

Tender for Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in PHASE-I, Cooling Tower alongwith buyback of scrapped PVC Fills.

BID No.: SLPP/MECH/BOP/PH-1, UNIT-1 & 2 CT PVC FILLS/2024-25



**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**(Surat Lignite Power Plant)**

**AT & POST NANI NAROLI, TALUKA: MANGROL,**  
**DIST: SURAT, PIN 394110 (GUJARAT)**

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

**TENDER DOCUMENTS FOR;**

**4 X 125 MW, Surat Lignite Power Plant, “Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in Phase-1 Cooling tower alongwith buyback of scrapped PVC Fills”.**

**BID No.: SLPP/MECH/BOP/PH-1, UNIT–1&2 CT PVC FILLS/2024-25**



## INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

### INDEX

<u>SR. NO.</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>	
		FROM	TO
(1)	<u>NOTICE INVITING TENDER (NIT)</u>	3	4
(2)	<u>SECTION – A</u> (INSTRUCTIONS TO BIDDERS)	5	20
(3)	<u>SECTION – B</u> (INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING)	21	21
(4)	<u>SECTION – C</u> (GENERAL CONDITIONS OF CONTRACT)	22	38
(5)	<u>SECTION – D</u> (SPECIAL CONDITIONS OF CONTRACT)	39	49
(6)	<u>SECTION – E</u> (SCHEDULE OF QUANTITIES & RATES)	50	51
(7)	<u>SECTION – F</u> (ANNEXURES AND FORMS)	52	61
(8)	<u>SECTION – G</u> (DRAWING/IMAGE OF PVC FILLS AND DRIFT ELIMINATORS)	62	63

**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/BID NO.: SLPP/MECH/BOP/PH-1, UNIT-1&2 CT PVC FILLS/2024-25**

Name of work	4X125 MW, Surat Lignite Power Plant: <b>Replacement of PVC Fills &amp; Drift Eliminators for 06 nos. cells in Phase-1 Cooling tower alongwith buyback of scrapped PVC Fills.</b>
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	01 years.
EMD	Rs. 91,000/- (Rupees Ninety-One thousand only) to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode. In case of Bank Guarantee, the BG shall be in favor of GIPCL from approved Banks mentioned in this tender.
Cost of tender document / tender fee	Rs. 2950 / - (Rupees Two thousand Nine Hundred Fifty only) non-refundable & 18% GST inclusive to be paid only by RTGS/NEFT/IMPS/Net Banking/Online Mode.
Availability of online e-Tender document	On (n)procure portal: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> from 19.11.2024 OR On GIPCL's website: <a href="http://gipcl.com/">http://gipcl.com/</a> from 19.11.2024 (for viewing and downloading Tender Document)
Last date of online submission of offer	<b>16.12.2024</b> up to 17:30 hrs. on (n)procure portal: <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before last date of online bid submission during office hours (i.e. up to 17:30 hrs) at Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
E-Reverse Auction	E-Reverse Auction will be executed through website: <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> (Schedule will be intimated later on to eligible bidders).

**NOTES:**

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders or split the work among the Bidders 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 conditional tender will not be entertained and shall be liable for rejection.

5. The Bidders are required to submit their Bids online only through the website <https://tender.nprocure.com>.
6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to n-procure site related issues. In case of any issues /difficulties cropping up during on line uploading / submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n) Code Solutions as mentioned in Section-B of tender and as well as to GIPCL mail to [bggajjar@gipcl.com](mailto:bggajjar@gipcl.com).
7. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address: -

**Addl. General Manager (O & M)**

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli,

Taluka: Mangrol,

Dist.: Surat - 394110, Gujarat.

Phone: (02629) 261063-72.

E-Mail: [bggajjar@gipcl.com](mailto:bggajjar@gipcl.com)

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

### **1. PLANT SYNOPSIS**

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW comprising of various conventional and renewable projects.

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

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

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

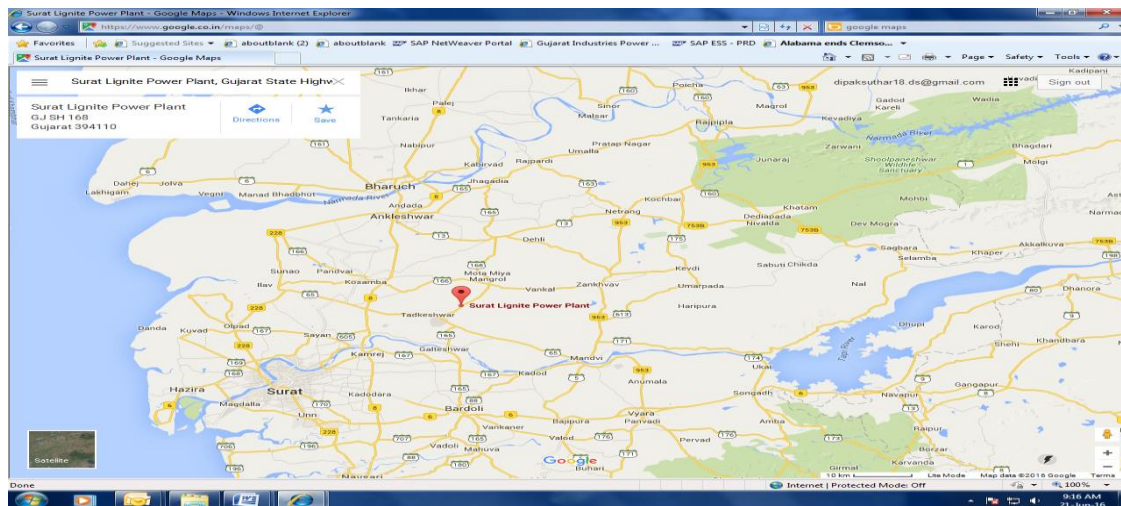
GIPCL has successfully commissioned a 2 x 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

GIPCL is presently executing a 100 MW Solar PV project at the Raghanesda Solar Park, Gujarat.

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmadabad highway. From Kosamba, SLPP is around 32 KM, out of which 27 KM is part of the National & State 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 BroadGauge 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.

**Tender for Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in PHASE-I, Cooling Tower alongwith buyback of scrapped PVC Fills.**

**BID No.: SLPP/MECH/BOP/PH-1, UNIT-1 & 2 CT PVC FILLS/2024-25**



The Company intends to award Contract for **“Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in Phase-1 Cooling tower alongwith buyback of scrapped PVC Fills”** at SLPP and is therefore inviting online open tenders through (n)procure from experienced & resourceful bidders.

