

GUJARAT INDUSTRIES POWER COMPANY LIMITED P.O.PETROCHEMICLA-391346, DIST: BARODA

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252 E-Mail: purchase @gipcl.com

Tender No: Tender No. GIPCL/MM/GT#2 MI/2020/

Tender Date: 20.02.2020

Tender Due date: 11.03.2020

TENDER FOR DEPUTATION OF SKILLED & SEMI SKILLED MANPOWER FOR EXECUTION OF MAJOR INSPECTION OF FRAME-6 GAS TURBINE (GE MAKE, PG 6541B), UNIT#2 AT GIPCL-BARODA.

INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

INDEX

Tender Date: 20.02.2020

Sr. No.	<u>PARTICULARS</u>	PAGE NO.	
		From	То
(1)	NOTICE INVITING TENDER (NIT)	3	3
(2)	SECTION – A (Instructions to Bidders for online tendering)	4	5
(3)	SECTION-B (Eligibility Criteria for Bidders)	6	8
(4)	SECTION - C (Scope of work and special conditions of contract)	9	22
(5)	ANNEXURE- A (Scope of work for Major Inspection of gas turbine)	23	24
(6)	ANNEXURE- B (Scope of work for Load Gear Box)	25	25
(7)	ANNEXURE- C (Scope of work for Gear box)	26	26
(8)	ANNEXURE- D (Scope of work for Generator)	27	28
(9)	SECTION – D (General Conditions of Contract)	29	38
(10)	SECTION – E (Basis of Quotation / Price bid)	39	39
(11)	SECTION - F (Annexure, Forms, Format of Security bank guarantee, EMD, deviation sheet etc & other documents.)	40	52

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.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

NOTICE INVITING TENDER (NIT)

Tender Date: 20.02.2020

Name of work	Tender for deputation of skilled & semi skilled manpower for execution of major inspection of Frame-6 Gas Turbine (GE Make, PG6541B), unit#2 at GIPCL-BARODA.		
Place of work	Gujarat Industries Power Company Limited. P.O. Petrochemical, Dist: Baroda 391346		
Quantity	The successful Bidder will be awarded this contract involving total quantities of job as mentioned in tender.		
Completion period of repair Job	Within 25 days from the date of commencement of shutdown.		
EMD	Rupees 50,000/- (Rupees Fifty Thousand only) by way of Demand Draft In favour of GIPCL payable at Baroda OR Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.		
Security cum performance bank guarantee	10% of the contract value valid till guarantee period.		
Availability of online e-Tender document	On website: https://www.nprocure.com		
Last date of online submission of offer	11.03.2020 up to 17:30 PM hrs. on website: https://www.nprocure.com		

NOTES:

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

Addl. General Manager (M&C)

Gujarat Industries Power Company Limited

P.O.Petrochemical - 391346,

Dist: Baroda (Gujarat)

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159,

Extn: 4252, E-Mail: purchase@gipcl.com

PLEASE NOTE THAT PHYSICAL COPY OF ALL THE REQUIRED DOCUMETS SHOULD REACH TO GIPCL LATEST BY 14.00 PM ON DUE DATE OF TENDER.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

SECTION-A

Tender Date: 20.02.2020

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- 1. Tender documents are available only in electronic format. Bidders can download from the web site https://www.nprocure.com
- 2. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at following address

[1] E.M.D. cover [2] Complete copy of tender documents without price bid duly signed & stamped on each page as a token of acceptance [3] Supporting Documents for Technical Bid / Eligibility Criteria as indicated in tender documents. [4] Deviation sheet, if any. [5] Other relevant documents as per instruction given in tender.

PLEASE NOTE THAT PHYSICAL COPY OF ALL THE DOCUMETS SHOULD REACH TO GIPCL LATEST BY 14.00 PM ON DUE DATE OF TENDER.

Address for submission:

Addl. General Manager (M&C)

M/s. Gujarat Industries Power Company Limited.

P.O.Petrochemical-391346, Dist: Baroda

- Price bid of the tender should be submitted online only thru web site - <u>https://www.nprocure.com</u>, No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail letters will be entertained for the same.
- 4. Bidders who wish to participate first time in online tenders will have to register their firm at n-code agency at least before seven working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for registration.

5. **E- REVERSE AUCTION**:

- (a) GIPCL reserves the right to conduct e-reverse auction through N-procure platform, if required and at the discretion of GIPCL.
- (b) E-Reverse auction shall be conducted amongst (a) the Lowest 50% bidders from the total bids received OR (b) Minimum 3 Lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- (c) The basis of e-reverse auction shall be the lowest price received through initial price bid. The participating bidders in the e-reverse auction shall offer price lower than the price then any the e-reverse auction will be declared as completed.

- (d) E-reverse auction shall be carried out on total value of (item Sr. No. 1 to 3) of price bid and final evaluation after E-reverse auction shall be done on total value of price bid (item Sr. No. 1 to 3).
- (e) Price bid to be filled up thru n-procure web site only. Physical copy of price bid will not be accepted. (Except un-priced copy to be submitted with technical bid).

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

SECTION-B

Tender Date: 20.02.2020

ELIGIBILITY CRITERIA FOR BIDDERS

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

TECHNICAL CRITERIA:

- Bidder must be in the field of Gas Turbine Overhauling / servicing for more than 5 years with experience of executing various hot gas Path Inspection and Major Inspection of Gas Turbines.
- 2. Bidder must have carried out at-least 3 Major Inspection of GE make Gas Turbines (Frame-6, Frame-9, Frame 6FA etc.) and at-least two major overhauling of BHEL make Generators of Gas Turbines during the last 3 years preceding the date of this tender. Contractor must have received these Work orders directly from the clients having Gas Turbine based power plants OR OEM of gas turbine. Contractor shall have to submit self attested un-priced copy of Work Order of the same as a proof with Technical Bid. The work executed as a sub-contractor or subletting agency for non-OEM parties shall not be taken into consideration.

