred only)** and Non-refundable Tender fee **Rs.2,950/- (Rupees Two Thousand Nine Hundred Fifty only)** shall accompany with Bid. Tender fee shall be submitted through RTGS / online mode of payment only.
- b) The EMD shall be submitted in the form of DD / irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender under **Annexure - C** in **Section-F** / Form attached.as per following details:

Bank for EMD DD

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

Payable at :

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

Alternatively EMD and Tender fee shall be submitted through RTGS as per following details for which RTGS transaction charges (if any) shall be borne by bidder:



1. Name of account holder: **Gujarat Industries Power Co. Ltd.**
2. A/c. No.: **33514692834**
3. Name of Bank: **State Bank of India**
4. Bank address: **Utility Building, Nani Naroli, Ta. Mangrol, Dist. Surat. Pin 394110.**
5. IFSC code: **SBIN0013423**
6. MICR code: **394002513**

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

OR for EMD

- c) The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, IndusInd Bank, RBL Bank, DCB Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank as per Performa of BG enclosed with this e-tender under Section-F.
- d) 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
- e) The EMD of the successful bidder will be returned after payment of Security Deposit or submission of irrevocable performance bank guarantee as required by successful bidder or alternatively EMD will be converted in SD and successful bidder shall submit balance SD or irrevocable performance bank guarantee.
- f) The earnest money deposit paid will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- g) Any bid not accompanied with EMD and Tender fee will be rejected. Detail of Tender fee & EMD paid by RTGS/online payment should be submitted as per clause 8.9. EMD in physical form, to be submitted directly to GIPCL as per clause 8.9.
- h) No interest shall be payable on EMD.
- i) 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.

SCHEDULE OF EMD AND TENDER FEES

Details / receipts of EMD & Tender fee paid by RTGS / online or EMD in physical form by way of DD / BG (as applicable) with other documents duly signed to be submitted in physical form in sealed cover as per details mentioned in NIT. Bid No. shall be mentioned at the top of cover / envelope	Address for Submission: Chief General Manager – Thermal GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
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8. SUBMISSION OF BIDS



Bidders who wish to participate in this tender will have to procure or 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 at address mentioned below.

Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process through e-tendering. In case of any queries related to e-tendering system, Bidder may write/contact at following details:

(n) Code Solutions – A division of GNFC Ltd.
301, GNFC Info tower, Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 79 26857316 / 17 / 18
Fax:+91 79 26857321
E-mail: nprocure@gnvfc.net
www.nprocure.com
Toll Free: 1800-233-1010(Ext. 501,512,517)

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

Bid shall be submitted in two parts namely: Technical-cum-Commercial Bid and Price Bid as per following:

A: MODE OF SUBMISSION

The bids shall be submitted online at the nprocure website 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-F**) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers/Coordinators.
4. **Annexure-K** – Information containing Details of proposal.

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

- (i) The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
- (ii) Proof of experience meeting the minimum eligibility criteria
- (iii) Performance certificate issued by clients.



- (iv) Previous work order copies.
- (v) Details of present work order (if any)
- (vi) Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required. The Net worth as per audited accounts at the end of the last financial year (2024-25) should be positive
- (vii) P.F Number and Allotment Letter.
- (viii) PAN Number.
- (ix) GST registration number/certificate copy.
- (x) To participate in e-Reverse Auction, bidders have to create e-Auction User ID on <https://e-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.

(b) Price Bid:

Price Bid shall be submitted only in soft form through <https://tender.nprocure.com>

1. Item wise individual Price Bid shall be submitted online only.
Note: Quoted price shall include cost of all manpower, approved make & quality materials, equipment, consumables, tools & tackles, standard MS scaffolding, Safety, legal & statutory compliance, mobilization-demobilization, all taxes & duties (other than GST). Bidder shall quote applicable GST separately in online price bid.
2. The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in price, idle charges for labor, machinery, overhead expenses etc. **There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates)-**
3. **Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.**
4. Contractor shall at his/her expense comply with all labor and industrial laws and such other acts and status as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold their payments till all legal liabilities are discharged.
5. Contractor shall deploy labor/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.
6. **Bidder shall have to quote their item wise rate in online Price Bid only. Bidder shall quote applicable GST separately in online price bid.**
7. Online quoted amount by bidder shall include applicable GST. Total amount will be derived by considering bidder's online quoted total amount with service charge and quoted GST as per prevailing rates as declared by Central/State Government. Any statutory changes in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.
8. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

(c) E-Reverse Auction after opening of online price bid.