## 2. SCOPE OF WORK

2.1 The scope of work covers supply, dismantling, transportation, erection & commissioning of new PVC fills blocks/modules and PVC drift eliminators, buyback of dismantled old scrapped fills of 6nos. cells of Phase-1, Unit-1 & Unit-2 Cooling tower. Size of PVC fill is 1.2-meter Length x 0.6-meter height for two layers arrangement. The specifications of Cooling Tower are as follows;

Sr. No.	Description	Specification
1.	Make & Type of Cooling Tower.	Paharpur make, Counter flow type.
2.	Total nos. of cell in each Cooling Tower.	09 Nos.
3.	Size of Cooling Tower cell.	16.46 meterX16.46 meter.
4.	Type of Installed PVC Fills.	Cross flute type.
5.	Size of Installed PVC Fills.	1200 mm(L) x 600 mm(H) (For two layers arrangement).
6.	Volume of Fills in each Cooling Tower Cell.	330.29 Cu. Meter.
7.	Type of Installed Drift Eliminators.	Full wave ACB Type.
8.	Area of Drift Eliminators in each Cooling Tower Cell.	243 Square Meter.

**The detailed scope of work shall be as per clause no. 1 of Section-D of this tender.**

- 2.2 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.3 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.

- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

### **3. GENERAL INSTRUCTIONS**

- 3.1 The BIDDERS who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The BIDs shall be filled in by the BIDDERS clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of BIDDER. The decision of the Company to interpret the information and rates filled in by the BIDDER shall be final and binding on the BIDDER.
- 3.3 The BIDDERS are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their BIDs so that no ambiguity arises in these respects subsequent to submission of the BIDs.
- 3.4 Before quoting the rates, the BIDDER should go through the specifications, scope of work etc. and get himself fully conversant with them. The BID should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of BID on account of mobilization or Safety costs.
- 3.5 BIDDER has to submit all the information as per required BID document. Failure to furnish all the information as per required BID documents or submission of a BID containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The BIDs shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and BIDs submitted thereafter shall not be accepted and considered. The tender documents shall not be transferable.
- 3.7 The tender documents shall not be transferable.
- 3.8 The BIDDERS are expected to examine all instructions, forms, terms & specifications in the BID documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any BIDDER finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the BIDs by giving amendments.
- 3.11 During evaluation of BIDs the Company may, at its discretion ask the BIDDER (s) for clarification of their BID. The request for clarification and the response shall be in writing and no change in prices or substance of the BID shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the BID documents at any time prior to the deadline for submission of BIDs, either at its own discretion or in response to the clarification requested by a prospective BIDDER. In such case, the Company may in its discretion extend the deadline for submission of

BIDs in order to facilitate the prospective BIDDERS for incorporating the effect of the amendment in their BIDs.

- 3.13 The BIDDERS shall bear all costs and expenses associated with the preparation and submission of their respective BIDs, to attend meetings or conferences, if any, including any pre award discussion with the successful BIDDER, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful BIDDER is Consortium / Joint deed of undertaking of company, the Consortium leader / Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the BID forms, attachments and other supporting documents submitted by the Bidder.

#### **4. PLANT VISIT**

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

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

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

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

Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working



condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labor, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his BID. **Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation.** The submission of a BID by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

## **5. ELIGIBILITY CRITERIA**

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

- 5.1 Bidder should possess minimum three years of experience in India out of last five years ending last day of the month previous to the one in which tender is invited, (as per following Cl. No.5.2) in similar nature of jobs like supply, erection & commissioning of power plant cooling towers for minimum single unit of 100MW or more power plant,

OR

Supply, dismantling & erection of PVC fills for Cooling Towers of minimum single unit of 100MW or more power plants and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

- 5.2 Bidder should produce evidence of having experience of successfully completed similar works in India as defined hereunder during last Three years out of last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients by way of certified copies of documentary evidence preferably photo copies of work experience.

The experience should be either of the following:

- a. One similar completed work each costing not less than the amount equal to Rs. 85.22 Lakh with GST.

OR

- b. Two similar completed works each costing not less than the amount equal to Rs. 56.81 Lakh with GST.

OR

- c. Three similar completed works each costing not less than the amount equal to Rs. 42.61 Lakh with GST.

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

- 5.3 Tender fee: The tender fee of Rs. 2950.00 shall be accompanied in form of RTGS.
- 5.4 EMD: The EMD of Rs. 91,000.00 shall be accompanied in the form of DD /RTGS or Bank Guarantee given by Bank as described in subsequent tender Documents.
- 5.5 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 by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.6 Bidder should have average annual turnover more than or at least Rs. 42.61 Lakh for last three financial years (FY: 2020-21, FY: 2021-22 & FY: 2022-23). Bidder shall furnish annual audited financial statement duly certified by a qualified Chartered Accountant, who should be a member of the Institute of Chartered Accountants of India 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.

Note: 1. In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.

- 5.7 The net worth of the bidder as on 31.03.2023 should be positive as evidenced from audited accounts.
- 5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), GST Registration Number. Copies of the same shall be submitted.
- 5.9 In case Bidder is Consortium / Joint deed of undertaking of company, the above requirements / credential of consortium leader / bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.10 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party 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 amended in **Annexure-N** attached.
- 5.11 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in **Annexure -M** attached.
  - a. If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this 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.

- b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.
- 5.12 Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labor deployment, associated risk, surrounding etc.

**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 Bidder. GIPCL reserves the right to accept/split/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.**

## **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**

Rs. 91,000/- (Rupees Ninety-one thousand only) to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode. In case of Bank Guarantee, the BG shall be in favor of GIPCL from approved Banks mentioned in this tender and crossed demand draft in favor of Gujarat Industries Power Company Limited only.

Rs. 2950 / - (Rupees Two thousand Nine Hundred Fifty only) non-refundable & 18% GST inclusive to be paid only by RTGS/NEFT/IMPS/Net Banking/Online Mode.

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

Bank Name: State Bank of India Branch: Nani-Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110 IFSC: SBIN0013423
--

Beneficiary Name: Gujarat Industries Power Company Limited Account No.: 33514692834 MICR code: 394002513
--

EMD may, in the alternative, be submitted in the form of an irrevocable Bank Guarantee ('BG') in favour of Gujarat Industries Power Co. Ltd. from:

- a) All Nationalized Banks
- b) Axis Bank
- c) ICICI Bank
- d) HDFC Bank
- e) Kotak Mahindra Bank
- f) IndusInd Bank
- g) Federal Bank
- h) Bandhan Bank
- i) IDBI Bank
- j) Karur Vysya Bank

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.

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

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

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

No interest shall be payable on EMD.

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.

#### **4. SCHEDULE OF EMD & TENDER FEES**

EMD & Tender fee and other documents to be submitted in physical form on or before due date of closing of the tender	Address for Submission: <b>Addl. General Manager (O &amp; M)</b> <b>GUJARAT INDUSTRIES POWER CO. LTD.,</b> <b>(Surat Lignite Power Plant)</b> <b>Village – Nani Naroli, Taluka – Mangrol</b> <b>District – Surat 394 110, Gujarat</b> <b>Phone: 02629-261063 (10 lines)</b> <b>Fax: (02629) 261073 / 261074</b>
--	--

#### **5. SUBMISSION OF BIDS**

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

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

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

**Note: Tender fee and EMD shall be submitted in physical form on or before due date of closing of the tender, with clearly mentioned BID No.:**

**SLPP/MECH/BOP/PH-1,UNIT-1&2 CT PVC FILLS/2024-25** for  
"Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in Phase-1 Cooling tower alongwith buyback of scrapped PVC Fills".