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

- Bidder must have minimum 20 permanent employees (in skilled and semi-skilled category)
 on his payroll for the last three years preceding date of this Tender. Bidder shall have to
 submit wage register and PF challan of their employees for last 3 years along with technical
 bid.
- 4. Bidder shall have a pool of Mill-Wright fitters and Riggers having experience of more than 10 years of carrying out hot gas path and major inspection of GE make Gas Turbine and BHEL make Generators. Bidder shall have to submit Bio-data with experience details of senior Mill-Wright fitters and Riggers, who are on its payroll along with bid document as per format given below.

FORMAT FOR BIO-DATA OF EXPERIENCED MILL-WRIGHT FITTER AND RIGGER

1) Category : Mill-Wright Fitter / Rigger / Fitter

2) Name :

3) Age in years :

4) Experience in years :

5) Details of Experience:

Nos. of GE make Frame-6 and Frame-9 Major inspection carried out	
Nos. of GE make Frame-6 and Frame-9 Hot gas path inspection carried out	
Nos. of inspection of Gas Turbines other than GE make carried out	
Nos. of Major overhauling of BHEL make Generator for gas turbine carried out	

- 6) Remarks (If any) :
- 5. Bidder shall have to submit the job completion certificates / customer satisfaction certificate for MI of GE make Gas Turbines and BHEL make Generator obtained from the clients, along with contact details of representative of client. GIPCL may contact such clients to get feedback of bidder. GIPCL reserves right to reject the bid, if feedback from such client is not found satisfactory.
- 6. EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by bank only as per described format here with.
- 7. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 8. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical bid submitted by the Bidder, the tender inviting authority may inform to that bidder only once by E-Mail to submit the missing required documents within stipulated time limit. If Bidder / Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 9. Bidder should have minimum annual turnover of Rs. 40 lacs and average turnover of more than 50 lacs for the last three financial years proceeding to date of tender. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

- 10. The Net worth at the end of last financial year should be positive.
- 11. The Bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copies of the same shall be submitted.
- 12. Bidder has to submit GST number. Copy of the same shall be submitted.
- 13. In case bidder is a joint venture company since last five years, the above requirement / credential of Joint Venture Company / parent companies shall be considered

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD and also provide the requisite details / documents 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 and only their price bid will be opened for further evaluation.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

SECTION-C

Tender Date: 20.02.2020

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

1. PLANT SYNOPSIS:

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Power company located at P.O. Petrochemical-391346, Dist: Baroda with installed capacity of 1009 MW.

GIPCL-Baroda is accessible by road from Baroda railway station and Airport and plant is about 15-18 Kilometers from both the locations.

The Company intends to award work order for deputation of manpower for execution of major inspection of Frame-6 Gas Turbine (GT) (GE Make, PG 6541B), Unit#2 at GIPCL-Baroda plant and is therefore inviting open tenders online (https://www.nprocure.com) from experienced & resourceful vendors.

2. PLANT VISIT:

The Bidder is advised to visit the GIPCL-Baroda Plant after downloading the tender copy from website: https://www.nprocure.com to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself 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. **Bidders may visit GIPCL either on 26.02.2020 OR 27.02.2020.**

The submission of tender by a contractor 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 contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

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

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.

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, importance of work, round the clock working conditions, safety requirements, etc. which may affect the work or

cost thereof, before submission of his Bid. <u>Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation</u>.

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.

3. SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT:

1. SCOPE OF WORK FOR CONTRACTOR:

Deputation of skilled and semi skilled manpower for execution of Major Inspection of Frame-6 Gas Turbine (GT) (GE Make, PG 6541B) Unit: GT#2 as per activities outlined in **Annexure – A, B, C and D.**

2. WORK SCHEDULE AND RELATED CONDITIONS:

- 2.1 The job is tentatively scheduled in April 2020. Exact date of shutdown shall be intimated 1 week in advance.
- 2.2 Contractor shall have to approach to GIPCL at least two days before the date of commencement of the job with all necessary statutory documents like ESI registration, Labour license, Photographs and Aadhar card of manpower etc. and obtain gate passes.
- 2.3 The entire job shall be executed on round the clock working basis. The Contractor shall deploy two separate teams in two shifts of 12 hrs. to carry out the job on round the clock basis. The job shall be continued on Sundays and holidays also.
- 2.4 Contractor shall have to depute senior experienced Mill-right fitters along with Riggers, crane operator and helpers in sufficient numbers for each shift to ensure quality and timely completion of the job.
- 2.5 Contractor shall have to depute only those Senior Mill Wright fitters and riggers who are on its pay roll for more than three years and whose bio-data have been submitted to GIPCL along with technical bid and approved by GIPCL.
- 2.6 Completion of Work shall be within 25 days from the date of commencement of shutdown.
- 2.7 Contractor shall arrange for required tools, tackles, chain pulley blocks, D-shackles, Eye Bolts, slings, special slings, jacks, reamers, tap sets, drill (for dowelling), dial indicators with stand, Hand drilling machine, Hand Grinders, Oxy-acetylene torch etc. for execution of the job. (All Chain pulley blocks, D-shackles, Eye bolts, slings etc. must be tested and Form-10 must be produced to M/s GIPCL before using them during HGPI.)
- 2.8 All consumables such as DP test kit, cotton waste, cotton cloth, wire brushes shall be arranged by Contractor.
- 2.9 Contractor shall have to work under supervision of Technical Advisor appointed by GIPCL. The entire job shall be executed strictly as per instruction of Technical Advisor and GIPCL Engineer In-charge.