- (i) GIPCL reserves the right to opt for e-Reverse Auction for the subject tender at sole discretion of GIPCL.
- (ii) To participate in e-Reverse Auction, bidders should have registered on nProcure's e-Auction Portal: <https://e-auction.nprocure.com> by selecting auctioneer as “Gujarat Industries Power Company Limited”.
- (iii) For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or at least 03 (three) nos. of eligible bidders L1 to L3 (whichever is higher) will be invited.
- (iv) Original L1 price (including GST) will be declared through nProcure's e-Auction Portal: <https://e-auction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
- (v) Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse bid hit.
- (vi) Duration for the e-Reverse auction will be **60 Minutes** with a provision of extensions for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry (hit) by the participating Bidders.
- (vii) Evaluation of tender will be done on gross total quoted amount with GST.
- (viii) After e-Reverse Auction process, final L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.
- (ix) After e-Reverse Auction process, the original rate quoted by the final L1 bidder shall be reduced proportionately based on total % reduction from their original quoted gross price v/s price derived after e-reverse auction, keeping GST percentage (%) rate same as originally quoted by final L1 bidder.
- (x) Prorata reduction will be applied in the quoted rates for all the items of SoR after price discovery through e-Reverse Auction

B: METHOD OF TENDERING/SIGNATURE ON BIDS

- a) 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.
- b) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- c) 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 authorised 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.
- d) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- e) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- f) 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 OF 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 BID

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:

- I. 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
- II. 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 AND COMPARISON OF BIDS



- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. For the above referred purpose, a 'material deviation' shall be one which:
 - (i) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (ii) 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
 - (iii) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14. RIGHT OF REJECTION OF TENDERS

- a) 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.
- b) 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.
- c) 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.
- d) If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. 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. Bidder shall have to submit the “Declaration for Contractual Disputes/Litigations” as **Annexure-H** attached.

- e) Bidder shall have to submit the “**Declaration cum Undertaking for Safety laws & Regulations Compliance**” in **Annexure-G** attached.
- I. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected.
 - II. 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.
- f) If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.
- g) Contractor shall have to submit satisfactory work completion/execution certificate from the client including ongoing/existing contracts.

15. AWARD OF CONTRACT

- a) GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation (After E-reverse auction) 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.
- b) The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

16. CONTRACT PERIOD

- a) The contract will be for a period of **18 Months** from the date of actual commencement of operation of the contract as stated in the Work Order (‘Contract Period’).
- b) GIPCL reserves the right to extend the Contract Period up to 3 months on the applicable rate of second year and same terms and conditions without any price escalation and entering into any new contract
- c) 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.
- d) GIPCL reserves the right to short clause the contract with one month notice period



- e) Mobilization period will be 15 days from the date of issue of Lol or Work Order whichever is earlier.

17. CONTRACT SECURITY DEPOSIT/IRREVOCABLE PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish an Irrevocable Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at five percent (5%) of the “Annual Contract Price (without GST)” from any Nationalized Bank Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, RBL Bank, DCB Bank Federal Bank, Bandhan Bank, Standard Chartered Bank only in the format attached in SECTION-F (Annexure-B). Additional 5% amount (Total 10% of LOI/Work order without GST) will be retained from each RA bills. It shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty-one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to contract period + defect liability period of one year from the contract completion. The Guarantee amount shall be payable to the Company in contractor's home currency without any condition whatsoever.

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

18. 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.