**(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-J) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers.

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

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

**Note:** To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.

**(b) Price Bid:**

1. Price Bid shall be submitted only in soft form through <https://tender.nprocure.com>.  
Note: Estimate includes cost of all manpower, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...
2. Bidder shall also quote applicable GST in online price bid.
3. 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.
4. For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or up to Three (03) nos. of eligible bidders L1 to L3 (whichever is higher) will be invited.
5. 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 rate.

6. 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.
7. Duration for the e-Reverse auction will be 60 Minutes with extension of 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.
8. After e-reverse auction, the revised offer price of final L1 bidder will be derived based on original GST % quoted by final L1 bidder.
9. Prorata reduction will be applied in the quoted rates for all the items of SoR of all packages after price discovery through e-Reverse Auction.
10. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
11. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
12. GST shall be paid at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
13. Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation / compensation to the contractor against any revision in MWR (Minimum Wage Rates).

**B: METHOD OF TENDERING/SIGNATURE ON BIDS**

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.
- (ii) Bid by a consortium / joint deed of undertaking of company / partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the 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.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing may be disqualified.

**6. MODIFICATION AND WITHDRAWAL OF BIDS**

- a. The Bidder may modify or withdraw its 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 specified by the Bidder on the Bid Form.

**7. POLICY FOR BIDS UNDER CONSIDERATION**

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

## **8. 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 date set for opening 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.

## **9. OPENING OF BIDS**

- 13.1 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 authorised officers of GIPC

### **13.2 Preliminary Examination:**

- 13.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.
- 13.2.2 Arithmetical errors will be rectified on the following basis:
  - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
  - (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

## **10. EVALUATION & COMPARISON OF BIDS**

- 14.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 14.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 14.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought

- by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 14.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 14.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 14.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 14.7 For the above referred purpose, a 'material deviation' shall be one which:
- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
  - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
  - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

#### **11. RIGHT OF REJECTION OF TENDERS**

- 15.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 15.2 Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 15.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

#### **12. AWARD OF CONTRACT**

- 16.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 16.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 16.3 GIPCL reserves the right to cancel / short close the contract during the contract period without assigning any reason.
- 16.4 GIPCL reserves the right to split the contract quantities between vendors.

#### **13. CONTRACT PERIOD**



- 17.1 The contract will be for a period of 1 year from the date of issue of the Work Order ('Contract Period').
- 17.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
- 17.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

#### **14. 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.

#### **15. CONTRACTOR'S OBLIGATIONS**

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

- (i) The Contractor shall deploy suitably qualified and required manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall deploy required skilled, Semi-skilled and Un-skilled manpower to properly complete the job in given/scheduled time.
- (iv) The Contractor shall depute its own workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (v) 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, women workers and shall also ensure that a police verification and security check for all the workmen/labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (vi) The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like helmets, masks, gum boots, a uniform 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
- (vii) Contractor shall nominate / authorize senior experienced person with in-depth knowledge of standard maintenance practices in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.

- (viii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (ix) Contractor has to furnish the qualification, certificate, other documents and/or proof of on hand experience, job & site experience of all skilled & semiskilled workmen and supervisors. All the details of supervisor & workmen will be reviewed by EIC and Supervisor & Workmen will be mobilized after clearance of EIC based on work requirement & suitability. Workmen deputed shall be experienced and capable of performing the quality job.
- (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 as per the requirement and as directed by EIC.
- (xi) During working in high risk area, the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

**B: TOOLS & TACKLES:**

- (i) All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor.
- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with tractors, hydra & hydraulic trolleys in good working condition at site as per day to day work load, transportation of material and emergency situations to complete the work in stipulated time.
- (iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any work requirement (normal / emergency) arising during Sunday / holidays & night hours the contractor should be in a position to mobilize the manpower immediately within minimum time as per the instruction of EIC. Unavailability of manpower as well as resources will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.
- (iv) 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 24 Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place.
- (v) 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.

**16. 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 in submission of online Bid, in writing or by E-mail at the GIPCL's mailing address [bqgajjar@gipcl.com](mailto:bqgajjar@gipcl.com) as indicated 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.

#### **17. 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'.

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

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

#### **19. PAYMENTS**

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

#### **20. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID**

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

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

#### **21. 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.(to be reviewed with legal and to be incorporated in special conditions only)

-----

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

1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - <https://tender.nprocure.com> and can also be viewed from <http://gipcl.com>
2. All Bids (technical and price Bid) should be submitted online through the website <https://tender.nprocure.com> only. No physical submission of price and technical Bid will be entertained as it should be furnished online only. Also, no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluko: Mangrol, Dist.: Surat - 394 110, Gujarat.
4. [1] Tender Fee, [2] E.M.D. covers [3] Supporting Documents for Technical Bid.
5. 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 Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.
6. Bidders who wish to participate first time in online tenders will have to register their firm at <https://tender.nprocure.com>. GIPCL will not be held responsible in case of late submission for vendor registration.
7. 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.
8. 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.  
403, GNFC Info tower, Bodakdev, Ahmedabad – 380 054 (India)  
Tel: +91 79 26857316 / 17 / 18, Fax: +91 79 26857321  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net),  
<https://tender.nprocure.com>, Toll Free: 1800-233-1010(Ext. 501,512,517)
9. Bidder may visit <https://tender.nprocure.com/html/faq.asp> for information regarding e-tendering registration process.
10. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to n-procure site related issues.
11. In case of any issues /difficulties cropping up during on line uploading / submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n) Code Solutions as mentioned in Section-B of tender and as well as to GIPCL mail to [bqgajjar@gipcl.com](mailto:bqgajjar@gipcl.com).

## SECTION-C GENERAL CONDITIONS OF CONTRACT

### 1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at Ten percent **(10%)** of the "Total Contract Price excluding taxes & duties" from any of Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank, AU Small Finance Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit 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 guarantee period of twelve months from the work completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

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

In case of non deposit of security deposit or performance bank guarantee as required by the bidder, the EMD amount shall be adjusted towards the required security deposit or performance bank guarantee and for the balance security deposit or performance bank guarantee as required necessary deductions to the maximum shall be done from the bills, the said EMD amount so adjusted and the said deductions so done from the bill(s) shall be refunded to the bidder on the same terms and conditions as applicable to the refund of contract security deposit.

The Guarantee amount shall be payable to the GIPCL without any condition whatsoever. However any delay in submission of initial SD will entitle the Company to cancel the contract /will result in equivalent late release of entire SD after SD retention period. i.e. the duration of the validity of the SD shall be extended by the number of days by which the Bidder delays in submitting the SD.