- 2.10 Broad scope of work shall be as per Annexure A, B, C and D. However, scope of works shall also include any other necessary work, which is related to the inspection and not covered in these Annexures.
- 2.11 The Contractor shall make their own necessary arrangement for the transportation, stay and food requirements for the manpower engaged by them. However GIPCL shall provide subsidized canteen facility for lunch, dinner and breakfast/tea in morning and evening.
- 2.12 Manpower deputed by Contractor shall have to observe all the safely procedures and precautions as per GIPCL norms. They shall use all the required personal protective equipment (PPE) like Safety Helmet, Welding Helmet, Safety Goggles, Hand gloves, Safety shoes, Safety belts etc. while execution of the entire job.
- 2.13 Contractor's manpower shall be in uniform with company logo.
- 2.14 Contractor shall follow all other GIPCL 'General terms and condition'.

3. **GIPCL'S RESPONSIBILITY**:

- 3.1 All spare parts of Gas turbine, Gear Boxes and Generator and consumables such as bolts, nuts, gaskets, steel plates, anti-seize compound, sealing compounds, oxygen and acetylene cylinders etc. shall be arranged by GIPCL.
- 3.2 All kind of workshop facilities (e.g. drilling of shrouds, machining of labyrinth seals etc.), either of its own or of contractor engaged by GIPCL.
- 3.3 Free compressed air, power and water at nearest available single location.
- 3.4 Gas cutting set, welding generator and its consumables shall be arranged by GIPCL. However welder/ gas cutter shall be arranged by contractor.
- 3.5 Subsidized canteen facility.

4. **GUARANTEES**:

The Contractor shall be responsible for the job done, which includes satisfactory operation of the machine with all the parameters within acceptable limits at base load up to one year from the date of start up after shutdown.

If any issue arises on account of poor workmanship or 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 contactor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the GIPCL Engineer In-charge. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of 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.

5. TERMS OF PAYMENT:

- 1. 90% payment shall be released within 30 days after satisfactory completion of the job and submission of invoice.
- 2. 10 % shall be released after submission and acceptance of compliance of statutory regulations.
- 3. 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.

6. GENERAL CONDITIONS OF CONTRACT:

General Conditions of Contract 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.

7. OTHER CONDITIONS:

- a. The Bidder shall be responsible for the complete jobs and in case, fail to do so; the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- b. The day to day instruction for the work and any clarification regarding specifications for the various job shall be given by the GIPCL's Authorized Officers & his instructions & clarifications/interpretations shall be final & binding to the Bidder.
- c. The Bidder shall take full liability of the persons engaged by them, however, the GIPCL shall reserves the right to deduct any amount legally justified towards any liability not fulfilled.
- d. The Bidder shall issue Identity cards to all employees engaged by him with the instructions that the same should be produced by them on demand and shall at all times keep the Identity card while on duty.

8. INSPECTION:

- (a) The day to day inspection for the work shall be done by the GIPCL's Authorized Officer at site.
- (b) The Bidder's representative will visit to the GIPCL's premises everyday to check the performance / progress of the work.

NOTE:

- (A) The bid submitted by the bidder not covering the total scope of work as detailed out in the tender document shall be liable for rejection.
- (B) Quantum of job mentioned against each item in the tender are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the tender are approximate quantities and they may vary as per job requirements.
- (C) All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

9. **GENERAL INSTRUCTIONS:**

- a. 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.
- b. 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.
- c. The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, 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.
- c. 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.
- d. 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.
- e. 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.
- f. The tender documents shall not be transferable.
- g. 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.
- h. Conditional offers shall not be considered and liable to be rejected.
- i. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.

- j. 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.
- k. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- I. 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.
- m. If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- n. The Company reserves the right to qualify/disqualify any bidder without assigning any reason.
- 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.

10. DISCIPLINE & SAFETY CLAUSE:

- (a) The bidder to ensure that personnel deployed observed discipline and rules / norms and all safety and security rules of GIPCL which are at present in force and which may come in to force during the tendency of the contract. Any Violation of any rules and regulations will entail immediate termination of the contract.
- (b) The bidder's employee shall not damage property of the GIPCL. In case of default the damages as assessed by the Authorized officer of the GIPCL, whose assessment shall be final and binding to the bidder, shall be recovered from the bidder.
- (c) The employee, agent or sub-agent or sub-agent of the bidder 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.
- (d) The bidder shall not sub-let the contract to any other party without written permission of the GIPCL.

11. PAYMENT OF WAGES:

- (a) The Bidder shall not pay wages and other legal dues less than the prevailing Minimum wages as per Minimum Wages Act-1948 & amendment thereof & other applicable statutory allowance/benefits.
- (b) The Bidder shall be responsible to make payment of wages & all allowances Including bonus, P. F., Workman compensation, Leave & such other obligation as may be required as per the laws of the land, the wages should be paid on or before 7th of every month in the presence of GIPCL's representative.

- (c) The Bidder shall comply with all applicable statutory provisions under various laws such as the Minimum wages Act, The payment of wages Act, the P.F. and Miscellaneous Provisions Act, The Bonus Act, Gratuity Act etc. The Bidder shall also obtain necessary license, registrations as required under the laws of land.
- (d) The GIPCL shall be entitled to recover full amount from Bidder on account of non-compliance of any statutory provision or breach of any terms of contract.

12. LEGAL LIABILITIES & INSURANCE:

- (a) The bidder shall take suitable accident coverage insurance to cover the workman compensation / ESI act and liability of all the persons deployed by him to carry out the assigned job of security, vigilance and fire and he shall pay compensation, whatsoever for the persons so deployed at the site of the GIPCL. He shall take policy from any insurance company situated within Vadodara jurisdiction.
- (b) The GIPCL shall not be liable for any compensation payable by law or award / court order in respect of any demand raised by employees or compensation for any accident or injury to his workman. In case liability arises, the same shall be recovered from the payment due to the bidder.
- (c) In case any liabilities arising out of this contract to the GIPCL due to the default on the part of the bidder in carrying out various functions, the same will be deducted while refunding the security deposit.

13. MOBILIZATION AND EXECUTION:

- a) Contractor shall mobilize the resources at site within 02 days from the time the intimation given by GIPCL.
- b) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

14. QUANTITY OF WORK:

Quantity of each item given in the tender is approximate and which 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. GIPCL reserves the right for reduction in the quantity of as per their requirement.