19. CONTRACTOR'S OBLIGATIONS

A. DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- I. The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- II. The Contractor shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- III. The contractor shall depute its own workmen/labour with proper identification to enter premises after ensuring that the jobs are scheduled.
- IV. At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers and shall also ensure that a police verification and security check for all the workmen 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 entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- V. The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gum boots, 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 etc.
- VI. During emergency or similar situations, the Contractor shall be required to mobilise resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilise sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor.
 - VII. During working in high risk area like electrical MCCs / oil/Lignite the workman must wear a suitable safety apron, safety hand gloves and goggles. It is the contractor's supervisor's responsibility to ensure it without failure.
 - VIII. During unit overhauling/shutdown jobs, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of maintenance work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on job rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor should mobilise sufficient number of manpower and execute the work in two shifts with independent manpower. Contractor should not continue the same manpower more than 12 hours.
 - IX. Contractor shall nominate /authorize senior experienced person in writing as site in charge for H & M package as well as Housekeeping Package 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 or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
 - X. During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
 - XI. During emergency or similar situations, the Contractor shall be required to mobilize resources as per need within the period of 04 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.
 - XII. **Important Note:** Whenever any of the Unit at SLPP remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of four hours from the time of intimation to the site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.

B. TOOLS & TACKLES AND CONSUMABLES

- I. All tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding electrode, etc. would be in the scope of the contractor. The welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T, Ador.



Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipment's and/or required consumables then 25% of the total job cost will be levied as a penalty for each and every instance

- II. For proper maintenance of the plant, the contractor is required to maintain a list of tools & tackles in good working condition at site.
- III. The tentative list of such tools & tackles is enclosed as **ANNEXURE-E**. The contractor should note that this list is not exhaustive and if 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.
- IV. Provision of scaffolding material for maintenance work will be in the scope of the contractor. The scaffolding shall be with pipe and clamps, metallic jallies.
- V. In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilise the manpower immediately within minimum time.
- VI. 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. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- VII. Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- VIII. Insulation scrape materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed at a suitable location as per the instruction of engineer in charge.
- IX. It is the responsibility of site in charge to segregate and remove the scrap from site. Work will be certified by E-I/C only after removal of scrap to the scrap yard.
- X. Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

20. 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 sjparmani@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.

21. 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'.

22. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS

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



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

23. PAYMENTS

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

24. 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 price bid.
- d) No separate amount shall be payable for use of auxiliary equipment incidental to or in day-to-day operation in the course of fulfilment 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.

25. QUANTITIES

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by Engineer-in-charge of GIPCL.

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

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 which Bidders can download free of cost from the website: <https://tender.nprocure.com> and <https://gipcl.nprocure.com> up to date & time mentioned in NIT.
- 2 All bids (technical and price bid) should be submitted online through the website <https://gipcl.nprocure.com> or <https://tender.nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for the same.
- 3 Following should be submitted ‘off-line’ in sealed covers separately at Village Nani Naroli, Taluka Mangrol, Dist.Surat-394 110, Gujarat up to the period specified in NIT
[1] E.M.D. & Tender fee [2] Supporting Documents for Technical Bid.
- 4 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 at address mentioned below at clause 5.
- 5 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering.
(n) Code Solutions - A division of GNFC Ltd.
402, GNFC Info tower, Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 26857316 / 17 / 18
Fax: +91 79 26857321
E-mail: nprocure@gnvfc.net
<https://tender.nprocure.com>
Toll Free: 1800-233-1010(Ext. 501,512,517)
- 6 Kindly note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
- 7 Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect of filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
- 8 (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder.
(n)code solutions is fully authorized to issue digital signature certificate to bidders.
- 9 All the bidders who have no facility to participate in on-line tenders are requested to contact (n)code solutions for the same.



- 10 Free vendor training camp will be organized every Saturday between 4.00 to 5.00P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
- 11 All the correspondence in respect of training, support or digital signature certificate should be addressed to (n)code solutions directly on the above-mentioned address.



SECTION: C **GENERAL CONDITIONS OF CONTRACT**

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Irrevocable Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at five percent (5%) of the “Annual Contract Price (without GST)” from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in SECTION-F (Annexure-E). Additional 5% amount (Total 10% of LOI/Work order without GST) will be retained from each RA bills. It shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty-one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to contract period + defect liability period of four months from the contract completion date + 3 months. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

2. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

The contractor shall not assign or sub-let any part of the contract to any other party or agency without written permission from GIPCL.