The amount of SD/Performance Guarantee will be returned to the Vendor/Contractor without any interest at the end of the 'Guarantee Period / Defect liability period' subject to and after deduction of any amounts duly recoverable by the Owner hereunder.

### 2. GUARANTEE PERIOD/ DEFECT LIABILITY PERIOD:

- 1) The work to be executed by the contractor shall be free from any defects and guaranteed for workmanship & quality for a defect liability period of **one year** from the date of total work completion. Any defect noticed during the defect liability

period shall be corrected / rectified by the contractor at his own cost & no extra cost to the GIPCL.

- 2) The security deposit shall be released only after satisfactory completion of the defect liability period. The contractor shall extend the validity of the bank guarantee suitably whenever required.

### **3. 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 10% additional overhead charges of GIPCL.
- (iii) Party shall preserve the materials like nozzles, tie rod, diffuser ring, etc. for execution of the job & shall guard it properly against theft or pilferage. In case of theft of materials issued to the party, appropriate amount (equivalent to the cost of the pilferage material) will be recovered from their bill.

### **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 10% overhead charges, plus applicable GST as per extent GST laws.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.

- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason.
- ix. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

## **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 as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL, plus applicable GST as per extent GST laws 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 preventive / breakdown maintenance, 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.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

## **8. INTERPRETATION OF CLAUSE**

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Addl. General Manager (O & M) - 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. Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.

## **10. STATUTORY REQUIREMENTS**

### **a. COMPLIANCE OF LABOUR LAWS**

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
  - 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 Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
  - 3.4 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
  - 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, 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 Employees 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 labor laws or for compensation under the Employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 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 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 checkup 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 labor laws of Government and other statutory laws as applicable.
5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
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', All Labor Laws Act in respect of employees engaged by him for the work and shall have to

maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.

8. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
9. 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. Payment should be deposited in Workers saving bank account on or before 7<sup>th</sup> of the month.
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'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.
4. 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.
5. 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.
6. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
7. 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', Payment of Bonus Act, Labor Law Act, maternity benefit act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

#### **12. ACCIDENT TO WORKMEN**

Contractor shall be fully responsible for injury or death of any of your or third-party workmen due to any act omission / indiscretion on your part while undertaking the work

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

### **13. LIGHTING**

Necessary illumination at works area will be provided by GIPCL.

### **14. NIGHT/SUNDAY/HOLIDAY SHIFT/WORKING HOURS**

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. Normal working hours shall be 08:30 Hr to 17:30 Hr. The contractor shall not be allowing for dismantling and erection work after 17:30 hrs without permission of EIC.

### **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 Deptt. Security Deptt. will inform to Safety Deptt., as & when such tools and tackles brought at the gate for making entry in the maintenance site.

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

### **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 equipments at all times during the work operation.

Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as: -

**Helmet:**

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

**Safety Shoes:**

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

- 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.
- It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
- Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
- 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.
- 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.
- 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 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 & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six months at least and report to be submitted to concerned HOD and safety depts.
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 ampere 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. Major AMC / ARC contractor (Where the man power strength is more than 40 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
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 & D 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	<p>Failure to adhere to HSE guidelines/plans, careless attitude in material handling,</p> <p>Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.</p> <p>Unsafe working practices at height more than 3 meters</p> <p>Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc.</p>	<ul style="list-style-type: none"> <li>• Rs. 500 /- per instant.</li> <li>• After three incidences, Per incidence Rs. 2500/-</li> <li>• Continuous unsafe acts will disqualify the contractor from contract with/further participation in tender of, GIPCL-SLPP.</li> </ul>

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 passes will be cancelled.
---	------------------	---	---

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

### **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.



- o. 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
- p. 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
- q. 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.
- r. 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.
- s. 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.

**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, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.

- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute one full time independent experienced site-in-charge/site supervisor having in-depth knowledge of standard Maintenance practices. He 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 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. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- f. Contractor has to furnish the qualification, certificate, other documents and/or proof of on hand experience, job & site experience of all skilled & semiskilled workmen and supervisors. All the details of supervisor & workmen will be reviewed by EIC and Supervisor & Workmen will be mobilized after clearance of EIC based on work requirement & suitability. Workmen deputed shall be experienced and capable of performing the quality job.
- g. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- h. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license number to the Engineer-in-charge before start the work.
- i. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges, plus applicable GST as per extent GST laws.
- j. Contractor shall mobilize the resources as per requirement and as directed by EIC within the period of twenty-four hours. If the contractor fails to mobilize required resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges, plus applicable GST as per extent GST laws.
- k. 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.
- l. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- m. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety

PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day) and/or termination of contract.

- n. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources as per the requirement and as directed by EIC.
- o. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activity and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that required manpower is deployed for the same.
- p. 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.
- q. The contractor has to submit daily reports showing work carried out with details of available manpower.
- r. 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.
- s. 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.
- t. 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.
- u. All laws, rules, regulations, notifications, etc. stated in this tender document shall be applicable as amended from time to time. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly.
- v. 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, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

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

**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.
- e. Open space for storing PVC fill sheets & PVC fill modules.

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. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- d. 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.
- e. Inspection of work will be done by Engineer in Charge or his authorised 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. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT**

The contractor shall provide off-duty insurance coverage (Medical + Death Benefit) sum of Rs. One Lac (Nagrik Suraksha Policy or Equallent) to all its workmen deployed at GIPCL-SLPP site for the accident taking place any where outside the Company premises or at any place when the workman is not in course of his employment.

## **25. 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.

## **26. 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.

## **27. 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.

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

---

## SECTION-D (SPECIAL CONDITIONS OF CONTRACT)

### 1. DETAIL SCOPE OF WORK

The detail scope of work covers supply, dismantling, transportation, erection & commissioning of new PVC fills and drift eliminators, buyback of dismantled old scrapped fills of 06nos. cells of Unit-1 & Unit -2 cooling tower. Total PVC fills height is 1.2 meter (0.6 meter(H) x 1.2 meter(L) for two layer arrangement). The detail scope of works further clarified as below.