15. **ARBITRATION**:

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of the contract for the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be informed by the affected party to the other party within three days of occurrence of such dispute / difference.

The parties shall make all possible attempts to resolve the difference / dispute in amicable manner through authorized representatives within thirty days of such intimation. In case the difference / dispute is not resolved by representative of both the parties, then the difference / dispute shall be referred to a committee of the top management of both the parties, who shall make all possible attempts to resolve the dispute / difference within thirty days of such reference. In case the difference / dispute is not resolved / settled amicably within the time specified as above or within such

extended time period, mutually agreed by the parties then the difference / dispute shall be referred to the sole arbitrator to be suggested by GIPCL. Arbitration proceeding shall be conducted as per the provision of the Arbitration act 1996 or any statutory modifications thereto or re-enactment thereof in force from time to time. The venue of such arbitration shall be at Vadodara city, Gujarat state. The language of arbitration proceeding shall be in English only. The arbitration shall be done by the sole arbitrator and the award of the Arbitrator shall be binding on the parties.

16. **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. Neither party shall be entitled to claim damage / losses / expenses / costs etc. from the other party for non performance of work during such force majeure period / condition.

17. **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.

18. 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.

19. SUBMISSION OF BIDS:

A: MODE OF SUBMISSION

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

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

(a) PRE QUALIFICATION AND TECHNO-COMMERCIAL BID WITHOUT PRICE:

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

- 1. Qualification and experience of bidder.
- 2. Schedule of deviation as per attached deviation sheet, technical as well as commercial, if any.
- 3. Qualification & experience of Supervisors / man powers.

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

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

(b) PRICE BID:

- 1. Price Bid shall be submitted only in soft form through the web portal of n-procure at https://www.nprocure.com
- 2. GST tax shall be paid extra at actual by GIPCL as per prevailing rates as declared by Central Government on submission of documentary evidence.

B: METHOD OF TENDERING/SIGNATURE ON BIDS:

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

20. MODIFICATION AND WITHDRAWAL OF BIDS:

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

21. 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.
- 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.
- c. The officer in charge, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

22. EFFECT AND VALIDITY OF THE BID:

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

23. OPENING OF BIDS:

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

b. PRELIMINARY EXAMINATION:

- aa. 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.
- bb. 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.

24. **EVALUATION & COMPARISON OF BIDS:**

- a. Evaluation of the bids shall be done on the basis of total cost to GIPCL i.e. Cost of Services.
- 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

25. RIGHT OF REJECTION OF TENDERS:

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

d. GIPCL reserves the right to reject any or all tenders without assigning any reason whatsoever and it will not be an obligation for GIPCL to award the work only to the lowest bidder.

26. AWARD OF CONTRACT:

- a. GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- b. The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

27. ASSIGNMENT AND SUB-LETTING:

The contractor shall agree and undertake unequivocally not directly or indirectly assign or sub-let in full or any part of the contract to any other party / agency / contractor. Doing the same shall be considered as breach of the contract and GIPCL reserves the right to take necessary actions under the contract and all applicable laws against the contractor. In case it is found that contractor has assigned or sub-let the contract or part of it to the other party, GIPCL will stop contractor's work immediately and contractor will not be allowed to work further. In such case security deposit of contractor will also be forfeited by GIPCL.

28. CONTRACTOR'S OBLIGATIONS:

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER:

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen with proper identification to enter the plant premises.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen 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.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor 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.

- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL office in charge 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 GIPCL-Baroda site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) During working in high risk area like hot lines of steam/ water/ oil 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.

29. CLARIFICATION OF BIDDING DOCUMENTS:

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

30. TIME SCHEDULE:

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

31. <u>UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND</u> 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 or during Pre-Bid meeting. All such interpretations and clarifications shall form a part of the Bid documents.

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

- a. The rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, scope of work etc.
- b. The quantities given in the tender are estimated and payment will be made as per actual work carried out as per the rates of work order.

33. QUANTITIES:

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by officer 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 tender 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 officer 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.

34. ETHICS PACT:

The bidder is required to sign Ethics pact prior to starting the job / work as per the copy attached at Section-F.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

ANNEXURE- A

Tender Date: 20.02.2020

SCOPE OF WORK: MAJOR INSPECTION OF GE FR-6 GAS TURBINE (MS 6001B),

EQUIPMENT: UNIT # 2 OF GIPCL,

BROAD SCOPE OF WORK IS AS UNDER:

- **A.** Removal of ducts, blowers, compartment enclosures, exhaust plenum and piping necessary for removing combustion components, Inlet plenum, Compressor casing, turbine casing, Exhaust casing, Turbine bearings, etc.
- **B.** Removal of combustion system components like fuel nozzle, combustion liners, cans, transition pieces etc.
- **C.** Six Point check for checking initial rotor position.
- **D.** Removal of upper half of Inlet plenum, Compressor casings, turbine casing, exhaust casing, etc.
- **E.** Removal of Accessory coupling, Load Gear Coupling and Generator-LGB coupling. Checking initial alignment reading between LGB to Generator, LGB to Turbine and AGB to Turbine and AGB to Diesel Engine.
- **F.** Removal of partition wall of Load Coupling Compartment.
- **G.** Record the Compressor, turbine rotor–stator opening clearances.
- **H.** Measurement of Turbine axial floats.
- I. Removal of Turbine rotor.
- **J.** Removal of Stg#1, Stg#2 and Stg#3 buckets from existing rotor.
- K. Inspection of Stg#2 and Stg#3 Buckets.
- L. Removal of existing Compressor Stator Blades and cleaning of stator & slots.
- M. Cleaning and assembly of spare compressor stator blades.
- **N.** Inspection of bearings and seals, checking bedding of bearing with pedestal.
- **O.** Installation of Spare Turbine rotor available with GIPCL. Adoption of new rotor with existing casings with proper centering.
- **P.** Axial float measurement and measurement of compressor rotor stator clearances
- **Q.** Inspection of Bearings and Seals. Measurement of bearing oil clearance, interference, bedding etc. Replacement of bearings, seals with proper fitment, if required.
- **R.** Assembly of Stage# 1, 2, 3 Buckets on rotor.
- **S.** Marking on set of refurbished shroud-1, 2 and 3 for drilling new holes. GIPCL shall arrange for workshop facility and machinist for drilling the holes.
- T. Assembly of shrouds and Nozzles
- **U.** Hydro test of gas fuel hoses.
- **V.** Cleaning of Fuel Nozzles and carry out flow test for calibration of Fuel Nozzle tips after cleaning.
- W.DP test to be carried out on Flow sleeves, Liners, Transition pieces, Cross fire tubes.
- **X.** Carry out necessary checks / inspections on Compressor Blades, Hot Gas Path components, Turbine rotor as per standard procedures. DP test / Zyglo test to be carried out on Hot Gas Path components.
- Y. Replacement of parts which are due for replacement or found defective in inspection.
- **Z.** Collection of material/spares from stores and shifting to work place. Shifting of replaced old material to specified location.