4. 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.



5. 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 15% overhead charges.

In case if contractor’s services are not found satisfactory with respect to mobilization, time bound activities, 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.

6. 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 fails 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 or fails to carry out progress of work as per agreed schedule of work planning (as per clause no. 1.10 of Special Condition of Contract) and/or 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 15% 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.

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



7. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lakh, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lakh and up to Rs. 100/- Lakh, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lakh, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

8. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Chief General Manager (SLPP) - GIPCL will be final and binding on the contractor.

9. EMPLOYEE'S COMPENSATION INSURANCE

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

10. STATUTORY REQUIREMENTS

a) COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labour 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.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.



- 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 3.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
- 3.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen’s Compensation Act, 1923.
- 3.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labour laws or for compensation under the Workmen’s Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor



- will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
 - 3.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
 - 3.15. The contractor shall conduct pre-induction and periodic medical check-up of his workmen as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labour laws of Government and other statutory laws as applicable.
 5. The contractor should register himself under the Contract Labour 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 Labour 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.
 6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
 7. 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 Labour 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.
 8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
 9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
 10. 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.
The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b) LEGAL ASPECTS

- 1) Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
- 2) Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
- 3) Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one-week time, from the date of award of this contract.



- 4) Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
- 5) Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
- 6) Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
- 7) Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
- 8) Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
- 9) If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

11. PAYMENT OF WAGES

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

12. ACCIDENT TO WORKMEN

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

13. LIGHTING

General area lighting will be provided by GIPCL. However, work area specific lighting should be arranged by contractor.

14. NIGHT/SUNDAY/HOLIDAY SHIFT

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

15. SAFETY ASPECT

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



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

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

16. GENERAL SAFETY CLAUSES:

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
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 wear the protective equipment's at all times during the work operation. Following brand of the safety shoes and helmet shall be issued to contract workmen. Contractor shall issue safety shoes every year.

Helmet :

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

Safety shoes :

Sr No.	Model	Company	Specifications
01.	Acme Fabrik plast Co.	SSTELE (Strom) – Double Density	IS : 15298 – 2011
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) – Double Density	
03.	Worktoes Warren	Worktoes - Warren Plus	

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be



obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.

5. 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.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. 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.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. 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.
10. The Contractor shall nominate **one Safety Officer** with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. 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.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards, fall arrester, etc. 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.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. 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.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipment's 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.
16. 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 amperes on welding machine and all portable power tools.
 17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
 18. Contractor 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 co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc.
 19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
 20. Safety shoes to be issued to female employees also.
 21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
 22. 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.
 23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
 24. Penalty to be imposed for Violation of safety norms is proposed as follows: -
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs.100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap,	<ul style="list-style-type: none"> • Rs.500 /- per instant. • After three incidence, Per incidence Rs.2500/- • Continuous unsafe acts will disqualify the contractor from further participation



		NRV / Flash back arrester, Cylinder trolley etc.	in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

General Electrical Safety Rules and Regulations

Electrical safety

- All the electrical apparatus including welding machine (either 3-phase or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
- Bidder should ensure periodic checking of ELCB provided in their electrical apparatus.
- Bidder should ensure that there should not be any joint in the power supply cable of any machine. All cables should be in good condition with no bare insulation or frayed wires
- Any power supply switchboard/extension boards brought by Bidder should have ELCB of 30mA rating and it should have sockets along with 3-pin plug
- Any type of cable brought by Bidder should not have any joint and should be of sufficient capacity for the respective job.
- Bidder to bring their own 24V rating portable hand lamps along with cable of (apparatus should be having 230V / 24V transformer) for the temporary lighting arrangement required at site for the respective jobs.
- Bidder should bring sufficient qty no. of temporary light fixtures (230V or 24 V as per requirement of job/contract) , extension boards, cables to draw supply from nearest power point.
- Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency
- Bidder to ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using.
- Bidder to ensure - All portable electric apparatus shall be regularly examined, tested and maintained to ensure that the apparatus and leads are in good order.