#### (A) Supply & Transportation of PVC Fills & Drift Eliminators.

- Supply, loading, transportation, unloading & gluing of PVC Fills Sheet at site. The quality of gluing should be strong enough to withstand the load/water pressure of nozzles.
- **The PVC fills shall be manufactured using Virgin PVC & should be UV stabilized having following specifications.**

Sr. No.	Description of Characteristics	Unit of measure	Specification
1.	Size of cross flute type PVC fills. (Length X Height)	Millimeter	1200 mm x 600 mm. 2 Layers (total height 1200mm)
2.	Flute height	Millimeter	<b>17 / 19</b>
3.	Longitudinal pitch	Millimeter	50mm
4.	Spiral Angle	Degree	28
5.	MOC		<b>Virgin PVC only.</b>
6.	Surface area of PVC fill per unit volume.	m <sup>2</sup> /m <sup>3</sup>	approx 158m <sup>2</sup> /m <sup>3</sup>
7.	Maximum continuous operating temperature.	Degree Celsius	55
8.	Fill sheet thickness.	Millimeter	Minimum 0.25 mm
9.	Standard followed for material properties.		CTI STD-136
10.	UV & IR stabilization		Required
11.	Colour of PVC Fill sheet		Grey / carbon black
12.	Total Quantity (For 06 nos. Cooling Tower Cells)	Cu. Meter	1981.74

13.	<p>Properties of PVC material to be used:</p> <ul style="list-style-type: none"> <li>- Tensile Strength at yield point should be minimum 5,500 psi (as per ASTM D882).</li> <li>- Flexural Strength should be minimum 10,000 psi (as per ASTM D790).</li> <li>- Flexural Modulus should be minimum 3,50,000 psi (as per ASTM D882/D790).</li> <li>- Drop impact resistance as per ASTM D4226-B should be minimum 1.2 lbs-inch/mil.</li> <li>- Heat distortion temperature at 264 psi should be minimum 160° F (71° C) (as per ASTM D648).</li> <li>- Fire Retardancy test: Self Extinguishing type (As per ASTM D635).</li> <li>- Ultra -violet exposure for 500 hours on the PVC material shall be carried out once as per ASTM-G 155 and Impact resistance test before and after UV exposure shall be conducted as per ASTM D – 4226 Procedure -B. Impact resistance after UV test shall be equal to or more than 90% of the impact resistance -Gardener as specified in CTISTD 136 (2010).</li> <li>- Density: 1.30-1.60 gms/cc (as per ASTM D792).</li> <li>- Flute size, Thickness and other dimensions shall be witness during visual inspection.</li> <li>- Supplier test certificates of raw material to be submitted/verified at the time of visual inspection.</li> </ul>
-----	---

➤ **Supply of PVC Drift eliminators having following specification:**

Sr. No.	Description of Characteristics	UoM	Specification
1.	Drift Eliminator Type		DrifEL146 – Double layer type or Equivalent double layer type as per attached drawing in section-G.
2.	Material		Virgin PVC only.
3.	Maximum continuous operating temperature	Degree Celsius	55
4.	Color		Grey.
5.	UV & IR stabilization		Required.
6.	Eliminator Length	MM	As per site requirement.
7.	Outside dimension	MM	146 (+/- 4 mm)
8.	Wall Thickness	MM	Minimum 0.5 mm.
9.	Spacer dimension and size		As per attached drawing. Minimum 02 Spacer per drift eliminator block.
10.	Total Quantity (For 06 nos. Cooling Tower Cell)	Square Meter	1458.00



11.	<p>Properties of PVC material to be used:</p> <ul style="list-style-type: none"> <li>- Tensile Strength should be minimum 5,500 psi (as per ASTM D882).</li> <li>- Flexural Strength should be minimum 10,000 psi (as per ASTM D790).</li> <li>- Flexural Modulus should be minimum 3,50,000 psi (as per ASTM D882/D790)</li> <li>- Drop impact resistance as per ASTM D4226-B should be minimum 1.2 lbs-inch/mil.</li> <li>- Heat deflection temperature at 264 psi should be minimum 160° F (71°C) (as per ASTM D648).</li> <li>- Fire Retardancy test: Self Extinguishing type (As per ASTM D635).</li> <li>- Density: 1.30-1.60 gms/cc (as per ASTM D792).</li> <li>- Length, Width, Thickness, colour and other dimensions shall be witness during visual inspection.</li> <li>- Supplier test certificates of raw material to be submitted/verified at the time of visual inspection.</li> </ul>
-----	--

- a. Final acceptance of the material after inspection at GIPCL site in blocks/module forms only.
- b. Technical data sheet & drawing/photo image for PVC fills and PVC Drift eliminator is attached for reference in section-G.
- c. PVC fill modules should be folded from both top & bottom ends. The fill modules should provide with double edge folding to provide load bearing strength to the fill modules. However, the folded edges should be restricted to 20mm or lesser in order to avoid unnecessary dead load.
- d. Party to supply PVC fills modules in the form of 100% honeycomb pattern blocks of 25 to 28 nos fill sheets gluing with each other. Party to take extreme care for honeycomb pattern formation. Blocks without proper honeycomb pattern shall be rejected. Party may supply in either module form from factory or assembled the fills modules (blocks) at SLPP site. For preparation of fills (Gluing of fills sheet) blocks/modules GIPCL-SLPP will provide work space in mechanical workshop.
- e. Party to supply drift eliminators in the block form as per attached drawing in section -G. Each block contains seven nos. drift eliminator blades and two or three nos. spacers.
- f. The quantity mentioned under BOQ is as per available data sheet only. If any additional PVC fills required as per site requirement shall be under bidder's scope.
- g. Supplied PVC fills and Drift Eliminators shall be inward through M&C Department.
- h. **Material inspection shall be carried out by GIPCL prior to dispatch of material. Party to give minimum 10 days advance notice. Party shall submit Test Certificates (i.e. Tests certificates for Tensile Strength, Flexural Strength, Flexural Modulus, Heat distortion temperature, Fire Retardancy test, UV & Drop impact resistance Tests, Density test, etc.) from CIPET (Institute of Plastic Technology), Chennai or NABL approved Lab.**

**(B) Dismantling & Erection of new PVC Fill block & Drift Eliminators.**

- a. Scope includes shifting/transporting of PVC Fills blocks/modules after gluing from workshop to cooling tower cells.
- b. Party shall provide proper scaffolding up to fills height/level for removal of existing PVC fills blocks & erection of new fills blocks.

- c. **After dismantling of PVC fill blocks, party has to assess the condition of bottom supporting beam & its tie rods. If required, same has to be replaced first before erection of new PVC fills as per instruction of EIC. Material required for same (i. e bottom beam & tie rods) shall be provided by GIPCL.**
- d. The job has to be done in running of the tower, hence proper platform has to be erected over the cold basin of the cell & complete covering both sides to ensure that no debris/loose sheets arising out of the job go to into the cold washer basin.
- e. Remove the existing fills packs carefully so that other cell internals not get damaged.
- f. Erection of new PVC Fills modules (block) shall be carried out in two layers each of 600mm height. The PVC fills modules should be packed firm & tightly. Loose PVC Fills modules packing shall not be allowed.
- g. The old PVC fills blocks shall be stack properly & transport to designated place immediately after dismantling from cooling tower as per instruction of EIC. Designated place shall be in 3 to 6 km radius from cooling tower area. Required transportation shall be in BIDDER scope. After shifting of entire quantity of old scrap PVC fills blocks from cell area, permission for new fills blocks erection in cooling tower shall be given.
- h. Party shall take utmost care while dismantling the existing PVC Fills blocks that it should not fall into basin. The cooling tower basin shall be covered by suitable means (i.e. Sheets, planks, etc..) so that debris & dust particles not fall into basin.
- i. Removal of nozzle, branch pipes, etc...required for fills replacement work, will be under scope of the bidder.
- j. Shifting/transporting of new PVC Drift Eliminators in block form to cooling tower cells. One drift eliminator block contains seven blades and two spacers for the length of drift eliminators up to 1.2 meter and three spacers for the length of drift eliminators more than 1.2 meter.
- k. Dismantling of existing installed ACB type drift eliminators from cooling tower cell.
- l. Erection of new PVC drift Eliminators in cooling tower cell as per required length.
- m. After dismantling of old drift eliminators, shifting of all scrap drift eliminators to designated place as per EIC instruction. Designated place shall be in 3 to 6 km radius from cooling tower area.