- **AA.** Tentative replacement of spares
 - 1. Stage-1 Nozzle
 - 2. Stage-1 Shroud
 - 3. Stage-1 Bucket
 - 4. Stage-2 Shroud
 - 5. Stage-3 Shroud

(Note: Replacement of other parts as per actual condition observed during inspection.)

- **BB.** Inspect IGV Bushes, thrust washer, rack / pinion etc. of IGV and & replacement, If required.
- **CC.** Re-assembly of all the components mentioned above including Inlet plenum, Compressor casing, combustion components, upper half of turbine casing, piping, duct and compartment enclosures etc. as per standard procedure after taking turbine box up clearances and proper alignment of combustion components.
- **DD.** Install compartment peripheral components and electrical / instrumentation items.
- **EE.** Alignment of Turbine-AGB, AGB-Diesel Engine, LGB Turbine, LGB-Generator, Generator Exciter. Reaming for insertion of dowel at new position.
- **FF.** Removal and Insertion of wheel space thermocouple.
- **GG.** Above scope covers majority activities of Major inspection. However, if any activity other than the mentioned above to be carried out for MI, contractor shall carry out without any additional cost to GIPCL.

Note: If for any reason, Spare turbine rotor cannot be replaced than existing rotor shall be assembled after Cleaning of Compressor Rotor blades in position.

OTHER JOBS TO BE CARRIED OUT DURING MAJOR INSPECTION:

- **A.** Servicing of bleed valves and assembly of bleed valves with new gaskets.
- **B.** Servicing of GCV & SRV.
- **C.** Cleaning of Turbine Leg Coolers.
- **D.** Servicing of power cylinder of IGV and alignment of LVDT of IGV.
- **E.** Inspection of coupling of Auxiliary Oil Pump, Emergency Oil Pump, Auxiliary Hydraulic Pump and Main Hydraulic Pump. Replacement of coupling, if found damaged.
- **F.** Contractor shall assist other contractor for repair of Exhaust Plenum and Exhaust Duct & RLA Study of GT Parts.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

ANNEXURE- B

SCOPE: INSPECTION OF LGB (LOAD GEARBOX) DURING THE MI OF GAS TURBINE UNIT # 2 OF GIPCL.

LGB MAKE: FLENDER GRAFFENSTADEN, MODEL: TRL 61 V.

Tender Date: 20.02.2020

The **Load Gearbox Inspection** work Includes - Disassembly, Inspection, re-assembly of components in accordance with OEM's recommendation. **Contractor shall depute technically competent person for execution of the job to ensure proper quality of the job. S**cope of work includes;

- A) Remove upper half, Load gearbox casing including any piping, tubing, enclosure etc. necessary to remove the upper casing.
- B) Inspect clearance, bedding, physical condition etc. of gearbox bearings.
- C) Obtain contact pattern of gears. Correction of contact pattern if, required.
- D) Inspect run-out, backlash and physical condition of gears.
- E) Measurement of seal clearance.
- F) Replacement of worn-out spares.
- G) Re-assemble all the components.
- H) Perform realignment checks from Load gearbox to turbine and Load gearbox to Generator.
- Check operations of Load gearbox during turbine test run and clear for regular Operations.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

ANNEXURE-C

SCOPE: 1) OVERHAULING OF SPARE FLENDER MAKE AGB (ACCESSORY GEAR BOX)

2) REMOVAL OF BHS VOITH (MODEL: A519) MAKE GEAR BOX FROM THE SKID AND ASSEMBLY OF FLENDER MAKE GEAR BOX ON THE SKID WITH FOLLOWING SCOPE OF WORK DURING THE MI OF GAS TURBINE UNIT # 2 OF GIPCL.

Tender Date: 20.02.2020

1) OVERHAULING OF SPARE FLENDER MAKE AGB:

- A) Removal of upper half casing.
- B) Removal of gear shafts.
- C) Inspect run-out, backlash and physical condition of gears.
- D) Inspection of gearbox bearings, measurement of bearing clearance, float etc.
- E) Measurement of seal clearances.
- F) Replacement of worn-out spares.
- G) Re-assemble all the components.

2) <u>REMOVAL OF EXISTING VOITH MAKE GEAR BOX FROM SKID AND ASSEMBLY OF FLENDER MAKE GEARBOX.</u>

- A) Removal of piping and flange joint.
- B) Removal of existing Voith make gear box from the skid.
- C) Installation and adaption of spare Flender make Gear Box on skid.
- D) Assembly of piping with required modification.
- E) Removal of Jaw Clutch on Torque converter.
- F) Assembly of jaw clutch, hydraulic cylinder and limit switch assembly.
- G) Alignment of AGB with Turbine and Torque converter.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/

ANNEXURE- D

SCOPE: INSPECTION OF BHEL MAKE GENERATOR FOR GT FRAME-6 TYPE:TARI-100-26P.