- Only three-core cable shall be used for single phase operated tools with the third core connected to earth.
- Ensure that all metallic portable appliances are provided with 3 pin plug and socket connections with third pin be connected to the ground terminal where ever possible. Also, the metal work of the apparatus is effectively earthed.
- All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
- The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
- Electric holders when not in use, should be placed on an insulated hook or the holders should be fully insulated while using any welding machine
- Whenever the welder stops or leaves work for any appreciable time, the power supply to welding machine shall be effectively disconnected while using any welding machine
- GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. Bidder to supply the required cable between GIPCL power supply point to equipment brought by Bidder for the specified job. Further, if Bidder's equipment requires 3-ph 4 wire supply then they should derive 3-ph 4 wire supply from GIPCL 3-ph 3 wire supply system by incorporating sufficient capacity transformer. Like for hydro jet cleaning system, mixer machine, induction heating machine, SR machine etc., GIPCL will provide 3-ph 3 wire power supply.
- Cable between welding machine to GIPCL power supply point should have cable TOP plug towards GIPCL power supply point of Make BALS having rating as 63 Amp.

Contractors not following above electrical safety points at any point of time are liable to penalty and their machine/ apparatus shall be seized by GIPCL.

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

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

17. 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.

18. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipment's, materials, scaffolding, safety PPEs & safety equipment's, consumables etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipment's 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 independent experienced site-in-charge and independent site supervisors at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one independent safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. **GIPCL reserves the right to hold the work in case contractor not deployed safety supervisor and a penalty equal to Rs.1,000/- per working day absent of safety supervisor shall be levied from Contractor.**
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labour license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. Progressive work targets shall be achieved for each package as decided during first kick-off meeting. 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 15% overhead charges.
- i. 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.
- j. 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.
- k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and is valid even if the contract is split and shall not be subject to any escalation, idle charges for labour, 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.
- l. Contractor must fulfil 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, safety life line & fall arrestors 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 penalty (Maximum of Rs.1,000/- per incident per man-day and as per above clause no. 16) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
 - n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities 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.
 - o. 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.
 - p. The contractor has to submit daily reports showing work carried out with details of available manpower, material etc.
 - q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
 - r. 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.
 - s. 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.
 - t. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

19. CONTRACTOR’S SUPERVISION

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



same, engage labour or purchase materials and proceed with the work as required for speedy execution.

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

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

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

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

All loose materials, wastage, packing materials, empty paint drums, 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 & remove scaffolding materials 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.

21. FACILITIES TO BE PROVIDED BY GIPCL

- A.** The Company shall provide the following facilities to the Contractor at the site:
- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
 - b. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available.
 - c. Workshop facility as available at site only. However, contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
 - d. First aid facilities as available on chargeable basis.

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



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

22. WORK MEASUREMENT/CERTIFICATION

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis. The monthly bill payment shall be released based on the certified reports of the works.
- d. 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.

23. PUBLIC HOLIDAYS

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

24. 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.

25. 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.

26. GOVERNING LAW AND JURISDICTION

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

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



SECTION: D **SPECIAL CONDITIONS OF CONTRACT**

1. GENERAL SCOPE OF CONTRACTOR

1. All tools & tackles, equipment's, scaffoldings, materials, labour, vehicles, etc... 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 consumable items like paint materials, thinner, turpentine, red oxide, cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. The Contractor shall have to make necessary arrangement for storage of materials including safe storage of paint materials, tools & tackles, scaffolding materials, equipment's at their own cost.
4. All safety/PPEs required during work at site are to be arranged by the contractor.
5. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
6. The contractor has to arrange transportation for lifting/shifting the materials at their own.
7. Contractor has to depute their full time experienced site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc...
8. Contractor has to maintain record of each and every material brought to site with material test certificate and gate entry. **PLANNING & MONITORING OF WORK PROGRESS.**
9. After award of the work, Contractor has to submit schedule of work planning for completion of painting work with resources (i.e. manpower and material) mobilization planning within seven days.
10. Contractor shall mobilize the resources at site within 15 days from the date of LOI or work order whichever is earlier. GIPCL will closely monitor the agreed schedule against actual progress of work at site. If contractor failed to carry out work as per agreed schedule and if contractor failed to mobilized required resources (manpower & materials) within seven days from written communication, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 15% overhead charges.