### **(C) Buy Back**

- a. 100% Quantity of the old PVC fill blocks shall be stack properly at designated place as per EIC instruction and buy back by the bidder.
- b. For buy back, Loading, unloading required tools tackles, machinery, manpower, transportation shall be under bidder's scope.
- c. After lifting all scrap PVC fills from site under buyback, area cleaning shall be done by Bidder. All loose dust of scrape PVC fill block shall be disposed to designated place as per instruction of EIC.
- d. Disposal of scrap PVC fills should be in accordance with the Government norms.

Quantum of job mentioned against all items in the above tables is as per site measurement only & may vary as per site requirement during execution. However 10% quantity variations shall be allowed with quoted rates & No extra payment shall be made for additional 10% quantity variations. All the miscellaneous activities pertaining to above works to be executed for satisfactory performance is in the scope of contractor in his quoted rates. The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.

**2. DELIVERY PERIOD FOR SUPPLY PART:**

Supply of the PVC Fills and Drift Eliminators for maximum two (02) cooling tower cells shall be done within 6 weeks from the date of LOI or WorkOrder. Balance material shall be supplied in phased manner on sequential basis. Schedule of sequential supply of balance material shall be as per instruction of Engineer Incharge as per site requirement.

**3. COMPLETION SCHEDULE FOR REPLACEMENT WORK :**

**The time period for completion of entire work in each cell (PVC fills & drift eliminator replacement, nozzle replacement , header flushing, tie rod replacement, Fills supporting beam replacement, cooling tower internal cleaning etc..) should be maximum 18 days per cell after getting permit to work.**

**4. PENALTY**

- a. In the event of delay in completion of PVC fills & Drift Eliminators replacement work, penalty of Rs. 10,000.00 per day delayed shall be imposed.
- b. Delay which is not attributed to contractor, shall not attract penalty.
- c. Maximum penalty shall be limited to 10% of total contract value.

The aforesaid amounts of penalty and damages shall be recoverable from the monthly bills of the Contractor or from the SD. If the amount of damages recoverable from the Contractor exceeds the bills and SD amount, then the Contractor shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Contractor for the same.

**5. SCOPE OF CONTRACTOR**

- a. All tools & tackles, labour, equipments, scaffolding, halogen lights, vehicles, tractors, hydra etc... to execute the contract are in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
- b. All consumable items like cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
- c. If any temporally shed required for PVC fills gluing, shall be under contractor scope.
- d. All safety/PPEs required during work at site are to be arranged by the contractor.
- e. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
- f. The contractor has to arrange JCB/Hydra, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.
- g. Contractor has to depute their full time experienced overall site-in-charge for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge for day to day job record, statutory & legal compliance records, etc.

**6. DEFECT LIABILITY PERIOD**

The defect liability period shall be **twelve months** from commissioning of Cooling Towers after entire PVC Fills and Drift eliminators replacement work in 06nos. cells in Unit-1 & Unit-2 Cooling Tower. All defects arising during defect liability period must be rectified by the successful bidder free of cost.

#### **7. MOBILIZATION PERIOD**

Party shall mobilize all resources, tools & tackles to site within **one month** after intimation given by GIPCL via mail. The planning schedule for PVC fills & Drift Eliminators replacement work shall be intimated one-month advance.

#### **8. 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.

#### **9. 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.

#### **10. PRICE & RATES**

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's

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

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

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

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

The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

Contractor shall at his expense comply with all labour and industrial laws and such other acts and statues as may be applicable to the 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.

## **11. TERMS OF PAYMENT**

### **A. Conditions of Payment (Supply Part):**

GIPCL shall pay 80% amount of supply part on pro rata basis on receipt of PVC fills & Drift Eliminators material required for each cooling tower cell in form of modules/blocks as certified by GIPCL Engineer In charge (E-I-C) and raise the invoices/bills in duplicate. Supply of PVC fills and Drift Eliminators material shall be as per mutually agreed schedule on sequential basis only. Balance 20% shall be released after successful erection, testing & commissioning of cooling tower cells after due certification by the concerned GIPCL engineer in-charge.

The contractor shall raise invoice/bill only after supply and receipt of material at site for complete sets of material required for 01 cooling tower cell.

On receipt of the invoice complete in all respects and with all the said documents, the above said 80% 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."

### **B. Conditions of Payment (Service/Erection Part):**

GIPCL shall pay 100 % amount of erection part on pro rata basis after completion of complete cell erection as certified by GIPCL Engineer In charge (E-I-C) by the contractor and raise the invoices/bills in duplicate.

The contractor shall raise invoice/bill only after completion of erection of PVC Fills and Drift Eliminators for 01 cooling tower cell.

On receipt of the invoice complete in all respects and with all the said documents, the above said 100% payment in respect of the same shall be made within 30 days of such receipt of a complete invoice as per the following terms of payment

The payments stated at sub. pts. A & B above shall be made as per the following terms.

- (i) Bill along with taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) GST shall be paid along with bills after fulfillment of following terms.
  - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
  - (b) Citing GIPCL GST no. (I.e. 24AAACG7277Q1Z0) along with Bidder GST registration no. and the date of issue of registration certificate on invoices.
  - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
  - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
  - (e) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iii) While making running account payment, the following deductions may be made by GIPCL, if applicable:
  - 1. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
  - 2. Security deposit recoverable if any.
  - 3. Advance on materials / work progress advance payments, if any.
  - 4. LD / Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
  - 5. Any other dues recoverable by GIPCL from the contractor under the contract.

### **C. Validity and Uniformity of Rates**

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for labor, machinery, overhead expenses etc. There shall not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates). No price escalation / idle charges shall due to any reason whatsoever.

## **12. 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 along with joint record of work done in the form of joint inspection report duly signed by authorized representative of contractor and GIPCL Engineer.