Inspection of Generator work Includes - Disassembly, Inspection, re-assembly of components in accordance with OEM's recommendation. Contractor shall depute technically competent persons for execution of the job to ensure proper quality of the job. Contractor shall have to work under technical supervision and instruction of technical advisor appointed by GIPCL.

Tender Date: 20.02.2020

SCOPE OF WORK INCLUDES:

A) GAC (GENERATOR ACCESSORY COMPARTMENT):

- Removal / reconnection of exciter roof bus-bar links of Generator and GAC side for removal and re-fixing of exciter roof.
- Removal / Reconnection of 12 nos. of 11 KV cables (1 X 630 mm2 XLPE) in the GAC.
- Removal lifting and re-fixing of Generator Auxiliary Compartment (GAC) to facilitate removal of Exciter and Generator rotor.
- Re-assembly of GAC, re-connection of exciter bus bar and 11KV cables after assembly generator stator, rotor and exciter.

B) GENERATOR STATOR:

- Opening / Re-fixing of outer and inner end covers of both the ends of generator.
- Measurement of Air Gap.
- Thorough cleaning below the Generator skid and cooling air path.

C) GENERATOR ROTOR:

- Threading out of the rotor.
- Cleaning of Fan Blades and checking of looseness of fan blade.
- Removal of fan blade, DP test of Fan Blade.
- Re-assembly of fan Blades.
- DP test of both Retaining rings
- Contactor shall assist for ultrasonic testing of Retaining rings
- Re-insertion of the rotor.

D) Exciter:

- Opening of exciter assembly.
- Measurement of initial run-out, bearing loading and bearing clearance and interference.
- Removal of Exciter Stator Frame.
- Cleaning the stator and armature thoroughly.
- Thorough cleaning of exciter skid.
- Correction of run-out of Exciter Rotor and alignment of Exciter rotor with generator as per protocol.

- Re-assembly of stator frame of exciter. Maintain proper air gap between exciter rotor and stator.
- Centering of bearing housing.
- Matching of bearing with housing and maintaining proper interference. Replacement of bearing if required.
- Assembly of bearing with proper centering and loading.

E) **BEARINGS OF GENERATOR:**

- Dismantling of front and rear bearings.
- Measurement of various bearing clearances and seal clearances.
- Removal of labyrinth fins of all oil catcher/seal and replace with new.
- Replacement of bearing if required.
- Matching of bearing with housing and maintaining proper interference.
- Cleaning and Matching of bearing pedestal with base.
- Reassembly of bearings and seals and maintaining proper clearances as per protocols.
- DP test of Bearing pedestal and bearings.

F) ALIGNMENT AND COUPLING:

- Dismantling of Generator-Load Gearbox coupling.
- · Measuring initial alignment.
- Re-alignment after final assembly as per protocol.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender Date: 20.02.2020

Tender No. GIPCL/MM/GT#2 MI/2020/

SECTION- D

GENERAL CONDITIONS OF CONTRACT

1. VALIDITY OF THE PRICE BID:

Your quoted rates shall remain valid for 180 days for acceptance from the due date of tender.

2. **PRICE BASIS:**

The rates quoted by you shall remain FIRM throughout the contract period and shall not be subjected to any price variation clause whatsoever in nature.

3. **EARNEST MONEY DEPOSIT (EMD):**

- 3.1 An EMD of Rupees Fifty Thousand only (Rs.50,000/-) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Baroda.
- 3.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited. Baroda from any nationalized bank. The format of bank guarantee shall be as per attached specimen only.
- 3.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 3.4 The EMD of the successful bidder will be returned on submission of security deposit as per tender condition.
- 3.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 3.6 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to Addl. General Manager (M&C) GIPCL-Baroda as per details given in tender.
- 3.7 No interest shall be payable on EMD / Security deposit.
- 3.8 The EMD will be forfeited if the BIDDER (I) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

3.9 **SCHEDULE OF EMD**

EMD and other documents dully signed to be submitted in physical form on or before due date of the tender

Address for Submission:

Addl. General Manager (M&C) GUJARAT INDUSTRIES POWER CO. LTD., P.O.Petrochemical-391346,

Dist: Baroda, (Gujarat)

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252

E-Mail: purchase @gipcl.com

4. CONTRACT SECURITY CUM PERFORMANCE BANK GUARANTEE:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount equivalent to 10% (Ten) of the contract value from any nationalized bank 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 cum performance guarantee shall be submitted strictly within seven days from the date of LOI or work order, whichever is earlier. The security cum performance guarantee shall be valid till completion of guarantee period i.e. (01) one year from completion of work. The security deposit amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

The security cum performance guarantee will be returned to the Vendor/Contractor without any interest after completion of guarantee period. However, any delay in submission of security deposit (SD) will result in equivalent late release of entire SD after guarantee period.

In case if any liabilities arising out of this contract to GIPCL due to the default on the part of the bidder in carrying our various obligations / functions, the same will be deducted while refunding the security deposit.

5. 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 GIPCL office-incharge 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 GIPCL office-in charge within the time frame given in work order and as per day to day instructions by GIPCL office-in charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

6. 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.

7. INCOME TAX:

Income Tax shall be deducted from your bills as per IT rules prevailing from time to time. Successful bidder will have to submit the copy of PAN CARD along with invoice.

8. <u>GST</u>:

GST@18% or as applicable will be paid extra by GIPCL.

9. TERMINATION OF CONTRACT BY GIPCL:

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (OHSAS policy of GIPCL) then GIPCL has right to terminate the contract at any time by giving 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 01 week 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. Sub-letting or assignment of contract or part of it to any other party is found.