2. PRICE & RATES

This is non-SoR based contract and final item rates will be derived based on final offered lowest price received through e-Reverse Auction on gross total price (including GST). Prorata reduction will be applied in the quoted price for all the items of non-SoR after price discovery through e-Reverse Auction. The item rates so derived shall be inclusive of cost of all approved make paints, primer, thinner, other required materials as recommended by manufacturer, consumables, safe storage of materials, wastage, painters, helpers, labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, hiring of crane, hiring of external agency for machining, hiring of the external agency for hydraulic support etc, standard approved MS scaffolding materials, scaffolding arrangement at work site as per



approval of GIPCL's Safety Officer, safety equipment's & PPEs, legal & statutory compliances, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax (online quoted GST rate by successful final L1 bidder will be considered for deriving final item rates), minimum wage rates to workmen etc 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 item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work.

The rates shall also include cost for mobilization / demobilization of manpower, equipment's, materials, etc...

Any statutory changes in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.

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

Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates). However, contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.

Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non compliance of the above, the company can withhold their payments till all legal liabilities are discharged.

Contractor shall deploy labour/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.

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.

4. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the job wise separate running invoices in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) every month to concern Engineer-in-charge of respective Package/Location in respect of the work performed or completed during the month along with the documents



as provided hereinafter. 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) 95% of monthly RA bill along with proportional % 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. 5% of SD amount will be retained along with each RA bill.
- (ii) Total Security deposit at 5% of contract value shall be submitted as per clause no.: 1 of Section-C. Security deposit will be returned to the Contractor without any interest after successful completion of defect liability period from actual contract completion date as certified by Engineer-in-charge and as per clause no.: 1 of Section-C.
- (iii) Contractor shall quote the rate/price along with applicable GST. Party should raise the invoice as per GST act. The vendor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self-certified authentic third-party evidence (www.cbic-gst.gov.in) shall be adduced, one time, to that effect by the vendor.
- (iv) GST shall be paid along with bills after fulfilment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing GIPCL's GST no. along with contractor's 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) Contractor shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (f) Any statutory changes (increase/decrease) in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.
- (v) 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, equipment's, vehicles etc at site.
- (vi) The contractor along with monthly RA Bill shall submit, Photo copies of wages register of previous month, photocopies of attendance sheet of respective month
- (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 three months.
- (viii) The Contractor shall include all his/her 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.



(ix) **SUBMISSION OF STATUTORY COMPLIANCES WITH THE PERIODICAL/MONTHLY RA BILL(S)/FINAL RA BILL**

The contractor shall submit, one time or regularly, as applicable, the following documents along with the periodical/monthly RA bill/Final RA bill.

- (i) Copy of statutory compliance like labour license, EC Policy, attendance register,
- (ii) Notarized Indemnity Bond as per standard Proforma, in case of Final bill.
- (iii) No claim - No arbitration certificate as per Proforma at Annexure-D in Section-F, after the final bill amount is certified by GIPCL for payment and the same is made known to the contractor by GIPCL & accepted by the contractor.

B. Validity and Uniformity of Rates

The rates shall be valid for the Contract Period and agreed extension and shall remain unaltered during the Contract Period.

5. SCOPE OF GIPCL

Electric power & water shall be made available free of charges at any one point nearer to work site as convenient to GIPCL. Contractor shall make his own arrangements for drawl and distribution to the work site. However, before drawl of such energy, contractor shall take prior permission of the same.

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.

7. DAILY DIARY AND PROGRESS REPORT

A daily diary register will be kept in the ENGINEER'S office. The CONTRACTOR will supply all detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the ENGINEER and the CONTRACTOR'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the ENGINEER'S office and all day to day instructions will be given in that book. The CONTRACTOR'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The CONTRACTOR shall supply all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly



progress reports. This information shall be supplied by 9:00 hours on every Monday, for the preceding week.