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

### **13. MOBILIZATION AND EXECUTION**

- a) Contractor shall mobilize the resources at site within one month from the time the intimation given by GIPCL.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) Contractor has to furnish the qualification, certificate, other documents and/or proof of on hand experience, job & site experience of all skilled & semiskilled workmen and supervisors. All the details of supervisor & workmen will be reviewed by EIC and Supervisor & Workmen will be mobilized after clearance of EIC based on work requirement & suitability. Workmen deputed shall be experienced and capable of performing the quality job.
- d) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- e) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

### **14. QUANTITY OF WORK**

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

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

### **15. 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.

#### **16. OTHER GENERAL CONDITIONS OF CONTRACT**

1. Provision of scaffolding along with scaffolding material for dismantling and erection work will be in the scope of the contractor for safety & completion of specified job. The scaffolding shall be with pipe and clamps, metallic jallies. No separate rate shall be provided for such scaffolding work.
2. If any equipment or part are found damaged due to negligent / faulty maintenance the equipment cost of such damages shall be recovered from the contractor's monthly bill/retention money/security deposit.
3. The contractor has to shift spares in required quantity duly approved by GIPCL engineer whenever necessary from GIPCL store / warehouse to site or site store as per the instruction of engineer in charge. Contractor has to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor is responsible for safe transportation, handling and storage. In case of any work requirement (normal / emergency) arising during Sunday / holidays & night hours the contractor should be in a position to mobilize the manpower immediately within minimum time as per the instruction of EIC. Unavailability of manpower as well as resources will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.
4. All new replacements either spare parts or any other shall be inspected and approved by GIPCL engineer in charge before its actual use in work. It is the supervisor responsibility to ensure this without failure.
5. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost.
6. Immediately after completion of maintenance job, work area has to be cleaned by removing all the tools, scrap, cotton waste, etc, All the scrap/waste generated should be disposed off to the scrap yard or any other designated place as instructed by Engineer in Charge.
7. The contractor has to complete the work as per the planning schedule and their respective supervisor has to interact with Engineer In-Charge for PTW (Permit to work), work instruction, Return of permit and successful trial run.
8. Permission of leave of site in charge and supervisors is to be taken from E-I/C well in advance. Additional Workmen deputed at site for shutdown / emergency work shall not leave the site without permission of EIC.
9. Power Industry runs round the clock for 365 days. In case of emergency during odd hours or on P.H. or Weekly off, party shall arrange the manpower within one hour after intimation. Loss of generation in case of delay in arranging the manpower will be viewed very seriously and penalty as decided by competent authority will be imposed and same shall remain binding to the contractor.
10. 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. Bidder to 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. Provide us 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.

11. GIPCL is an ISO 9001-2015, ISO 14001-2015, ISO 45001:2018 and ISO 50001:2018 certified company, and GIPCL gives extremely importance to maintain these global standards. Contractor has to follow these standards while working with GIPCL. Contractor should make awareness among their entire workman about these standards & maintain all records with utmost care.

-----

**SECTION-E (SCHEDULE OF QUANTITIES & RATES)**

<b>GUJARAT INDUSTRIES POWER COMPANY LIMITED.</b>					
<b>SURAT LIGNITE POWER PLANT.</b>					
Sr. No.	Name of Activity	Qty.	UoM	Quoted Unit Rate (Rs.)	Total Quoted Amount (Rs.)
1	Supply of Cross flute type PVC Fills Blocks for Top & Bottom Layer of Unit- 1 & Unit - 2 Cooling Tower for 06 nos. CT cells.	1981.74	Cu. Meter	(To be filled Online)	
2	Supply of PVC Drift Eliminators for Unit-1 & Unit- 2 Cooling Tower. (Type: DriftEl 146 or Equivalent) For 06 nos. CT cells.	1458.00	Square Meter	(To be filled Online)	
3	Total for Sr. Nos. (01 + 02) in Rs.				
4	GST on Supply (On Sr. No. 03) @ _____ in Percentage.				(To be filled Online)
5	GST on Supply (On Sr. No. 03) @ _____ in Rs.				
6	<b>Sub Total for Sr. Nos. (03 + 05) in Rs.</b>				
7	Service Charge for Removal of Existing Fills and Erection, commissioning of new PVC Fills in 06 nos. cells of Unit-1 & Unit-2 Cooling Tower.	1981.74	Cu. Meter	(To be filled Online)	
8	Service Charge for Removal of existing Drift Eliminators and Erection, commissioning of new PVC Drift Eliminators in 06 nos. cells of Unit-1 & Unit-2 Cooling Tower.	1458.00	Square Meter	(To be filled Online)	
9	Total for Sr. Nos. (07 + 08) in Rs.				
10	GST on Service Charge (On Sr. No.: 09) @ _____ in Percentage				(To be filled Online)
11	GST on Service Charge (On Sr. No.: 09) @ _____ in Rs.				
12	<b>Sub Total for Sr. Nos. (09 + 11) in Rs.</b>				
13	Buyback of old scrapped PVC Fills of 06 nos. cell of Unit-1 & Unit-2 Cooling Tower including Loading, Transportation & Disposal.	1981.74	Cu. Meter	(To be filled Online)	
14	Applicable GST in Rs. (On Sr. No.: 13) @ 18 Percentage				
15	Tax collection at source @ 01 Percentage on Sr. Nos. (13 + 14) in Rs.				
16	<b>Sub Total for Sr. Nos. (13 + 14 + 15) in Rs.</b>				
17	Grand Total for Supply & Service with buyback for Sr. Nos. (06 + 12 - 16) in Rs.				

**Tender for Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in PHASE-I, Cooling Tower alongwith buyback of scrapped PVC Fills.**

**BID No.: SLPP/MECH/BOP/PH-1, UNIT-1 & 2 CT PVC FILLS/2024-25**

i.	Note: -
ii.	The rates shall include all labour cost, equipments, supervision, consumables, tools, tackles.
iii.	GST shall be paid at actual as per prevailing rate.
iv.	Prices shall be quoted through online through (n)Procure website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> only. Hard copy of price bid shall not be considered / accepted.
v.	Evaluation of tender will be done on gross total quoted amount with GST.

<b>NAME OF TENDERER</b>	
<b>SEAL &amp; SIGNATURE OF TENDERER</b>	
<b>NAME OF AUTHORISED PERSON</b>	
<b>ADDRESS</b>	
<b>PHONE NO.</b>	<b>FAX No.</b>
<b>MOBILE NO.</b>	<b>Email ID</b>

## SECTION-F (LIST OF ANNEXURES & FORMS)

### 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. .... (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./ work order No.....date .....and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for....% (.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”
2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.------(Rs .....only)
3. We undertake to pay to the Company any money so demanded notwithstanding 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. 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 contractor & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. We .....Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date \_\_\_\_\_

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

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

**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. We .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully

**Tender for Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in PHASE-I, Cooling Tower alongwith buyback of scrapped PVC Fills.**

**BID No.: SLPP/MECH/BOP/PH-1, UNIT-1 & 2 CT PVC FILLS/2024-25**

and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date \_\_\_\_\_

.....