10. FAILURE & TERMINATION:

- (a) In case, the Bidder fail to give satisfactory service & default on any condition of the contract, then the GIPCL shall terminate the contract at any time, without assigning any reason and will make alternate arrangement at the cost & risk of the Bidder.
- (b) Either party can terminate the contract by giving one-month notice in writing without assigning reasons whatsoever.
- (c) In case of any violation/non compliance of any agreed terms and conditions, shall be liable for appropriate penalty, as per the sole discretion of the GIPCL's Authorized Officer.

You shall be responsible for the complete jobs and in case, fails to do so GIPCL shall recover cost from you, whatsoever incurred to complete the contract obligation.

11. 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 Vadodara city only state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

12. <u>INTERPRETATION OF CLAUSE:</u>

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

13. <u>EMPLOYEE'S COMPENSATION INSURANCE:</u>

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

14. 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.
- 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, Medical 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 GIPCL-Baroda site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL-Baroda Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various 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, Employees Provident Fund Act etc. Under intimation to HR & Admin. 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 GIPCL-Baroda. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the

appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical 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 PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All 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. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
 - The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b. <u>LEGAL ASPECTS:</u>

- 1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
- 2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
- 3. The bidder shall submit a copy of each requisite license and registration / coverage certificate with respect to labour Act 1970, the employee provident fund & miscellaneous provision Act (&A) and workmen compensation act within one week from the date of award of the contract. It will be the responsibility of the bidder to maintain necessary record & register required as per various acts.
- 4. Record of compliance under various labour laws will be verified by GIPCL HR & Admin dept. from time to time. The bidders therefore has to maintain up to date records like (1) Attendance register (2) Wage Register (3) Bonus register (4) Leave wage register (5) PF Challan (6) Form 12 (A) revised (PF Act) (7) Form 3A / 6A (PF Act) (8) Returns under Contract Labour act etc.
- 5. 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.
- 6. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
- 7. 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.
- 8. 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.
- 9. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
- 10. 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.

15. PAYMENT OF WAGES:

- 15.1 The bidder shall not pay wages and other legal dues less than the prevailing minimum wages as per minimum wages Act 1948 & amendment thereof time to time and other applicable statutory allowances / benefits.
- 15.2 The bidder shall be responsible to make payment of wages & allowances, including bonus, P.F., Workman Compensation, Leave & such other obligation as may be required as per the laws of land, the wages should be paid on or before 7th of every month in presence of GIPCL's representative.
- 15.3 The bidder shall comply with all applicable statutory provisions under various laws such as Minimum wages Act, The payment of wages Act, P.F. and Miscellaneous provisions Act, The Bonus Act, Gratuity Act, ESI Act etc. The bidders hall also obtain necessary license, registrations as required under the laws of land.

- 15.4 GIPCL shall be entitled to recover full amount from bidder on account of non compliance of any statutory provision or breach of any terms of contract/tender.
- 15.5 GIPCL will not reimburse any amount on account of change in minimum wage rate.

16. 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.

17. 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.

18. GENERAL SAFETY CLAUSES:

- 1. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL-Baroda site, the safety norms as per the safety operating standards.
- The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the GIPCL-Baroda Plant and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
- 3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of GIPCL-Baroda site.
- 4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY.

Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year.

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

- 5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
- 6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.

- 7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
- 8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
- 9. 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.

19. **GENERAL TERMS AND CONDITIONS:**

- a. The decision of the GIPCL office in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- b. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- c. 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.
- d. 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.
- e. 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.

20. CONTRACTOR'S SUPERVISION:

None of the CONTRACTOR'S manpower should be withdrawn from the work without due notice being given to the GIPCL officer in charge, further no such withdrawals shall be made if in the opinion of the GIPCL officer in charge 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 GIPCL officer in charge 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.

21. FACILITIES TO BE PROVIDED BY GIPCL:

- **A.** The Company shall provide the following facilities to the Contractor at the site:
- a. GIPCL Subsidies canteen Facility.

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. **GOVERNING LAW AND JURISDICTION:**

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

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

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/ Tender Date: 20.02.2020

SECTION-E

BASIS OF QUOTATION

Sr. No.	Description	Unit	Qty.	Unit Rate (In Rs.)	Total Value (In Rs.)
1.	MAJOR INSPECTION OF GAS TURBINE	Lump	01		
	GT, FRAME-6B.	Sum			
2.	INSPECTION OF LOAD GEAR BOX AND	Lump	01		
	ACCESSORY GEAR BOX.	Sum			
3.	INSPECTION OF CENERATOR	Lump	01		
٥.	INSPECTION OF GENERATOR.	Sum			
	TOTAL VALUE				

NOTE:

(1)	GST as applicable will be paid extra by GIPCL on production of documentary
	evidence of payment of GST.

GUJARAT INDUSTRIES POWER COMPANY LIMITED BARODA

Tender No. GIPCL/MM/GT#2 MI/2020/ Tender Date: 20.02.2020

SECTION-F

LIST OF ANNEXURES & FORMS

ANNEXURE-A

CHECK	ICT CO	D DACCINI	G THE BILLS
LAPELANI	13 I FU	IR PASSINI	- IBE BILLS

1) Work Order / P.O. No. &

3) Duration of Work Order

Contract value

2) Nature of work

For the month of :			
From		to	
M	F	Total	

4) Maxi. No. of manpower per day deployed in the month.

5) Details of Labor License Valid up to for

Persons.

6) Details of E.C Policy : Valid up to for

Persons.

7) Documents attached for verification : Wage & Attendance Sheets.

for the previous month.

P.F Challan Yes/No

8) Documents attached for verification :

(in case of Final Bill)

Bonus Payment Register

Yes/No

Yes/No

Yes/No Leave wage register

9) Security Deposit / Retention Money : Yes / No if yes, Rs.

lying with Co.