8. 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) **Measurement sheet protocol (as per mode of measurement) along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) Contractor's material incoming challans duly stamped & signed by plant gate security.

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

9. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 15 days from the time of intimation given by GIPCL.
- b) Contractor shall provide independent site supervisor 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.

10. DEFECT LIABILITY PERIOD

The defect liability period of whole work shall be one year after completion of contract as certified by Engineer-in-charge.

During defect liability period, if any defect arises in jobs which have been already executed, shall be rectified by the contractor at free of cost within seven days on receiving the intimation from Engineer-in-charge failing which GIPCL may take suitable action and also engaged third party to carry out rectification work at the risk and cost of the contractor.

11. COVID-19

It is well aware about nationwide spread of COVID-19 pandemic for which Government of India as well as Government of Gujarat are circulating various guidelines time to time for prevention of spread & protection of human being. GIPCL also being a responsible organization, implementing such guidelines along with specific directions & advisories to all employees, contractors & workers on time to time.

All the interested parties, bidders, successful contractors shall have to follow all such instructions, advisories, guidelines related to COVID-19 which are at present in force and which may come into force at their own cost.



In order to implement such guidelines, all required expenditures towards providing approved mask, sanitizer, etc... shall be in the scope of contractor.

12. 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.



SECTION E

SCHEDULE OF QUANTITIES & RATES

Sr. No.	Work Description	UoM	Qty	Amount without GST in Rs.
A	Replacement / Refurbishment of the Bunker structure and associated work in Lignite Handling System Phase-I	MT	70	Party has to quote on on-line portal only
B	Painting of Replaced / Refurbished structure	M ²	1750	Party has to quote on on-line portal only
	Total			Party has to quote on on-line portal only
	GST % @18%			Party has to quote on on-line portal only
	TOTAL with GST			



SECTION-F LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

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

Date :

Signature of 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" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as "Contractor(s) / Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for.....on the terms and conditions as set out inter alia, in the Company"s contract No./ P.O.No.....dateand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and / or variations thereto and whereas the Contractor(s) / Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies / subcontractors AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for ...% (.....percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including performance guarantee obligations of the contractor(s) / seller(s) for execution / supplies made under the "said contract."
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s) / Seller(s) in



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

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. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/



Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

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

Corporate Seal of the Bank

Date.....

..... Bank

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



3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No.----- Date:

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: RANOLI, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for ---
------(hereinafter called "the said tender") to
M/s.
..... (hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.... only) towards earnest money in lieu of cash.
2. 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. 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. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
 9. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
 10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

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



4.0 ANNEXURE-D

PERFORMA CERTIFICATE (No claim, No arbitration)

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

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under: -

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

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

For, M/S. _____

Signature, Stamp and date.



5.0 ANNEXURE-E

TOOLS AND TACKLES TO BE PROVIDED BY CONTRACTOR

SL.NO	DESCRIPTION	QUANTITY
1	400 Amp. Welding Rectifier / welding Generator	02 No.
2	400 Amp. Welding Transformer.	03 Nos.
3	Cutting Torch with hose and Regulator having hose length minimum 15 Mtr	5 Sets.
4	Welding cable 60 Mtr length with holder	06 Nos.
5	Earthing cable	06 nos.
6	Supply cable single phase & 3 phase having 60 Mtr Length	06 Nos. Each
7	Piano wire – 100 Mtr.	02 Nos
8	Water Level – 8MM Dia, 50Mtr. Lg.	02 Nos.
9	Steel Tape – 3 Mtr.	3
10	Steel Tape – 30 Mtr.	1
11	D/E Spanner. Complete Set	01 Sets
12	Ring Spanner. Complete Set.	01 Sets
13	Plumbs	02 No.
14	Angle Grinding M/C. (AG – 7) & AG-5 and buffing wheel for structure cleaning	03 Nos./ 2 No
15	Pipe Wrench (Small, Big)	02 Nos.
16	Magnetic Drill	02 Nos.
17	D- Shackle (2MT, 5MT, Capacity.)	03 Each.
18	Wire Rope Sling capacity 3&5 MT	05 Each.
15	Mechanical Jack 5MT	01 Each.
20	Sprit Level	02 Nos.
21	Turn Buckle	2
22	Manila Rope (Each 50 Mtr. Long)	3 Bundles
23	Chain Pulley (1 MT) Capacity.	04 Nos..
24	Chain Pulley (2 MT) Capacity.	04 Nos.
25	Chain Pulley (5 MT) Capacity.	02 Nos.
26	Hack Shaw frame with blade	02 Nos.
27	Hand Lamp / Flood light	02 Nos. each
28	Scaffolding material	1 set
29	Chisels	3 No.
30	Torch(Large size)	03 Nos.
31	Line Testers	06 Nos.
32	ELCB for welding machines	08 Nos
33	FBA for cutting torch	10 Nos
34	Trolley for movement of Gas cylinders	03 Nos.
35	50 sq mm FRLS cable LT cable	150 meters
36	Suitable transformer capacity based portable DB– suitable for 4 no's 3-phase socket with all safety instruments	2
37	2 KVA transformer capacity based portable DB (440/230 volt) – suitable for 3 no's 1-phase socket with all safety instruments	2
38	Suitable cable with all required instruments for air compressor	150 meter
39	Winch machine of capacity 2 MT	1 nos
40	LED based Halogen lamps 500watt	5 nos



6.0 ANNEXURE-F



GUJARAT INDUSTRIES POWER COMPANY LIMITED

(Surat Lignite Power Plant)

SCHEDULE OF DEVIATION

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE



7.0 ANNEXURE-G

(To be submitted on Company's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory of the Bidder

8.0 ANNEXURE-H

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

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

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

Please Tick ()

OR

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

Please Tick ()

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

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

Signed and Stamped by the
Authorized Signatory of the Bidder



9.0 ANNEXURE-I

(To be submitted on Company's Letter Head on six monthly and with final bill)

Declaration & Undertaking for disposal of empty paint drums/barrels

I _____ on behalf of (Name of contractor) hereby confirm that I/We have taken all our empty paint drums & barrels to outside of SLPP premises on date _____ through our vehicle/s no./s. _____. We also declare & confirm that all these empty paint drums/barrels have been disposed as per prevailing GPCB (Gujarat Pollution Control Board) norms/guidelines and shall indemnify, keep harmless the GIPCL against any future liabilities or consequences in this regard.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to legal action, including forfeiting of our security deposit/pending dues and also to disqualification for future bid participation of GIPCL.

PLACE:
DATE:

Signed and Stamped by the
Authorized Signatory of the Contractor

10.0 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

11.0 Form-B

List of Tools & Tackles to be submitted with physical documents

Sr. No.	Description	Nos.	Status

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



12.0 ANNEXURE-J

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

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

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

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

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

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

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

After entering the details, click on SUBMIT Button.

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

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

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



13.0 ANNEXURE-K

PARTICULARS OF THE BIDDER

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE



15.0 ANNEXURE – L

ETHICS PACT GUJARAT INDUSTRIES POWER COMPANY LIMITED

PO: RANOLI, DIST: BARODA – 391350

Reference PO No.
Integrity Pact No.:

Date:
Contract Period:

OUR ENDEAVOUR

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

GIPCL'S COMMITMENT	PARTY'S COMMITMENT
To maintain the highest ethical standards in business and professions	Not to bring pressure / recommendation from outside GIPCL to influence its decision.
To ensure maximum transparency to the satisfaction of all stakeholders.	Not to use intimidation, threat, inducement or pressure of any kind on GIPCL or any of its employees.
To fulfill the terms of agreement / contract and to consider objectively the viewpoints of other stakeholders.	To be prompt and reasonable in fulfilling the contract, agreement and legal obligations.
To ensure regular and timely release of payments for works done/services provided	To provide goods and / or services timely as per agreed quality and specifications.
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 agreement / contract / work.	Not to enter into cartel / understanding whether formal or informal so as to influence the price.