Corporate Seal of the Bank  
By its constitutional  
Attorney

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

**ANNEXURE-D**

**PERFORMA CERTIFICATE**

(No claim, No arbitration)

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

Dear Sir,

**Subject:** \_\_\_\_\_

**Ref:** \_\_\_\_\_

Work Order No.: \_\_\_\_\_ Dated \_\_\_\_\_

We hereby confirm with free consent as under: -

1. The measurements certified in final bill is full and final. We accept all the certified measurements and no claim related to the measurement is left.
2. The payment certified in that or above referred Lol / contract is full and final. We accept this, and no claim related to payment is left.
3. The rates of the Lol / contract and its amendments are firm till completion of contract and extension period. We shall not claim any escalation against these rates.
4. Along with the contract referred, the ARBITRATION CLAUSE also perishes i.e. we will not resort to arbitration.
5. No extra items are left to be settled.
6. We do not have any claims against any item related to the Lol than those items certified in the bills.
7. We are accepting the recoveries or hold amount from our bills, if any, made by GIPCL against 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.



Tender for Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in PHASE-I, Cooling Tower alongwith buyback of scrapped PVC Fills.

BID No.: SLPP/MECH/BOP/PH-1, UNIT-1 & 2 CT PVC FILLS/2024-25

**Form-A**

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

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

**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

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

**ANNEXURE- J**

**SCHEDULE OF DEVIATION FROM GENERAL SPECIFICATION**

All deviation from the General condition and Technical specification shall be filled by the BIDDER clause in this schedule.

SECTION	CLAUSE NO.	AS PER TENDER DOCUMENT	DEVIATION

The BIDDER here by certifies that the above-mentioned points are the only deviations from the Owner's General condition 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 the specific requirements laid out in the Owner's General specifications, then the latter shall govern and will be binding on the BIDDER for the quoted price.

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

**ANNEXURE- M**

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

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

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

Further, I \_\_\_\_\_ Name of Party/Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the  
Authorized Signatory Of the Bidder

**ANNEXURE- N**

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

**Declaration for Contractual Disputes/ Litigations**

I \_\_\_\_\_ on behalf of \_\_\_\_\_ Name of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s \_\_\_\_\_ Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, including GIPCL for the last Five (05) years.

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

Signed and Stamped by the  
Authorized Signatory of the Bidder

**ANNEXURE-H**  
**PARTICULARS OF THE BIDDER**

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

COMPANY SEAL

SIGNATURE.....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

**ETHICS PACT**  
**GUJARAT INDUSTRIES POWER COMPANY LIMITED**

Reference PO Number

Date:

Integrity Pact No.:

Contract Period

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

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

Seal & signature

Seal & Signature

**(GIPCL's Authorized Signatory)**

**(Party's Authorized Signatory)**

**Name:**

**Name:**

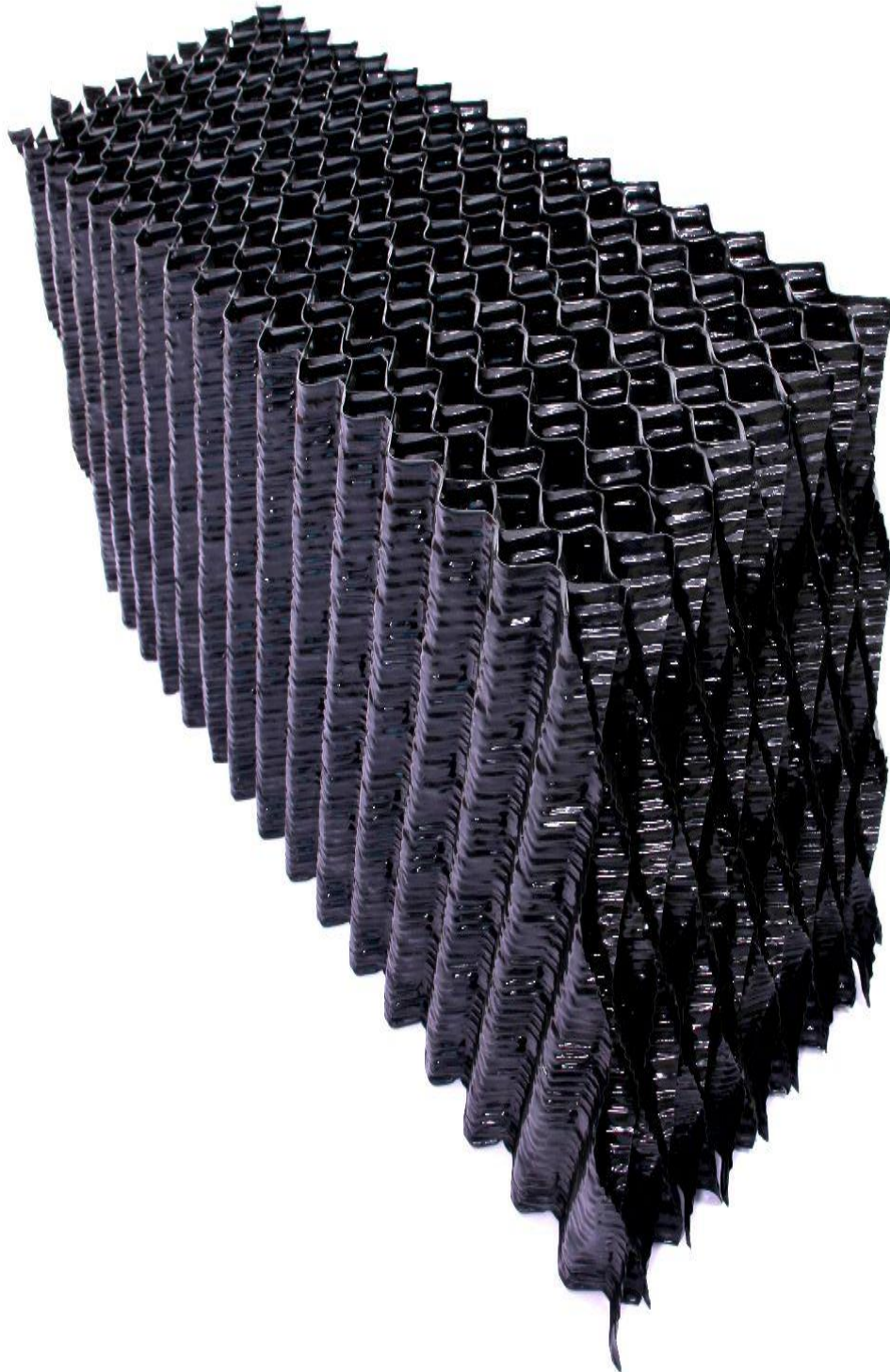
**Designation:**

**Designation**

## SECTION-G

### DRAWING/IMAGE OF PVC FILLS AND DRIFT ELIMINATORS

- (1) Image of PVC Fills block ( Sheet Size:1200 mm Length x 600 mm width)



- (2) Image/Drawing of PVC Drift Eliminators

Tender for Replacement of PVC Fills & Drift Eliminators for 06 nos. cells in PHASE-I, Cooling Tower alongwith buyback of scrapped PVC Fills.

BID No.: SLPP/MECH/BOP/PH-1, UNIT-1 & 2 CT PVC FILLS/2024-25