Date: Signature of Contractor with official stamp

ANNEXURE-B

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

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

Б.	J. INO
1.	WHEREAS Gujarat Industries Power Company Dist. Vadodara — 391 346, 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
	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
3.	We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4.	The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5.	This guarantee will remain valid up	days or
	whichever is earlier. The Bank undertakes not to rewithout previous consent of the OWNER/PURCH guarantee is extended for a period as mutually agree the guarantee shall be valid for a period so extended extension is received before the expiry of validity of g	IASER and further agrees that if this eed between bidder & owner/purchaser, I provided that a written request for such
6.	WeBank further agree with the Compfullest liberty without our consent and without af hereunder to vary any of the terms and condition to extend the time of performance by the said Contrapostpone for any time or from time to time any Company	fecting in any manner our obligations ons of the said Contract(s)/ Order(s) or actor(s) Seller(s) from time to time or to
	Seller(s) and to forbear or enforce any of the te Contract(s)/ Order(s) and we shall not be relieved f variation, or extension being granted to the sa forbearance, act or omission on the part of th Company to the said Contractor(s)/ Seller(s) or by which under the law relating to sureties would, b relieving us.	rom our liability by reason of any such id Contractor (s) / Seller(s) or for any ne Company or any indulgence by the any such matter or thing whatsoever
7.	Notwithstanding anything contained herein bef Rs(Rupeesonly) and shall demand or claim under this Guarantee is made on of expiry we shall be discharged from all the lia	remain in force tillUnless a us within three months from the date
	orate Seal of the Bank	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 appropriate value)

B.G.	No Date:
1.	WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara – 391 346, 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
	(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
2.	We
3.	We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4.	The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled
5.	WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6.	That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of

the power of the owner under the tender.

,	Notwithstanding anything contained	d herein before, our liability shall not exceedonly) and shall remain in force
	till (Date to be filled up sh	nall be 180 days from the date of submission of Bid).
	Dete	Deal
	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, M/s. GUJARAT INDUSTRIES POWER COMPANY LTD. P.O.Petrochemical-391346, <u>Dist. Baroda</u> Dear Sir,

Signature, Stamp and date.

_	st. Baroda ar Sir,
	Subject:
Re	f: Work Order No.:Dated
We	e hereby confirm with free consent as under:-
1.	The payment certified in that or above referred LoI / contract is full and final. We accept this, and no claim related to payment is left.
2.	The rates of the LoI / contract and its amendments are firm till completion of contract and extension period. We shall not claim any escalation against these rates.
3.	Along with the contract referred, the ARBITRATION CLAUSE also perishes i.e. we will not resort to arbitration.
4.	No extra items are left to be settled.
5.	We do not have any claims against any item related to the LoI than those items certified in the bills.
6.	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.
7.	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.
8.	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.
	e above confirmation will come into effect as soon as payment from final bill after due coveries will be received by us.
Fo	r, M/S

ANNEXURE-E

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

ANNEXURE-F

DOCUMENTS FOR PRE-QUALIFICATION BID

01	Name of Bidder & Location of Registered / Head Office.	
02	Name of the Proprietor with contact No.	
03	Date & Place of Registration of Agency / Bidder (with supporting documents)	
04	PF No. (with supporting documents)	
05	PAN NO. (with supporting documents)	
06	GST Certificate (with supporting documents)	
07	Annual Turnover * (Please attach latest copy of Appendix-A) Minimum average turnover to be approx. Rs	
08	Work order and Performance certificates from three different Clients.	
09	Any other additional information's.	
10	Deviation sheet, if any deviation is taken to the conditions of Tender documents. (If any deviation is not taken than also attached deviation sheet indicating NO DEVIATION)	
 Co 	ppy of Audited A/c's must be attached.	

Date: Name & Signature of Bidder & official seal Place:

ANNEXURE- G

LIST OF CLIENTS

Sr. No.	NAME OF HOD WITH PHONE NUMBER
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	

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

ANNEXURE- H

DEVIATION SHEET

Sr. No.	Annexure No. of Tender	Condition No of Annexure	Specification / condition as per Tender	Specification / condition as per bidder.

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

ANNEXURE-I

GUJARAT INDUSTRIES POWER COMPANY LIMITED

PO: PETROCHEMICAL, DIST: BARODA - 391346

Reference PO Number Date:

Integrity Pact No. : Contract Period

ETHICS PACT

OUR ENDEAVOUR

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

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

Seal & Signature Seal & Signature (GIPCL's Authorized Signatory) (Party's Authorized Signatory)

Name : Name : Designation : Designation :

(Note: It is voluntary on the part of the second party to sign the Ethics Pact, but efforts are made by GIPCL Management to convince it to sign the same. For this purpose, the second party (i.e. Contractor / vendor / supplier / service provider) is at liberty to suggest changes in the contents of the Ethics Pact to suit its comfort level.

ANNEXURE- J (On bidder's Firm's Letter Head)

CERTIFICATE

I / We of M/s	
have submitted tenders for the same items unde	r this inquiry.
Seal of the Firm Place: Date:	Signature of the Bidder With Designation
ANNEXURI (On bidder's Firm's	s Letter Head)
I on behalf of <u>Name of</u> and undertake that all the Statutory and Safety Laws a shall be strictly followed for all types of works at GIPCL si to me.	f Party/Companyhereby confirm, agree and Regulations of the applicable Authority/ies te during the period of the Contract, if awarded
Further, IName of Party/Company also hereby not been any major Safety Violation and any single Fatal the contract/contracts awarded to me during the period of	Accident at any site(s) during the execution of
Signed and Stamped by the Authorized Signatory Of the Bidder	

ANNEXURE- L (On bidder's Firm's Letter Head)

Declaration for Contractual Disputes/ Litigations

I on behalf of <u>Name of Party/Company</u> 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
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
<u>ANNEXURE – M</u> (<u>On bidder's Firm's Letter Head</u>)
<u>CERTIFICATE</u>
I / We authorized signatory of M/s here by certify that M/s has not been black listed, deregistered as under by any Government / Semi Government / Public Sector Undertaking / Private sector in last Five years.
Seal of the Firm Signature of the Bidder With Designation Place: Date: