

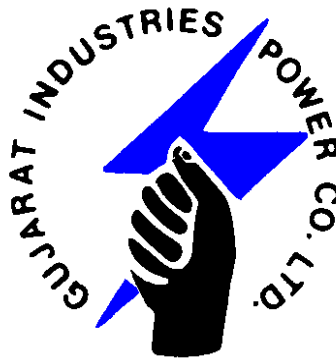
**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**(Surat Lignite Power Plant)**

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

Tender documents for “DESIGN & ENGINEERING, FABRICATION, ERECTION, DISMANTLING, TESTING & COMMISSIONING OF LAST CONVEYOR GALLERY OF BCN 6A/B AND IN-SITU REFURBISHMENT OF 4 GALLERIES OF BCN 6A/B WITH SAND BLASTING, PAINTING AND SHEET REPLACEMENT”.

Surat Lignite Power Plant – 4X125MW, Unit # I to IV:

**Bid No.:** SLPP/LHS/BCN-6AB/2020-21  
**N-PROCURE TENDER ID:** 415044



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF  
CONTRACT**

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

## NOTICE INVITING TENDER (NIT)

**TENDER NO: SLPP/LHS/BCN-6AB/2020-21**

Sr. No.	Description of Item	Particulars
1.	Scope of Work	“Design & Engineering, Fabrication, Erection, Dismantling, Testing & Commissioning Of Last Conveyor Gallery Of BCN 6A/B And In-Situ Refurbishment Of 4 Galleries Of BCN6A/B With Sand Blasting, Painting And Sheet Replacement.”
2.	Completion Schedule	The total contract period shall be 20 Months from the date of issue of LOI or work order whichever is earlier
3.	Mode of Tendering	Open Competitive in Two Part bidding.
4.	Tender Fee (Non-refundable)	Not Applicable
5.	Earnest Money Deposit (EMD)	Rs. 1, 55,000/- (Rupees One Lacs Fifty Five Thousand only) along with the bid as per ANNEXURE-G. The EMD shall be in the form of a crossed bank Demand Draft / RTGS in favor of Gujarat Industries Power Co. Ltd.Or through online payment gateway of company’s website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment Form) as per details mentioned herein under clause no. 7 of Instructions to Bidders. (In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the last date of the bids submission.)
6.	Mode of Submission of Bids	<b>Part- I (Techno-commercial Bid)</b> shall be submitted in Physical form in a separate sealed envelope super scribed with “ <b>Part-I: Techno-commercial Bid</b> ” as well as Tender No. and Due Date. <b>EMD</b> shall be submitted in a separate sealed envelope super scribed with “ <b>EMD</b> ” as well as Tender No. and Due Date. The above 2 envelopes shall be put in one Common sealed envelope super scribed with Tender No. and Due Date and submitted to Bid submission address mentioned below. <b>Part-II (Price Bid) is STRICTLY TO BE SUBMITTED ONLINE on or before due date and time on line on <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a></b> in line with Instructions to Bidders as per RFP, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard . <b>Bid submitted with Physical Price Bids Envelope shall become liable for rejection.</b>
7.	Last Date (Due Date) and Time for <b>Online bid</b>	For detail, please Visit N-Procure website against Tender ID 415044

	<b>Submission</b> (Techno Commercial Bid & Price Bid)	
8.	Last Date (Due Date) and Venue for Submission of Techno commercial <b>Physical Bid</b> (Part – I)	<b>Physical Document to be submitted on or before last date (due date) and time for Online bid as mention above of Sr. No. 7.</b>  <b>Venue:</b> GUJARAT INDUSTRIES GUJARAT INDUSTRIES POWER CO. LTD., (SURAT LIGNITE POWER PLANT) AT & POST: NANI NAROLI TALUKA: MANGROL DIST: SURAT PIN: 394 110 (GUJARAT)
9.	Validity of Offer	The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date Bid submission.
10.	E-reverse Auction	<b>Will be informed by GIPCL to all qualified Bidders</b>

**NOTES:**

- 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.
- GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
- The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
- The Bidders are required to submit their Bids online only through the website <https://www.nprocure.com>
- The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-  
**General Manager (SLPP)**  
Gujarat Industries Power Company  
Limited Surat Lignite Power Plant  
At Village: Nani  
Naroli, Taluka:  
Mangrol,  
Dist.: Surat-394 110, Gujarat.  
Phone: (02629) 261063-72. E-Mail: opsharma@gipcl.com

## **SECTION-A**

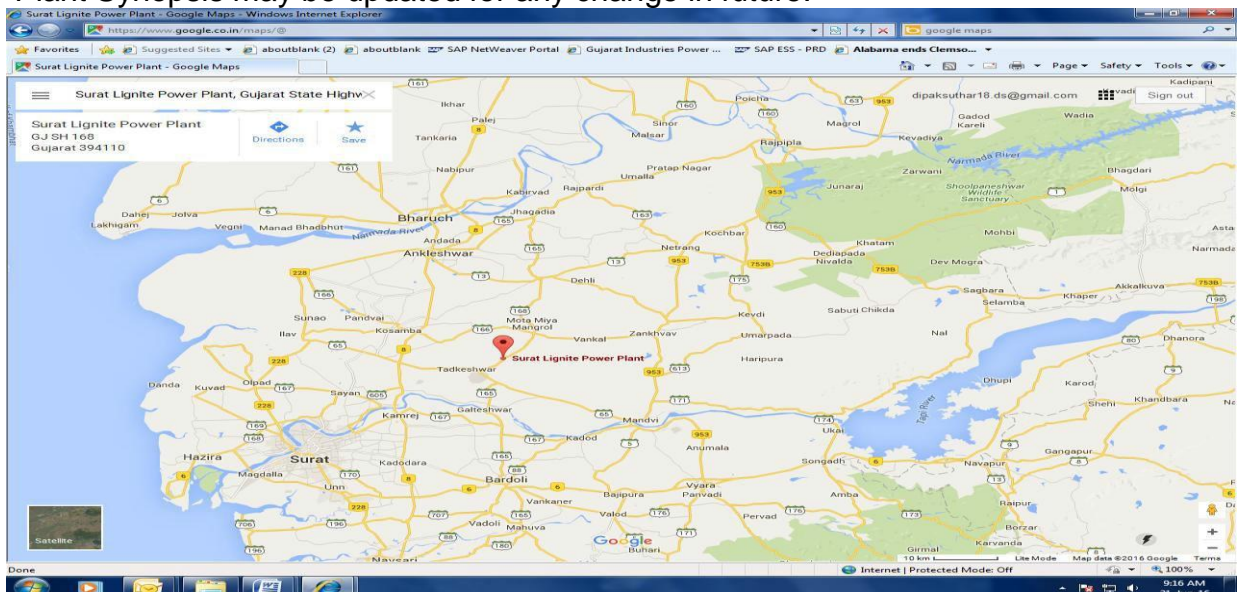
### **INSTRUCTIONS TO BIDDERS**

#### **1. PLANT SYNOPSIS**

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW. GIPCL has Commissioned total capacity of 199.4MW of Renewable Capacity comprising of 112.4 MW Wind and 87 MW of Solar Power Projects as on date in its portfolio. The Company has successfully commissioned 75 MW Solar Power Project at Gujarat Solar Park, Village Charanka, Dist.: Patan, Gujarat in a phased manner on 4th June, 2019. The company is presently executing 100 MW Solar PV project at the Raghanesda Solar Park, Dist. Banaskantha, Gujarat awarded under the Competitive Bidding route to the Company

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacities each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler.

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



**The Company intends to award “DESIGN & ENGINEERING, FABRICATION, ERECTION, DISMANTLING, TESTING & COMMISSIONING OF LAST CONVEYOR GALLERY OF BCN 6A/B AND IN-SITU REFURBISHMENT OF 4 GALLERIES OF BCN 6A/B WITH SAND BLASTING, PAINTING AND SHEET REPLACEMENT.” and is therefore inviting open tenders online (n-Procure Portal) from experienced & resourceful contractors.**

## **2. SCOPE OF WORK**

Daily requirement of lignite to run all the four units of SLPP is around 11,000 – 12,000 MT. BCN 6A/B belt conveyor is the common conveyor which feeds crushed lignite (-10) mm size received from secondary crushers installed in Phase-I Secondary Crusher House and Phase-II New Secondary Crusher House and convey it to Phase-I & II Unit bunkers through a common Junction Tower JNT-1. JNT-1 is the common Tower for both the Phase-1(Unit#1 & Unit#2) bunkers and Phase-2(Unit #3 & Unit#4) bunkers. The 2 Stream Conveyor gallery of BCN 6A/B is feeding lignite to the downstream conveyors BCN 7A/B (Towards Phase-1 bunkers) and BCN 7C/D (Towards Phase-2 bunkers) through 2 Nos. of Flap Gates. There are total 9 galleries for Conveyor BCN 6A/B, in which 9<sup>th</sup> gallery i.e last gallery of BCN 6A/B which is of 23.6 meter in length is heavily corroded in critical condition. Its one leg is supported on trestle T7 at EL 44.806 Mtr and other end is connecting to JNT-1 at EL 49.814 Mtr. The 9<sup>th</sup> gallery of BCN 6A/B is required to be replaced by new gallery. The Preceding 04 galleries i.e 8<sup>th</sup> gallery of length 23.6 Mtr supporting between trestle El at 38.506 Mtr to 44.806 Mtr, 7<sup>th</sup> gallery of length 17.6 Mtr supporting between trestle at El 33.938 Mtr to 38.506 Mtr, 6<sup>th</sup> gallery of length 23.6 Mtr supporting between trestle at El 27.848 Mtr to 33.938 Mtr and 5<sup>th</sup> gallery of length 23.6 Mtr supporting between trestle at El 21.809 Mtr to 27.848 Mtr. required in-situ refurbishment.

- 2..1 BCN 6A/B Last Gallery Replacement Work:-** The specification covers the technical requirements for design, engineering, submission of design calculation, preparation of design drawings, GA drawings, fabrication drawings, as-built drawings, supply of epoxy type paint, galvalume / color coated sheet for BCN 6A/B Last Conveyor Gallery, fabrication, inspection, painting after necessary surface preparation with SA2 ½, dismantling of existing gallery structure including GI Sheets, Lighting Fixtures, C & I Switches fixtures, Electrical Cable trays and all other accessories including removal of existing BCN 6A/B Conveyor belt which is laying in last gallery of BCN 6A/B and erection of new gallery followed by installation of cable trays, all electrical and C&I switches fixtures & supports, lighting fixtures supports, stringer & short support, installation of roller & frames, deck plate, seal plates, Pulling, laying of BCN 6A/B conveyor belt and its final joint. Belt jointer and joining kit like vulcanizing machine, solutions and compound for joining of belt will be provided by GIPCL
- 2..2 BCN 6A/B 04 Nos Galleries In-Situ refurbishment Work:-** The specification covers the technical requirements for design, engineering, submission of design calculation, preparation of design drawings, GA drawings, fabrication drawings, as-built drawings, supply of epoxy type paint & galvalume / color coated sheet for 04 nos. BCN 6A/B Conveyor Galleries, fabrication, inspection, painting after necessary surface preparation with SA2 ½, in-situ replacement of existing gallery rusted structures, like bottom chord members, gallery side panel members, walkway angles, chequered plates, seal plates, short support, gallery stool, sheets etc followed by entire galleries shot blasting SA2 ½ & painting and sheeting.

- 2.3 **Any other miscellaneous works which are not included in above mentioned scope and area of BCN 6A/B galleries** on Pro rata metric ton basis which includes fabrication, erection, dismantling, strengthening after necessary surface preparation with SA2 ½ cleaning & Painting
- 2.4 The above works mentioned in Sr. No. 2.1, 2.2 & 2.3 includes supply of all labor, tool and tackles, consumables, scaffolding, cranes for dismantling and erection of gallery, sheets and paints. All the works shall be carried as per approved Quality Assurance Procedures
- 2.5 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection
- 2.6 Quantum of job mentioned against all items in the price bid is indicative only & may vary  $\pm 20\%$  as per site requirement & not to be construed as maximum or guaranteed quantity. Job is to be carried out on turnkey basis including design, engineering supply of paint and galvalume color coated sheet, fabrication, erection of structural steel, dismantling of existing structure, to complete the job in all respect.

Briefly, the nature of work involves the following

- (i) It is not the intent to specify completely herein, all details of design and construction, of the structures / works covered under this enquiry. All works shall confirm in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance in a manner acceptable to the GIPCL. GIPCL shall have the power to reject any works or materials, which in his judgment are not in full accordance with the specification requirements and standard quality. In case of any conflict regarding the interpretation of the intent or meaning of the specifications or drawings, GIPCL shall interpret such intent or meaning, which will be final and binding on the Bidder.
- (ii) The information given in this specification is in good faith and meant to serve as a guide to the Bidder. It is, therefore, imperative that Bidder shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work under this enquiry. The submission of a tender by a Bidder implies that he has fully read the specifications, bid drawings, and General Conditions of Contract and made himself aware of the scope and the specifications for the work to be performed and local conditions and other features which have a bearing on the cost and execution of the work. The GIPCL shall not pay any extra charges for any reason whatsoever.

#### **DETAILED SCOPE OF WORK**

##### **A. FABRICATION OF BCN 6A/B LAST CONVEYOR GALLERY STRUCTURES & FABRICATION OF IN-SITU REFURBISHMENT OF 4 NOS. GALLERY OF BCN 6A/B.**

1. BCN 6A/B Gallery GA Drawing and Structural GA drawing shall be provided by GIPCL. However these drawing are not to be construed as final approved drawing. Before starting of fabrication work of new gallery of BCN 6A/B & other in-situ 4 galleries of BCN 6A/B, party has to survey and prepare a drawing by taking actual measurement from existing gallery structure and drawing. Accordingly Bidder has to submit the design calculation, GA drawings and Fabrication drawings to GIPCL for approval.
2. After approval of the final GA Drawings and Detail Drawings submitted by the bidders, the procurement of steel will be initiated by GIPCL.
3. The approximate weight of BCN 6A/B last gallery (9<sup>th</sup> Gallery) is 40 MT inclusive of technological structures like rollers and its frame, seal plates, deck plates, walkway chequered plates, cable trays, water pipe line, etc. However bidder shall not considers this quantity as final quantity.
4. Last gallery of BCN 6A/B which is of length 23.6 meter in length. Its one leg is supported on trestle T7 at EL 44.806 Mtr and other end is connecting to JNT-1 at EL 49.814 Mtr. This gallery required replacement. Refer BCN 6A/B GA drawings.
5. The Preceding 04 galleries i.e 8<sup>th</sup> gallery of length 23.6 Mtr supporting between trestle El at 38.506 Mtr to 44.806 Mtr, 7<sup>th</sup> gallery of length 17.6 Mtr supporting between trestle at El 33.938 Mtr to 38.506 Mtr, 6<sup>th</sup> gallery of length 23.6 Mtr supporting between trestle at El 27.848 Mtr to 33.938 Mtr and 5<sup>th</sup> gallery of length 23.6 Mtr supporting between trestle at El 21.809 Mtr to 27.848 Mtr. These galleries required in-situ repairing. Refer BCN 6A/B GA drawings.
6. The total approximate in-situ repairing work in weight in 04 Nos. BCN 6A/B galleries (gallery No. 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup>) is 44 MT. However bidder shall not considers this quantity as final quantity.
7. In-situ work of gallery No. 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> includes design, replacement all **bottom portion (load bearing members) which includes** bottom panel bracings, walkway angles, existing chequered plates to be replaced by gratings, seal plates, strengthening of side panel angles, short support, gallery stools and any strengthening work required to strengthen the galleries. Replacement of existing sheets by new sheets.
8. Inspection of Manufactured / Fabricated items at the Bidders works/ SLPP site shall be carried out by GIPCL Engineer In-charge.
9. Before doing complete drawing, fitment is to be checked by GIPCL.
10. After completion of welding and finishing work. Entire new BCN 6A/B gallery and entire other 4 nos. galleries in which in-situ work carried out, party has to carry out shot blasting with copper slag with SA2 ½ finishes.
11. After completion of shot blasting first coat of epoxy paint is to be applied within 4-6 hours.
12. The approximately structural wt of 05 galleries for which paint is to be carried out except gratings, roller and frames is 135 MT to 140 MT. The quantity given is approximate quantity; however party has to carry out the paint work in entire mentioned galleries.

13. All five galleries entire structure shall be painted by providing and applying High Build self priming epoxy primer (Composition: Modified epoxy, cured with polyamidoamine) each coat of 100 micron DFT followed by first coat of aluminum shed, second coat of light grey shed and two coats of Acrylic Polyurethane paint (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides), each coat of minimum 30 micron DFT followed by third coat of dark grey shed and fourth coat of smoke grey on structural steel complete at all elevations after proper shot blasting with copper slag with SA2 ½, finish & final surface cleaning with cotton waste before application of primer (in case of application of primer is delayed due to any reason, the surface preparation shall be redone at no extra cost to GIPCL), including providing approved MS pipe scaffolding with clamps, safety nets, cherry packers, covering the surrounding areas with plastic sheet/tarpaulin wherever required, etc... as directed by Engineer-in-charge and as per manufacturer's detail technical specifications with all materials, labor, tools & tackles, standard safety tools & tackles standard safety PPEs, etc.
14. Total DFT after Painting should not be less than 260 microns.

**B. DISMANTLING & ERECTION OF BCN 6A/B LAST CONVEYOR GALLERY.**

1. Dismantling & Erection is planned and schedule job, party has to be mobilized all the required resources like manpower, tools tackles, heavy machineries like cranes, lifting tools & tackles and all accessories for carrying out the complete job in safe manner.
2. Bidder to note that during dismantling and erection activity of BCN 6A/B Last gallery work all SLPP units (4 x 125 MW) will remain out, hence manpower has to be deployed round the clock in all the three shifts and work to be completed in all respect within time frame.
3. Bidder has to submit the time schedule of work for approval to GIPCL before 120 days of start of dismantling and erection of new gallery. (All safety measures are to be ensured by bidder before starting of work.)
4. Bidder has to survey the area of dismantling and lifting of new gallery and any fouling if there has to be conveyed to GIPCL before 120 days of start of dismantling activity. Removal of any obstacle for crane movement is in Bidder's scope after approval from GIPCL and no extra payment will be made to bidder for removal & provision of any temporary support.
5. Bidder has to submit and approve the detail plan for dismantling of old gallery and lifting of new gallery. Detail plan includes numbers of slings & d-Shackles to be used for dismantling and lifting of gallery, L/H chart, and degree of inclination of gallery which is to be dismantled and lifted.
6. Fabrication & Erection of temporary supports in galleries will be in Bidder's scope. Steel for temporary support shall be supplied by GIPCL free of cost. However, no extra payment will be made for the same.
7. *Minimum capacity of crane shall be of 260 MT crawler type with minimum boom 70 meter and above as per work requirement. Crane other than crawler mounted shall not be acceptable*

8. *Type of crane shall be crawler type fully automatic having PLC based operation and having Safe Load Indicator ,Alarm & Tripping (SLI)etc. in it*
9. *Manufacturing year of crane should be year 2014 and thereafter and crane having manufacturing year before 2014 shall not be acceptable*
10. The make crane shall be of KOBELCO, Japan only.
11. *In case of non availability of KOBELCO crane (Japan make), party has to submit the reason in writing to GIPCL. If reason are acceptable then, alternate make crane may be allowed with prior permission of GIPCL & competent person authorized by DISH (Gujarat), if the crane is satisfying all other requirements 7, 8 & 9 above.*
12. The crane shall have valid documents and same need to be submitted to GIPCL well in advance for review.
13. All the lifting tools and tackles and crane shall be inspected by safety agency having competency certificate from DISH (Directorate of Industrial Safety & Health), Gujarat State as per factories ACT 1948. The competency certificated issued by DISH to the safety agency shall be valid during Contract Period / execution time. The safety agency has to visit site for examination and carrying out inspection of lifting tools and tackles, crane, etc and submit the same in form 10 duly signed by Competent Authority. The appointment of DISH Competent safety agency shall be in bidder's scope.
14. The DISH Competent safety agency hired by bidder shall submit the review report for load plan/lifting plan along with sketch and effective load calculation.
15. The DISH Competent safety agency shall remain present during dismantling & erection of the gallery and submit the final report to GIPCL.
16. GIPCL may also appoint Competent Safety Agency and Bidder has to comply all the safety measures as per the competent authority appointed by GIPCL.
17. Removal of existing of BCN 6A/B belt and same shall be kept at designated place after proper rolling for re-laying of the same belt after completion of new erected conveyor BCN 6A/B gallery.
18. Dismantling and Erection of the gallery is to be carried out such a manner that it will not affect surrounding area and running system.
19. Dismantling is to be carried out without affecting other equipments of surrounding areas of the system.
20. Dismantling of technological structures like rollers & its frames, stringers, short support, deck plate, seal plate, GI Sheets of existing BCN 6A/B gallery, cable tray, lighting fixtures and other accessories like pull cord, belt sway switches are to be removed and kept at designated places for re-erection. Laying, Termination of Electrical, C&I Cable and its switches shall be in GIPCL Scope.
21. Bidder shall replace BCN 6A/B gallery (9<sup>th</sup> Gallery) end portal horizontal supporting beam towards JNT-1 side by new supporting beam.

22. Dismantling work to be done in systematic way such that maximum items which are in good condition can be re-used, if required.
23. Before erection of the gallery alignment of the fabricated gallery is to be carried out and to be inspected by GIPCL representative.
24. Alignment of the Gallery is in Bidder's scope and is to be carried out before starting of erection work.
25. Associated supports for cable tray / piping, lighting fixtures, beltway, pull cord, to be installed in Gallery structure for enable GIPCL Electrical & C&I team to installed, cables, lighting fixtures, pull cord switches belt sway switches, etc.
26. Before erection of the gallery, PTFE bearing (supplied by GIPCL is to be fitted at proper place and is to be inspected by GIPCL.
27. Fixing and installation of color coated sheets on new BCN 6A/B Conveyor Galleries. Supply of Galvalume color coated sheets, is in the bidder's scope
28. Conveyor gallery shall have permanently galvalum sheet on roof and both sides. Roof framing shall be given a slope of 1 vertical: 3 horizontal. Supporting arrangement for the cable trays shall be provided on the inside of the conveyor gallery. Handrails for side walkways and centre walkway shall be provided.
29. For natural ventilation of galleries of above ground conveyors, a gap of 300 mm shall be provided throughout the length of gallery between roof and side cladding at the top and 200 mm at the bottom. **Chequered plate in walkways shall be provided in new gallery (9<sup>th</sup> Gallery).**
30. Conveyor gallery shall be provided with Perspex sheets on the roof and on the sides of gallery at every 10 M intervals for natural lighting in the galleries.
31. Sheets shall be single skin pre-coated metal sheets manufactured out of 0.50 mm TCT hi-tensile pre-painted Galvalume steel (AZ-150 gsm. Aluminum – Zinc alloy metallic coating of total both sides 550 MPa yield stress as per AS-1397). Color / Exterior coat of SMP (Silicon Modified Polyester / BHP XRW paint system, 20 micron top coat applied over 5 microns primer OR equivalent coating / painting of make TATA Bluescope, Lloyd, Interacrh, JSW, Union Steel, CISSCO, KIRBY or equivalent approved make confirming with minimum tensile strength 550 MPa confirming AS : 1397. The sheet should pass 1000 hour salt test as per relevant test. Exterior color of sheets shall be RAL – 5012.
32. Associated works like, hand rail, toe guard, technological structures like roller frames, deck plates etc is to be installed in Gallery after final erection of new gallery structure.
33. Pulling, Laying of BCN 6A/B Belt and tensioning of belt, final joint will be in Bidders scope. However Belt jointer and joining kit like vulcanizing machine, solutions and compound for joining of belt will be provided by GIPCL

34. Civil work like breaking of floors if any shall be carried out by GIPCL. Other than floor breaking work like removal & re-installation of any structural members and sheeting shall be bidder's scope.
35. Bidder has to deploy qualified workmen and suitable cranes, equipments and machinery at site for dismantling of gallery structure.
36. Competent experienced number of workmen and supervisors are to be mobilized for dismantling work and same is to be discussed with GIPCL representative before starting of the work.

**C. IN-SITU REFURBISHMENT OF 4 NOS. GALLERY OF BCN 6A/B.**

1. Design, Engineering is to be done by bidder and accordingly complete scheme is to be submitted by bidder to GIPCL for proposed refurbishment work.
2. Entire work is to be carried out with system is in operation and hence at most care is required from design, engineering and also to execute the work in safe manner.
3. Design, Engineering, Fabrication & Erection of temporary supports in galleries will be in Bidder's scope. Steel for temporary support shall be supplied by GIPCL free of cost. However, no extra payment will be made for the same.
4. Providing & supply, transportation, loading, Unloading fixing of scaffolding pipes, clamps, scaffolding work around , providing working platform at all height with necessary safety measures for carry in-situ refurbishment, shot blasting and painting work in 4 galleries of BCN 6A/B and also including dismantling of scaffolding etc. complete as directed by Engineer in-charge.
5. Dismantling of existing GI Sheets of BCN 6A/B gallery 4 galleries are to be removed and kept at designated place.
6. Cleaning of gouging surface by grinding of structures.
7. Erection and welding of new fabricated member (bracing).
8. Removal of temporary support after final welding of new member.
9. Replacement of all the four galleries bottom cord members, temporary support is required shall be provided by the bidder, no extra payment will be made to bidder for provision of any temporary support.
10. Replacement / refurbishment of gallery stool shall be in bidder's scope.
11. Replacement of all the four galleries bottom cord members and bottom cross bracings along with gusset plate.
12. Replacement of all the four galleries walkway angles.
13. Replacement of all the four galleries existing walkway plates by gratings.
14. Replacement of all the four galleries seals plates.
15. Strengthening of bottom side panel angle by making it box type of similar section for all the four galleries.
16. Replacement of short supports of all the four galleries.
17. Any other in-situ work required as per approved design required to be carried out for strengthening of 4 galleries by bidders. No extra payment will be made to bidder.

18. To carry out the safe work on bottom side of gallery, Party has to provide the safety nets below the scaffolding provided for on-going work of gallery.
19. GIPCL may also appoint Competent Safety Agency and Bidder has to comply all the safety measures as per the competent authority appointed by GIPCL.
20. Provision of proper scaffolding at every sides of galleries for carrying removal / dismantling, replacement and strengthening in-situ work in 04 nos. of galleries of BCN 6A/B followed by shot blasting with SA2 ½ finish and with application of epoxy paint. The arrangement of scaffolding shall be validated by Competent safety agency and same shall be complied by Bidder.
21. Fixing and installation of color coated sheets on in-situ repaired 04 Nos. of galleries of BCN 6A/B Conveyor. Supply of Galvalume color coated sheets, is in the bidder's scope
22. Conveyor gallery shall have permanently galvalum sheet on roof and both sides. Handrails for side walkways and centre walkway shall be provided.
23. Conveyor gallery shall be provided with Perspex sheets on the roof and on the sides of gallery at every 10 M intervals for natural lighting in the galleries.
24. Sheets shall be single skin pre-coated metal sheets manufactured out of 0.50 mm TCT hi-tensile pre-painted Galvalume steel (AZ-150 gsm. Aluminum – Zinc alloy metallic coating of total both sides 550 MPa yield stress as per AS-1397). Color / Exterior coat of SMP (Silicon Modified Polyester / BHP XRW paint system, 20 micron top coat applied over 5 microns primer OR equivalent coating / painting of make TATA Bluescope Lloyd, Interacrh, JSW, Union Steel, CISSCO, KIRBY or equivalent approved make confirming with minimum tensile strength 550 MPa confirming AS : 1397. The sheet should pass 1000 hour salt test as per relevant test. Exterior color of sheets shall be RAL – 5012.
25. Removal of existing corroded members and gusset plates by cutting and gouging.
26. Painting of entire whole in-situ repaired 4nos. galleries shall be painted by providing and applying High Build self priming epoxy primer (Composition: Modified epoxy, cured with polyamidoamine) each coat of 100 micron DFT followed by first coat of aluminum shed, second coat of light grey shed and two coats of Acrylic Polyurethane paint (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides), each coat of minimum 30 micron DFT followed by third coat of dark grey shed and fourth coat of smoke grey on structural steel complete at all elevations after proper shot blasting with copper slag with SA2 ½, finish & final surface cleaning with cotton waste before application of primer (in case of application of primer is delayed due to any reason, the surface preparation shall be redone at no extra cost to GIPCL), including providing approved MS pipe scaffolding with clamps, safety nets, cherry packers, covering the surrounding areas with plastic sheet/tarpaulin wherever required, etc... as directed by Engineer-in-charge and as per

manufacturer's detail technical specifications with all materials, labor, tools & tackles, standard safety tools & tackles standard safety PPEs, etc.  
27. Total DFT after Painting should not be less than 260 microns.

#### **D. ANY OTHER MISCELLANEOUS WORK**

1. The work includes fabrication, erection, dismantling, strengthening of any miscellaneous structure apart from the above mentioned scope and area of BCN 6A/B gallery structure after necessary surface preparation with SA2 ½ & Painting. Scaffolding if required shall be in bidder's scope.
2. Fabrication & Erection of temporary supports in galleries will be in Bidder's scope. Steel for temporary support shall be supplied by GIPCL free of cost. However, no extra payment will be made for the same.
3. Painting of miscellaneous structural work shall be painted by providing and applying High Build self priming epoxy primer (Composition: Modified epoxy, cured with polyamidoamine) each coat of 100 micron DFT followed by first coat of aluminum shed, second coat of light grey shed and two coats of Acrylic Polyurethane paint (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides), each coat of minimum 30 micron DFT followed by third coat of dark grey shed and fourth coat of smoke grey on structural steel complete at all elevations after proper shot blasting with copper slag with SA2 ½, finish & final surface cleaning with cotton waste before application of primer (in case of application of primer is delayed due to any reason, the surface preparation shall be redone at no extra cost to GIPCL), including providing approved MS pipe scaffolding with clamps, safety nets, cherry packers, covering the surrounding areas with plastic sheet/tarpaulin wherever required, etc... as directed by Engineer-in-charge and as per manufacturer's detail technical specifications with all materials, labor, tools & tackles, standard safety tools & tackles standard safety PPEs, etc.
4. Total DFT after Painting should not be less than 260 microns.

#### **E. OTHER INSTRUCTIONS : -**

1. All the work is of high altitude (+21 meter elevation to +50 Meter elevation), hence party has to take all the precaution and safety measures for executing the job safely.
2. Party has to deploy experienced site in-charge having more than 7 years experience in Projects/similar work. Party has to submit the Bio Data of site incharge to GIPCL for approval before one month of deployment. Penalty of Rs. 2500/day will be imposed for non compliance and non availability of experienced site incharge.
3. Party has to deploy safety supervisor exclusively round the clock.
4. Required steel, walkway gratings, fasteners and PTFE bearing for BCN 6A/B galleries shall be supplied by GIPCL.
5. Procurement of materials like galvalume color coated sheet & epoxy Paints are in Bidder Scope.
6. The epoxy Paints and Supply of Galvalume color coated sheets has to be supplied from list of GIPCL approved Vendor list.

7. Supply of epoxy paint will be in Bidder's scope & it shall be of standard make (BURGER, ASIAN, JOTUN and ICI) only.
8. Shifting of Steel and required fasteners from GIPCL Ware house to Site is in the Bidder's scope.
9. Loading unloading of material at site is in the Bidder's scope.
10. Deployment of qualified men and suitable equipment/machinery at site for erection including cranes.
11. Submission of reconciliation statement of steel after completion of entire work is in your scope.
12. Party has to take all necessary safety related preventive measures before starting work.
13. All the necessary safety gears strictly to be use during entire work.
14. For cutting purpose, party has to use only Acetylene cylinders.
15. Before starting of the work required HOT, HEIGHT & Equipment clearance permit are to be taken.
16. Arrangement for lighting at the work spot while carrying out fabrication, dismantling and erection activities has to be made by the Bidder. Bidder has to arrange all lighting equipments such as power cable, halogen light fixture, hand lamps etc. The Bidder has to take prior approval for taking electrical power supply from GIPCL.
17. Before starting the work all tools & tackles to be verified with GIPCL representative and certificates of lifting tools/tackles, vehicle license along with other legal & statutory requirement is to be submitted for GIPCL verification.
18. Consumables like wire brush, painting brush, container for handling the Paint, cloth if required for cleaning the surface etc. and Manpower with other Resources are in Bidders 's scope.
19. Bending of structures like seal plates, deck plates and or any other structure etc, shall be in bidders scope.
20. Scaffolding material, overhang platform material and if required Cherry packers shall be in Contractors' scope.
21. Contractor has to make their sub-store for storing the paints at site. The material to be properly stored & to be apply before expiry is in contractor's scope. The proper Handling of empty paint drums are also in contractors scope
22. Necessary gate-pass for manpower is to be obtained from HR & A and security dept. before mobilization for the work.
23. The Bidder has to take group insurance policy for their workmen. The Bidder has to submit labor license and PF account number to the Engineer In charge before start the work.
24. The Bidder has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the Bidder may be asked to rework the job at his own cost.
25. Watch & ward of equipments and steel issued to you is in your scope.
26. Hydra will provide by GIPCL for loading & unloading only base on availability, all other equipments are in your scope.

27. GIPCL may also appoint Competent Safety Agency and Bidder has to comply all the instructions of the competent authority appointed by GIPCL.
28. Provision of scaffolding material for erection work will be in the scope of the Bidder. The scaffolding shall be with pipe and clamps, metallic jellies.
29. The Bidder shall have to submit daily reports showing fabrication work carried out including material / consumables etc. used.
30. The Bidder shall have to submit daily reports showing fabrication, erection & site status work carried out including material / consumables etc. used.
31. Bidder have to deploy site-in-charge who will co-ordinate day to day activities with GIPCL and submit job-card daily.
32. Submission of reconciliation statement of steel after completion of entire work is in your scope
33. Actual work will be checked in MT on measurement basis and accordingly steel will be reconciled.
34. Bidder has to submit steel reconciliation statement while submitting R A bills. The bill will be processed on the basis of daily job-cards and steel reconciliation statement.
35. It is a pre-condition that the Bidder and the persons deployed by him are for a Contractual period only.
36. Bidder has to prepare job card for each work permit which is to be filled & verified immediately after completion of work. This payment of each work will be verified based upon job card only.
37. Party has to deploy qualified manpower along with required tools-tackles in sufficient number.
38. Twists and bends shall be removed before fabrication.
39. All cutting edges should be grinded properly.
40. All holes are to be drilled, no cutting is allowed.
41. Welding thickness shall be as per approved drawing.
42. Fabrication to be done with standard electrodes (ADOR, L&T, ESSAB, D&H MAKE ONLY).
43. Welding is to be done by qualified & certified welders only. Bidder while preparing the gate pass needs to submit the test certificates of qualified welders depend on the type of work to GIPCL. Bidder has to conduct by welding test at site by their competent quality person deployed at site for certifying of welders. The same will be checked and inspected by GIPCL Engineer In-charge.  
Penalty of Rs. 1000 /day will be imposed for non compliance and non availability of qualified & certified welder.
44. If any damage occurs due to negligence of Bidder, he has to bear the entire cost of repair / replacement of equipment /machinery to the satisfaction of GIPCL.
45. Bidder shall make their own arrangement for transportation of manpower, T&P & consumables.
46. It is the responsibility of site in charge to segregate and remove the scrap from site within 02days after completion of work. Work will be certified by GIPCL Engineer In-charge only after removal of scrap to the scrap yard.

- In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Bidder's cost with penalty and it will be deducted from monthly RA bills.
47. Scaffolding, providing safety nets, and crane of required capacity and boom length for executing the work are in the scope of bidder.
  48. For shifting of scrap/dismantled material to scrap yard, provision of tractor/vehicle is in the scope of Bidder's
  49. Before commencing the work, water washing of the area is to be done. As the area is fire prone, cutting and welding should be carried out after proper water washing of entire area. Water washing is to be done in co-ordination with fireman/ fire department. Area supervisor has to ensure that, the work area is free from fire hazard during and after completion of work.
  50. Fire blankets are to be used where ever possible, while welding at erection front to avoid fire.
  51. After completion of work Bidder has to submit the GA drawings, Fabrication drawings, Design Drawings, and As Built drawings. Bidder needs to submit minimum 5 sets of each drawings of A1 size in hard form to GIPCL.
  52. Any consequential damage if occur during the work shall be in Bidders scope.

### **3. GENERAL INSTRUCTIONS**

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- 3.2 The bids shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of tenderer. The decision of the Company to interpret the information and rates filled in by the tenderer shall be final and binding on the bidder
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 3.5 Bidder has to quote rate for all the items mentioned in the Annexure of price bid. Bids received without quoting the rate for any of the item will not be considered.
- 3.6 Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms

and conditions, specifications or requirements shall be treated and rejected as being non responsive.

3.7 The tender documents shall not be transferable

3.8 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting

3.9 Conditional offers shall be rejected at the outset

3.10 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended

3.11 During evaluation of bids the Company may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

3.12 The Company reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

3.13 The Bidders shall bear all costs and expenses associated with and incidental to 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 in any manner for the same.

3.14 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.

3.15 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract

3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason

3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder

**3.18 Bidder has to submit the Annexure-T (To be submitted on Company's Letter Head) for verification of Tender Eligibility Criteria. It may Please be Note that Documents mentioned in Annexure-T by Bidder's and submitted accordingly will only be checked by GIPCL for Pre-Qualification.**

#### 4. SITE VISIT

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

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

#### 5. ELIGIBILITY CRITERIA

The following criteria shall be adopted for evaluating and qualifying the bidders:

- a. Bidder should have experience of executed at least one work orders in the **last ten** financial years ending last day of the month previous to the one in which tender is invited in the field of Design & Engineering, Replacement/Erection Commissioning, testing of conveyor system including conveyor gallery of capacity not less than 500 TPH and should also have and experience of erecting conveyor gallery which should not be less than 4.5meter in width, 25 MT in weight for single gallery and 20 meter in height and should enclose the proof of the same.

**OR**

Bidder should have experience of executed at least one work orders in the last ten financial years ending last day of the month previous to the one in which tender is invited in the field of Replacement/Erection & Commissioning, testing of conveyor system including conveyor gallery of capacity not less than 500 TPH and should also have and experience of erecting conveyor gallery which should not be less than 4.5 meter in width, 25 MT in weight for single gallery and 20 meter in height and who is having support of Design , Engineering and Supervision of OEM of Material Handling System like L&T, Thyssen Krupp, FLSmidt, ELECON Or Equivalent and should enclose the proof of the same. Moreover bidder has to submit letter of undertaking on 100 Rs. non judicial stamp paper from OEM as per Annexure-S of Tender Document.

Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly.

- b. Bidder should produce evidence of having experience of successfully completed in the as per criteria **5 a** of above during last **ten years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
- (i) One similar completed work each costing not less than the amount equal to 123 Lacs without GST
- OR**
- (ii) Two similar completed work each costing not less than the amount equal to 82 Lacs without GST
- OR**
- (iii) Three similar completed work each costing not less than the amount equal to 62 Lacs without GST
- c. 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 minor document/ clarification is required regarding documents 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 required documents time limit mentioned in the E-mail. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- d. Bidder should have average annual turnover of Rs.62 Lacs (without GST) for last three financial years **i.e. 2018-19, 2017-18 & 2016-17**. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of the chartered accountant of the India for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

**Note: In case, the average annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate duly certified by Chartered Accountant who should be a member of the Institute of the chartered accountant of the India also net worth to be positive as at the end of FY 2018-19 certified in similar manner.**

- e. *Bidder has to confirm the deployment of crane as below in their letter head mentioning – **Deployment of Crane for BCN 6AB Gallery work.***
- 1.1** *Minimum capacity of crane shall be of 260 MT crawler type with minimum boom 70 meter and above as per work requirement. Crane other than crawler mounted shall not be acceptable.*
- 1.2** *The type of crane shall be crawler type fully automatic having PLC based operation and having Safe Load Indicator ,Alarm & Tripping (SLI)etc. in it*
- 1.3** *Manufacturing year of crane should be year 2014 and thereafter and crane having manufacturing year before 2014 shall not be acceptable.*
- 1.4** *The crane shall be of KOBELCO, Japan make only.*

**1.5** If KOBELCO, Japan make crane is not available than alternate make crane may be allowed with prior permission of GIPCL&DISH, if satisfying all other requirements **1.1, 1.2 & 1.3** above.

- f. Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-Contractor will not be allowed and Price Bid of such Bidders will be rejected.
- g. The Bidder has to submit INCOME TAX Permanent Account Number (PAN), no. of the firm. Copies of the same shall be submitted.
- h. Tender Fee: **Not Applicable.**
- i. EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank or by way of RTGS. Please refer subsequent clauses for details for RTGS payment. In case of RTGS payment
- j. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- k. Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
- l. Incase bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent Companies shall be considered.
- m. The Net worth at the end of the last financial year 2018-19 should be positive.
- n. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the “Declaration for Contractual Disputes/Litigations” as Annexure-Q attached.
- o. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as Annexure -P attached

## **6) LANGUAGE OF BID**

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

## **7) EARNEST MONEY DEPOSIT & TENDER FEES**

The Bidder shall deposit earnest money ('EMD') of Rs.1,55,000/- (Rupees One lac Fifty five thousand only). The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:.

Sr. No.	Bank Details	Payable at Branch
1	Bank of Baroda	Mosali, Dist-Surat

2	State Bank of India	Nani Naroli Branch Code-13423
3	Any Other Banks	Surat

7.1 EMD can also be submitted by way of RTGS.The RTGS details for the SBI, Nani Naroli is as under.

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

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

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

- (a) All Nationalized Bank including the public sector Bank or Private sector Bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or Commercial Bank (Kotak Mahindra Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or Co-operative Bank ( The Kalupur Commercial Bank Ltd., Rajkot Nagrik Sahkari Bank Ltd., The Ahmedabad Mercantile Co-operative Bank Ltd., The Mehsana Urban Co-operative Bank Ltd., Nutan Nagrik Sahkari Bank Ltd.)

Performa of BG is as shown herein below in Annexure-G.

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 set for opening of the bids. Refer Annexure-G for EMD to be submitted in form of BG

- 7.3 The EMD of the successful bidder will be returned after the bidder provides a Security Deposit or PBG as required.
- 7.4 The earnest money deposit paid will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.5 Any bid not accompanied with EMD will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.
- 7.6 No interest shall be payable on EMD.
- 7.7 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or ) withdraws his tender before the validity date of the tender.

## 8) **SUBMISSION OF BID**

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

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

The bids shall be submitted online at the N-Procure system portal within the dates along with the details of EMD in two parts as under:

- Part 1 – EMD + Techno-commercial bid without price in one sealed cover.
- Part 2 – Price Bid.

### **Part – 1**

- a) **Techno-commercial + EMD without price** shall be submitted along with following documents in physical form before due date.

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:

The supporting documents as mentioned in Clause 14 of Eligibility criteria shall also be submitted along with Techno commercial bid as per Annexure -T

Government of India has enacted The MSMED Act. We request you to confirm whether your organization is registered under the “Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e. Micro, Small or Medium Enterprises under which it is registered and kindly attach the scan copy of your registration certificate.

**Bid not consisting of above documents shall be rejected.**

The entire above all documents are to be submitted at the following address before due date and time.

EMD and other documents to be submitted in physical form on or before last date of closing of the on line tender during working hours.	<p>Address for Submission:</p> <p><b>GENERAL MANAGER - SLPP</b>  <b>GUJARAT INDUSTRIES POWER CO. LTD.,</b>  <b>(Surat Lignite Power Plant)</b>  <b>Village – Nani Naroli, Taluka – Mangrol</b>  <b>District – Surat 394 110, Gujarat</b>  <b>Phone : 02629-261063 (10 lines)</b>  <b>Fax : (02629) 261073 / 261074</b></p>
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The envelope shall be clearly marked with SURAT LIGNITE POWER PLANT – TENDER FOR “**DESIGN & ENGINEERING, FABRICATION, ERECTION, DISMANTLING, TESTING & COMMISSIONING OF LAST CONVEYOR GALLERY OF BCN 6A/B AND IN-SITU REFURBISHMENT OF 4 GALLERIES OF BCN6A/B WITH SAND BLASTING, PAINTING AND SHEET REPLACEMENT.** “at GIPCL-SLPP.

**b) Price Bid**

1. Price bid shall be submitted only in soft form through N Procure E- portal.
2. The bidder shall fill the price schedule in the format given and the price shall be inclusive of cost of all manpower, consumables, tools and tackles, crane, transportation Safety and statutory compliance, etc.
3. GST shall be quoted separately **if applicable**. The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
4. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

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

- (i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the

Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.

- (ii) Bid by a 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 by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing may be disqualified.

### **C: SCHEDULE OF DEVIATIONS**

Whenever bidder deviates from the specifications the same shall be listed out in the “Schedule of Deviation” attached as **ANNEXURE-J** to these specifications. Only those deviations, which are listed in this Annexure, shall be considered. Deviations indicated elsewhere will be rejected.

### **9) E-REVERSE AUCTION:**

The following methodology for e-Reverse Auction is proposed and submitted for approval of Competent Authority.

- 1) E-reverse auction shall be conducted, at the sole discretion of GIPCL.
- 2) To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction
- 3) E-reverse auction will be carried out on N-procure portal on same day after opening of the price bid.
- 4) Lowest three (03) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
- 5) % Price reduction after E-reverse auction will be applicable equally to all the items mentioned in the price bid.

### **10) MODIFICATION & WITHDRAWAL OF BID**

- 10.1 The Bidder may modify or withdraw its bid prior to the deadline prescribed for submission of bids.
- 10.2 No Bid shall be modified subsequent to the deadline for submission of Bids.

- 10.3 No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

## **11) POLICY FOR BIDS UNDER CONSIDERATION**

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

## **12) EFFECT & VALIDITY OF BID**

- 12.1 The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date Bid submission.
- 12.2 In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- 12.3 The submission of any Bid connected with these 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.

## **13) OPENING OF BIDS**

- 13.1 The GIPCL will open the pre-qualification/Technical Bid/price bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.
- 13.2 Preliminary Examination
- 5.2.1 The Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 5.2.2 Arithmetical errors will be rectified on the following basis:
- (b) 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.
  - (c) 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.

## **14) EVALUATION & COMPARISON OF BIDS**

### **A: GENERAL**

- 14.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 14.2 The Technical Bids will be examined and will be classified into two categories (viz.)
  - (a) Bids which are acceptable as they are or which with some modifications can be made acceptable.
  - (b) Bids which are completely unsuitable and which cannot be made acceptable by modifications. These Bids will be rejected.
- 14.3 Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.
- 14.4 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the bid will be rejected.
- 14.5 The comparison of all the Bids shall be carried out with reference to similar 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.
- 14.6 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 as 2% above PLR of SBI.
- 14.7 A bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the bid documents without any material deviation or reservation.
- 14.8 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.

## **15) RIGHT OF REJECTION OF TENDERS**

- 15.1 GIPCL reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders regarding the same.
- 15.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset itself.
- 15.3 GIPCL reserves the right to debar any bidder from participation in future bids if such bidder has quoted an abnormally low rate in the bid document/price bid.

## **16) AWARD OF CONTRACT**

- 16.1 GIPCL will award the contract to the bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and

documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

- 16.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

## **17) CONTRACT PERIOD**

- 17.1 The contract will be for a period of 20 Months from the “date of issue of LOI or work order which ever is earlier “ (**‘Contract Period’**).
- 17.2 GIPCL reserves the right to extend the Contract Period for up-to 3 months on the same rate terms and conditions without escalation and without entering into any new contract.

## **18) CONTRACT PERFORMANCE GUARANTEE (SD)**

- 18.1 The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) including GST as security for the due performance of the Bidder’s obligations.

- 18.2 The said SD shall be submitted in the form of a Bank Guarantee as per ANNEXURE-H attached herewith and the same shall be obtained by the Bidder in favor of the GIPCL within 21 days from the date of Letter of Intent (LOI)/Work order/Contract whichever is earlier from

(A) A nationalized/govt. bank, or

(B) Any one of following Private. Banks:

ICICI bank,  
IDBI bank,  
Axis bank,  
Kalupur Co-op bank,  
HDFC bank

(C) Commercial Bank

Kotak Mahindra Bank,  
Ratnakar Bank,  
Indusind bank,  
Karur Bank,  
DCB Bank,  
ING Vyasya bank.

(D) Cooperative banks

Kalupur Commercial Bank Ltd,  
Rajkot Nagrik Sahkari Bank Ltd,  
Ahmedabad Mercantile Co-operative bank limited,  
Mehsana Urban Co-Operative bank Ltd,  
Nutan Nagrik Sahkari Bank Ltd.

The SD amount shall be equal to Ten percent (10%) of the 'Contract Price' (excluding GST) and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications.

- 18.3 The SD/guarantee shall be valid for the entire period of the 'Contract' and claim period of SD/BG shall be up to 6 months from the date of completion of contract.

18.4 However any delay in submission of initial SD will entitle the Company to cancel the contract /will result in equivalent late release of entire SD after SD retention period. i.e. the duration of the validity of the SD shall be extended by the number of days by which the Bidder delays in submitting the SD.

18.5 The amount of SD/Performance Guarantee will be returned to the Vendor/Bidder without any interest at the end of the 'Guarantee Period' subject to and after deduction of any amounts duly recoverable by the GIPCL hereunder.

#### **Performance Certificate**

18.6 The Contract shall not be considered to be completed until the Performance Certificate has been signed by the OWNER / Engineer and delivered to the CONTRACTOR, stating the date on which the CONTRACTOR completed his obligations to the OWNER / Engineer full satisfaction.

### **19) ASSIGNMENT AND SUB-LETTING**

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

### **20) BIDDER'S OBLIGATIONS**

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

- (i) The Bidder shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Bidder shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iii) At the time of deploying manpower, the Bidder shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iv) The Bidder shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gum boots, and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
  - a) Safety shoes
  - b) Goggles / face shield.
  - c) Ear plug / Ear muff.
  - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves

#### **B: TOOLS & TACKLES AND CONSUMABLES**

- (i) All tools and tackles to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools are in healthy condition. All

consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding electrode, etc. would be in the scope of the Bidder.

Note: the welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T.

- (ii) For proper maintenance of the plant, the Bidder is required to maintain a list of tools & tackles in good working condition at site. The tentative list of such tools & tackles is enclosed as **ANNEXURE-D**. The Bidder should note that this list is not exhaustive and if any additional tools and tackles are required for proper performance of the contract, the same shall also be arranged by the Bidder immediately with no extra cost to GIPCL.
- (iii) Provision of scaffolding material for maintenance work will be in the scope of the Bidder. The scaffolding shall be with pipe and clamps, metallic jallies.
- (iv) Arrangement for lighting at the work spot has to be made by the Bidder. He has to arrange all lighting equipment such as power cable, hand lamps. The Bidder has to take prior approval for taking electrical power supply. The Bidder should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- (v) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- (vi) Insulation scrape materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed at a suitable location as per the instruction of engineer in charge.

## **21) CLEARIFICATION 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 [lcpatel@gipcl.com](mailto:lcpatel@gipcl.com) as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

## **22) TIME SCHEDULE**

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

## **23) UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION**

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

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

- 24) **PAYMENTS** All the payments against the work order shall be in Indian currency and payable through cheque only.

## **SECTION-B**

### **INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

1. Bidders who wish to participate in this tender will have to procure or should have legally valid **Digital Certificate (Class III)** as per Information Technology Act- 2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below

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

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

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

2. To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction

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

### **1. RECOVERY CLAUSE**

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

### **2. 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.

### **3. 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 him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.

#### **4. FAILURE & TERMINATION**

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL"s safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 15% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

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

#### **5. SETTLEMENT OF DISPUTES**

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- 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.

#### **6. INTERPRETATION OF CLAUSE**

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

#### **7. EMPLOYEE'S COMPENSATION INSURANCE**

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this

contract. The E. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL. EC policy should cover the specified contract period.

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers as per clause no. 35 herein under.

## **8. STATUTORY REQUIREMENTS**

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

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Employees Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
  - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
  - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
  - 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the
  - 3.4. 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.
  - 3.5. 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 & Admn.Dept.
  - 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

- 3.7. The Contractor shall be responsible for payment of overtime wages to his Employees, 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 Employees Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his Employees / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employees"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 Employees or the heirs of Employees puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Employees"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 or before 7 th of every month, in presence of representative of the company. He will submit above with ECR 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/Annual medical checkup of his Employees as per applicable laws and as per GIPCL guideline.
- 3.16 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
- 3.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.
- 3.18 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
- 3.19

4. .

5. Contractor shall have to insure his Employees /supervisors etc. under Group Insurance scheme.
6. 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.
7. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
8. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
9. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
10. The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his Employees employed by him as per applicable laws.

The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

#### **b. LEGAL ASPECTS**

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

## **9. PAYMENT OF WAGES**

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

## **10. ACCIDENT TO WORKMEN**

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

## **12. NIGHT/SUNDAY/HOLIDAY SHIFT**

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

## **13. SAFETY ASPECT**

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

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

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

satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Plant for the work.

## **14. GENERAL SAFETY CLAUSES:**

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines

- premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment („PPE“).
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen 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 SLPP 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. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
  10. The Contractor shall nominate one Safety Officer for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during work. He has to ensure that all the workmen working at site are equipped with essential PPE“s and proper safety arrangement is made at the SLPP site.
  11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
  12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.

13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles” PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. No loose connection / joints allowed in electrical cables during performance of any kind of job.
19. Safety shoes to be issued to female employees also.
20. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
21. The Contractor”s nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
22. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-  
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work -	<input type="checkbox"/> Rs. 500 /- per instant. <ul style="list-style-type: none"> <li>• After three</li> </ul>



		workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	<p>incidence, Per incidence Rs. 2500/-</p> <ul style="list-style-type: none"> <li>Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.</li> </ul>
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	<p>Suspend the entry gate pass for one week.</p> <p><input type="checkbox"/> After two suspensions his gate pass will be cancelled.</p>

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

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



## **15. REJECTION OF WORK:**

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

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

## **16. FACILITIES TO BE PROVIDED BY GIPCL**

- (i) The Company shall provide the following facilities to the Bidder at the site:
  - A. Electricity & water at nearest available one point, free of cost. Further distribution to be done by Bidder at their cost.
  - B. Free space for constructing office & store as decided by GIPCL.
  - C. Hydra shall be provided free of cost subject to availability for loading / unloading only.
  - D. Workshop facility as available at site only.
- (ii) Items to be provided by GIPCL free of cost.
  - A. Steel sections, gratings, PTFE bearings and required fasteners will be supplied by GIPCL.

The Bidder has to collect above items from GIPCL stores/warehouse and shifting arrangement has to be made by Bidder at his own cost. Bidder shall give report/reconciliation of the issue of materials drawn.

Apart from the above, no other facilities shall be provided by the GIPCL. The Bidder shall provide necessary facilities, including accommodation for their staff & labor at his own cost.



## **17. WORK MEASUREMENT/CERTIFICATION**

- 1.1 The Bidder shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should after completion of job. The monthly bill payment shall be released based on the certified reports of the works.
- 1.2 Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.

## **18. 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.

## **19. DEFECT LIABILITY PERIOD**

The Bidder shall guarantee the quality / workmanship of the job done and 6 months from completion of job. If any work is found defective due to poor workmanship, then it shall be rectified free of cost. PBG shall be retain till guarantee period.

## **20. INTERPRETATION CLAUSE**

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of GM (SLPP), GIPCL will be final and binding.

## **21. PENALTY AND RECOVERY**

If the Bidder fails to perform the work up to the satisfaction of Engineer in-charge, Penalty will be imposed to the Bidder.

Following penalty clause will be applicable if the work will not be carries out up to the satisfaction of the Engineer in-charge:

- (i) Any damage caused to the equipment or machinery on account of the negligence on the part of the Bidder or due to any other reasons attributable to the Bidder, shall be recovered by the GIPCL/GIPCL from the Bidder.
- (ii) The ascertainment of the cause of the damage shall be done by the GM (SLPP) and his decision in this regard shall be final.
- (iii) The aforesaid amounts of penalty and damages shall be recoverable from the monthly bills of the Bidder or the SD. If the amount of damages recoverable from the Bidder exceeds the bills and SD amount, then the Bidder shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Bidder for the same.



## **22. TERMINATION**

- A. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the Bidder if any of the following events occur :–
- i. Bidder is adjudged as insolvent.
  - ii. Bidder has abandoned the contract i.e. the Bidder fails to perform the obligations under the contract for a period of One month.
  - iii. Bidder fails to proceed with the work with due diligence as per requirements of the contract.
  - iv. Any of the licenses, permissions or registrations of the Bidder as required under the applicable laws are discontinued/ cancelled or not renewed in time.
  - v. Bidder has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily

The Bidder is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein. The Bidder commits a breach of the contractual terms and conditions.

- B. GIPCL shall give the Bidder a 15 days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
- C. Upon such termination, the outstanding dues of the Bidder shall be settled subject to the amounts recoverable by GIPCL under the contract from the Bidder.
- D. The SD shall be retained till completion of the defect liability period.

## **23. INDEMNITY**

- a. The Bidder 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 Bidder.
- b. In case, in any litigation pertaining to labour employed through Bidder if any direction or order is issued by court at any point of time the Bidder 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 Bidder shall indemnify the GIPCL/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Bidder.

## **24. SETTLEMENT OF DISPUTES**

- a. Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration



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

## **25. GOVERNING LAW AND JURISDICTION**

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

## **26. OTHER CONDITIONS**

- a. Communication equipment like mobile phone is to be provided to site in charge, Any change in communication mode/number is to be intimated in writing to engineer in charge.
- b. Bidder should mobilize all resources for efficient & smooth execution of contract within 15 days from the date of issue of Letter of Intent.
- c. 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. Bidder shall be required to observe these standards while working with GIPCL. Bidder should ensure that his workmen work in accordance with them.

## **27. SUNDAY/HOLIDAY SHIFT/NIGHT SHIFT**

The Bidder shall depute required manpower in Sunday/holidays and in Night Shifts consisting of supervisor, technicians, helpers, other requisite manpower, etc. for any emergency job which may come up.



## **SECTION-D**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1) TIME SCHEDULE FOR BCN 6A/B GALLERY REPLACEMENT WORK :**

- i) Total Dismantling & Erection with all respect has to be done within shortest duration considering round the clock working and weight age for the shortest duration shall be considered for awarding the contract. Party is also required to mention detailed planning along with bar chart in the bid. **(Stoppage of both the conveyor will be considering as starting point for counting of time period.)**
- ii) Erection of complete gallery & fixing of walkway plate along with technological structure, rollers and frames and laying of conveyor belt for final joint for any of one conveyor includes pulling, laying of BCN 6A Or BCN 6B Belt and tensioning of belt, final joint (Belt jointer and joining kit like vulcanizing machine, solutions and compound for joining of belt will be provided by GIPCL) till commissioning / no-load trial run of any one conveyor either BCN 6A or BCN 6B will be considered as the end time for counting time for penalty/incentives.
- iii) Schedule time to complete the above dismantling, erection and commissioning work is 168 hours for first conveyor (either BCN 6A or BCN 6B) and 216 hours for second conveyor.
- iv) Party has to submit complete time schedule (not more than schedule time) for dismantling and erection work of BCN 6A/B Gallery work. Price bid will be evaluated on the basis of estimated time schedule for completing the gallery work and commissioning of either BCN 6A or BCN 6B belt. The Party who has quoted less number of days than schedule time for work completion will be given cost advantage of Rs.2.5 lakh per day at the time of evaluation of bid and schedule time given by Bidder will be applicable for Penalty and incentive calculation
- v) The total contract period shall be 20 months from the date of LOI.

#### **2) INCENTIVE / PENALTY**

This clause is applicable BCN 6A/B last Gallery dismantling, erection and commissioning of conveyor BCN 6/B.

Party has to strictly follow the time period for respective job and as follows:

- i. Stoppage of both the conveyor will be considering as starting point for counting of time period.
- ii. Incentive of Rs. 2,50,000 per day will be given for early completion of work, than scheduled time of 168 Hrs (07 days) for commissioning of first conveyor either



BCN 6A or BCN 6B and 9 days for second conveyor. Moreover the incentive and penalty clause shall be applicable for commissioning / no-load trial run of first conveyor only i.e. either BNC 6A or BCN 6B.

- iii. In the event the Contractor causes undue delay i.e. after the completion of time schedule mentioned by the bidder , penalty of Rs. 5,00,000 per day shall be levied on account of slow execution, insufficient deployment of resources like manpower/tools-tackles/cranes etc. for any reason attributed to him.
- iv. For Partial day, the payment / deduction for Incentive / Penalty shall be done on hourly pro rata basis.
- v. Maximum incentive and penalty amount will be 15% of total contract value (excluding GST). The said penalty amount may be recovered either from the monthly invoices or the Security deposit/Performance Guarantee.

This job shall be carried out in planned manner on the round the clock basis.

### **3) CRANE REQUIREMENT AND IDLE CHARGES**

Considering the criticality of the job, Party has to mobilize the crane to SLPP site and assemble it 3 days before starting of dismantling activity as per shutdown schedule mutually agreed. If GIPCL for any reason after the end of 3<sup>rd</sup> day not able to give shutdown, a nominal crane idle charge of Rs. 50,000/day excluding GST has to be borne by GIPCL.

### **4) CONTRACT PRICE**

The Contract price shall be lumpsum price for design, engineering, procurement, manufacturing, inspection and testing, packing, forwarding, loading, transport and delivery to site including unloading from carriers at site, handling and storage at site, intra site transport, dismantling, fabrication, erection, alignment, welding, shoot blasting, painting, sheeting, testing, commissioning, hiring of cranes, structural and architectural works, maintenance tool, custom duties and all taxes and duties, all insurance and technical requirements till take over as specified in the technical specification.

The Prices shall remain firm except for statutory variations in taxes, duties & other levies for supply. The taxes, duties, cess and any other government levies shall be paid at actual on production of proof subjects to maximum ceiling of amount indicated in the contract, if there is no change in legislation.

The introduction of new taxes/duties/cess and levies etc and the statutory variations in the taxes/duties/cess/levies for the delays beyond the completion schedule shall be to the account of the contractor for the reasons attributable to the Contractor.

#### **Schedule of Lumpsum Price**

- 1.0 The schedule of Lumpsum Prices shall be read in conjunction with the specifications, tender drawings General condition of contract and special condition of the tender documents. All the work shall conform to specifications and the quoted Lumpsum Prices shall be deemed to include all works necessary to achieve this.
- 2.0 It must be clearly understood that the Contract is Lumpsum contract.



- 3.0 Lumpsum prices shall be quoted for all items and they shall be firm. These rates shall include cost of all plant and works, labor, materials, wastage, supervision, insurance, taxes, overheads, profits, etc. and every incidental and contingent cost and charges whatsoever required completing the items of work in all respects and as per specifications.
  - 4.0 Bidders to furnish the Lumpsum Prices for all the applicable items given in schedule of Lumpsum Prices considering supply of all materials is in the scope of bidder.
  - 5.0 Bidder shall be deemed to have allowed in his Lumpsum for the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of works, except for those temporary works for which specific items have been provided in the specification. The Lumpsum Prices shall also be deemed to include cost of any survey works that may be required to be carried out for laying out of all the works involved.
  - 6.0 The rates quoted shall hold good even if the shapes and sizes of members shown on bid drawings are modified during the approval of the final drawings. No extra claims shall be entertained in this regard.
  - 7.0 The price shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handling over the work to the purchaser by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely furnish them. He shall make such provisions in the prices as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work.
  - 8.0 Lumpsum Prices quoted by the Bidder shall include the cost of (a) submission of all the specified number of prints and reproducible and (b) Incorporation of comments given by Owner.
1. **Break-up of Lumpsum work to be carried out in terms of percentage as under for BCN 6A/B gallery including sheeting, painting and all associated works as mentioned in the scope.**

1	Total Lump sum price for the entire scope of work defined in the specification	In Percentage (%)
1.0	Break up of Lump sum price for different activities in % for stage payment.	
1.1	After Approval of Design & Engineering	5%
1.2	After Fabrication of Gallery & its Assembly including painting after SA2 1/2 finish and fitment of sheets on new gallery.	15%
1.3	After Crane reached at site	10%
1.4	After Dismantling	25%
1.5	After Erection	25%



1.6	After successful completion, Commissioning & load trial run in every respect.	20%
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**2. Break-up of Lumpsum work to be carried out in terms of percentage as under for in-situ refurbishment of 04 Nos. galleries of BCN 6A/B including sheeting, painting and all associated works as mentioned in the scope.**

2	Total Lump sum price for the entire scope of work defined in the specification	In Percentage (%)
2.0	<b>Break up of Lump sum price for different activities in % for stage payment.</b>	
2.1	After completion of 5 <sup>th</sup> gallery in every respect which includes Cost of Fabrication, Dismantling, Erection, Cost of Providing & supply, transportation, loading, unloading, fixing of scaffolding pipes, clamps, cost of Paint including supply with application after SA 2 ½ finish, Cost of supply of sheets with installation etc.	20%
2.2	After completion of 6 <sup>th</sup> gallery as per Sr. No. 2.1 of above	20%
2.3	After completion of 7 <sup>th</sup> gallery as per Sr. No. 2.1 of above	20%
2.4	After completion of 8 <sup>th</sup> gallery as per Sr. No. 2.1 of above	20%
2.5	Completion ,Commissioning & trial run	20%

**3. Miscellaneous work including shot blasting with SA 2½, painting and all associated works as mentioned in the scope on prorata metric ton as & when work is executed in every respect including fabrication to erection along with shot blasting and painting.**

**Note:** The above break up is only for general information and to get an idea for stage payments only. This breakup will not be used for evaluating the bids.

**5. TERMS OF PAYMENT**

10% of Ex-work price component as interest free initial advance shall be payable against fulfillment of the following by the contractor.

- Acceptance of the Letter of Award (LOA).
- Submission of an unconditional Bank Guarantee (i.e.10% of total contract price including GST) covering the advance amount in favor of GIPCL. Validity shall be in line with the contract.

The percentage payments specified hereunder for each key phase of the works are so prescribed that money advanced to the CONTRACTOR automatically gets adjusted progressively. All payments shall be on pro-rata tonnage (weight of equipment) basis as mentioned in the Lump sum price breakup except where different stage payments/item wise payments are indicated. Party has to raise the invoice after clearance of each stage from Engineer In-charge.

**A. Conditions of Payment:**



The Bidder shall raise the invoice in duplicate after the completion of stage as per Schedule of Lump-sum Price under Contract Price of above along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment –

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) GST shall be paid along with bills after fulfillment of following terms.
  - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
  - (b) Citing the GST no. and the date of issue of registration certificate on invoices.
  - (c) Bidder shall also mention GSTN Number of GIPCL on Invoices.
  - (d) Claim of GST amount with percentage (%) separately shown on the invoices.
  - (e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iii) At the time of submission of the first monthly RA Bill, the Bidder shall submit a certificate from Engineer-in-charge regarding availability of minimum tools and tackles at site as per list attached in the tender document (i.e. ANNEXURE-D). The Bidder shall also furnish the checklist as per ANNEXURE-M enclosed with the tender document along with the RA bill of respective month.
- (iv) The Bidder along with monthly RA Bill shall submit copy of P.F. Challan, Photo copies of wages register of previous month, photocopies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
- (v) The Bidder shall submit his Final Bill along with "No claim No arbitration certificate" within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Bidder. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
- (vi) The Bidder shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Bidder shall be deemed to be inclusive of all and whatsoever the claims that the Bidder may have from GIPCL. The Bidder shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Bidder shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Bidder in his Final Bill.
- (vii) At the time of return of the Security Deposit, the Bidder shall submit an indemnity bond acknowledging the receipt of all the due amounts and indemnifying GIPCL from and against all claims in that regard.

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



The rates shall be valid for a period of one year or the Contract Period and shall remain unaltered during the entire Contract Period.

Item rates quoted, shall include cost of all consumables,( except free issue materials by GIPCL) labour, supervision, tools & tackles, transport, crane and any such other costs excluding statutory taxes as are not specifically mentioned herein, but may be incurred by the Bidder for the satisfactory and timely completion of the work.

### **C. Deductions from Contract Price**

All costs, charges or expenses payable by the Bidder under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Bidder. Such amount or due may be paid by the Company and the Company shall be entitled to recover the same from the Bidder by deducting the said amounts from the Bidder's RA bills.



## SECTION-E SCHEDULE OF QUANTITIES & PRICE BID ( Part-II )

**DESIGN & ENGINEERING, FABRICATION, ERECTION, DISMANTLING, TESTING & COMMISSIONING OF LAST CONVEYOR GALLERY OF BCN 6A/B AND IN-SITU REFURBISHMENT OF 4 GALLERIES OF BCN 6A/B WITH SAND BLASTING, PAINTING AND SHEET REPLACEMENT.**

Sr. No.	Description of Item	UOM	Qty	Unit Rate in Rs.	Total (Rs.)
1	DESIGN, FABRICATION, ERECTION & DISMANTLING OF BCN-6A/B GALLERY STRUCTURE	LUMPSUM	01	To be filled in e-tender	To be filled in e-tender
2	IN-SITU REFURBISHMENT WORK 04 NOS GALLERY OF BCN 6A/B	LUMPSUM	01	To be filled in e-tender	To be filled in e-tender
3	ANY OTHER MISCELLANEOUS WORK	MT	10	To be filled in e-tender	To be filled in e-tender
<b>Total (Rs.)</b>					To be filled in e-tender
<b>GST @ 18.0%</b>					To be filled in e-tender
<b>Total (Rs.)</b>					To be filled in e-tender

- 1) Party shall quote the Price in Percentage ratio for Sr. No. 1, 2 & 3 of price bid in the range of 40 – 50 %, 40 – 50% and 5 – 10 % respectively of total bid value.
- 2) Refer Sr. No. 1 of above, this ratio is to be maintained strictly while filling the price bid otherwise the bid may be rejected or GIPCL reserves the right to adjust the item wise price as 45%, 45% & 10% respectively by maintaining the total quoted price by the Bidder's.
- 3) The Amount shall be inclusive of loading and unloading at site.
- 4) The amount shall be inclusive of supply and with application of epoxy paint as per scope of work.



- 5) The amount shall be inclusive of supply and fitment of color coated sheet including tax.
- 6) The amount shall be inclusive all tools & tackles, manpower, scaffoldings, cranes etc for completion of the job in every respect.
- 7) The Goods Service Tax shall be paid extra at actual on submission of documents.

## SECTION-F

### LIST OF ANNEXURES & FORMS

Sr. No.	Annexure No.	Description
Mentioned above in SECTION-E	Annexure –A-Part-II	Schedule of Rates-Price bid ( A )
1	Annexure -D	List of Tools and Planks
2	Annexure -F	Bid Form
3	Annexure -G	Performa of bank guarantee for EMD
4	Annexure -H	Performa of bank guarantee for order performance
5	Annexure-I	Proforma of advance payment bank guarantee
6	Annexure -J	Schedule of Deviations
7	Annexure -M	Checklist for Passing of Bill
8	Annexure- P	Declaration Cum Undertaking for safety laws and Regulations Compliance
9	Annexure-Q	Declaration for Contractual Disputes/ Litigations
10	Annexure-S	Letter of Undertaking to be submitted on Non judicial stamp paper
11	Annexure-T	Document submitted for Pre-Qualification
12	Annexure-U	Procedure for making online payment of EMD/SD/Tender Fee



## ANNEXURE-D

### MECHANICAL MAINTENANCE.TENTATIVE TOOL & PLANK LIST.

SL.NO	DESCRIPTION	QUANTITY
1	400 Amp. Welding Rectifier / welding Generator	04 No.
2	400 Amp. Welding Transformer.	03 Nos.
3	Cutting Torch with hose and Regulator having hose length minimum 15 Mtr	5 Sets.
4	Welding cable 40 Mtr length with holder	06 Nos.
5	Earthing cable	06 nos.
6	Supply cable single phase & 3 phase having 40 Mtr Length	06 Nos. Each
7	Piano wire – 100 Mtr.	02 Nos
8	Water Level – 8MM Dia, 50Mtr. Lg.	02 Nos.
5	Steel Tape – 3 Mtr.	3
10	Steel Tape – 30 Mtr.	1
11	D/E Spanner. Complete Set	01 Sets
12	Ring Spanner. Complete Set.	01 Sets
13	Plumbs	02 No.
14	Angle Grinding M/C. (AG – 7 ) & AG-5	03 Nos./ 2 No
15	Pipe Wrench (Small, Big)	02 Nos.
16	Magnetic Drill	02 Nos.
17	D- Shackle (2MT, 5MT, Capacity.)	03 Each.
18	Wire Rope Sling capacity 3&5 MT	05 Each.
15	Mechanical Jack 5MT	01 Each.
20	Sprit Level	02 Nos.
21	Turn Buckle	2
22	Manila Rope (Each 50 Mtr. Long)	3 Bundles
23	Chain Pulley (1 MT) Capacity.	04 Nos..
24	Chain Pulley (2 MT) Capacity.	04 Nos.
25	Chain Pulley (5 MT) Capacity.	02 Nos.



26	Hack Shaw frame with blade	02 Nos.
27	Hand Lamp / Flood light	02 Nos. each
28	Scaffolding material	1 set
25	Chisels	3 No.
30	Torch(Large size)	03 Nos.
31	Line Testers	06 Nos.
32	ELCB for welding machines	08 Nos
33	FBA for cutting torch	10 Nos
34	Trolley for movement of Gas cylinders	03 Nos.

**NOTE:** The list is tentative, however any other tools/ tackles and consumables required for carrying out to complete the job in every respect shall be in the scope of the contractor.

## **ANNEXURE - F**

### **BID FORM**

BID NO.:

From :

To :

M/S GUJARAT INDUSTRIES POWER COMPANY LIMITED  
At & Post – Nani Naroli  
Taluka – Mangrol  
Dist. Surat – 394110

1. I / We, the undersigned, have carefully examined and understood the Bidding Documents. I/We hereby agree for the annual maintenance contract described in the specifications (or such portion thereof as Gujarat Industries Power Company Limited may accept) in conformity with the Specifications and Bidding documents.
  - (a) The total price for the rate contract of equipments specified for Rate contract being ..... (in figures)  
..... (in words)  
.....
  - (b) The equipment will maintained in accordance with the instruction of supplier.
2. In the event our proposal is accepted, we agree to furnish a performance Guarantee in the manner acceptable to Gujarat Industries Power Company Limited, and for the sum equal to 10% of Rate Contract Price (excluding GST) within 21 days of the 'Letter of Intent / Letter of Award'.



**Note:- Please do not mention Price in the Physical Copy of Tender, In blank please write, refer E-Tendering Portal for Price.**



## **ANNEXURE –G**

### **PERFORMA FOR BANK GUARANTEE FOR EMD**

(To be stamped in accordance with Stamp Act)

Ref .....

Bank Guarantee No :.....

Date : .....

Guarantee cover period : From ..... To .....

To,

M/s Gujarat Industries Power Company Limited  
At & Post – Nani Naroli  
Taluka – Mangrol  
Dist. Surat - 394110

Dear Sir,

In accordance with you 'Invitation for Bids' under your Specification No. .... dated. ....  
M/s..... having its Registered / Head  
office at .....  
(hereinafter called the Bidder) wishes to participate in the said bid for .....

As an irrevocable bank guarantee against bid guarantee for an amount of ..... valid for (180) days from ..... is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the ..... Bank at ..... having our Head Office at (Local address) ..... Guarantee and undertake to pay immediately on written demand by Gujarat Industries power Company Limited (here in after called 'Purchaser') (in figures) ..... (in words) ..... without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any

**Contd.....2**



(2)

dispute or difference raised by the Bidder. It shall be conclusive ad enough for enforcement of bank guarantee on the bank if purchaser invokes the bank guarantee stating only that the default has been committed by the bidder, thus far and no further.

This Guarantee shall be irrevocable and shall remain valid upto ..... if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from ..... on whose behalf the guarantee is issued.

In witness of the Bank, through its authorised Officer has set its hand and stamp on this ..... day of ..... 20..... at .....

-----  
(Signature)

-----  
(Name)

Designation with Bank Stamp

Attorney as per Power of

Attorney No .....

Dated .....



## **ANNEXURE-H**

### **PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE** **(To be Stamped in accordance with Stamp Act)**

Ref : .....

Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

Last date for lodgement of claim : .....

To

M/s.GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist.Surat  
Gujarat-394 110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office ..... at ..... (address) ..... (hereinafter referred to as the "BIDDER" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by the BIDDER dated .....valued at .....for (scope of order) .....and the Bidder having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warantee period of ..... Months under the said LOI/Order equivalent to.....(percent) of the said value of the order to the purchaser

Contd....2



(2)

(Name & address of Bank) .....  
 having its Head Office at ..... (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the BIDDER to the extent of (in figures) ..... (in words) ..... as aforesaid at any time upto (days/months/year) \*\*..... without any demur, reservations, contest, recourse or protest and/or without any reference to the BIDDER. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and BIDDER of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the Bidder, thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the BIDDER. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the BIDDER, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between the Purchaser and the BIDDER or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matter aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that the Purchaser may have in relation to the BIDDER's liabilities.

Contd....3



(3)

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. .... and it shall remain in force upto the including ..... unless a written demand to enforce any claim under this Guarantee is lodged with us before expiry date, the Bank will be discharged from its liabilities under this Guarantee. This Guarantee shall be extended from time to time for such period or period as may be desired by the ..... on whose behalf this guarantee has been given.

Dates this ..... day of ..... 20  
at .....

.....  
Signature

Banker's rubber stamp:

Name

Designation with  
Bank stamp:

Attorney as per power of  
Attorney No.

Dated :



## ANNEXURE – I

### **PROFORMA OF ADVANCE PAYMENT BANK GUARANTEE** **(To be Stamped in accordance with Stamp Act)**

Ref : .....

Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

To

M/s.GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist.Surat

**Gujarat-394 110**

Dear Sir,

Sub : Your contract No.....

1. You have entered into a Contract No..... dated ..... with ..... (hereinafter referred to as the "CONTRACTOR" for the ..... of ..... (hereinafter referred to as 'the said equipment') for the price and on the terms and conditions contained in the said Contract.
2. In accordance with the terms of payment of the said Contract, you have agreed to make an advancement payment of Rs..... being 10% of the ex-works price of the equipments on the CONTRACTOR furnishing you with an acceptable Bank Guarantee to be valid till the date of receipt of the equipment covered by your above mentioned Contract. For this purpose, you have agreed to accept our Guarantee.

Contd....2



(2)

3. In consideration thereof, we ..... (Name & address of the Bank) having its Head Office at ..... (herein after referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay you on written demand and without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR the said advance payment of Rs..... on receipt of your intimating that the CONTRACTOR has for any reason failed to comply with any of the terms and conditions of the said Contract and your decision shall be final with respect of the default committed by the CONTRACTOR. It shall be enough and conclusive on the bank if Gujarat Industries Power Company Limited invokes the Bank Guarantee stating only that the default has been committed by the CONTRACTOR, thus far and no further.
4. This Guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to the CONTRACTOR, which shall include, but not be limited to, postponement from time to time of the exercise of any powers vested in you or any right which you may have against the CONTRACTOR and to exercise the same in any manner at any time and either to enforce or forbear to enforce any covenant, contained or implied, in the said Contract or any other course or remedy or security available to you, and we shall not be released from obligations under this Guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving from obligation under this Guarantee.
5. We also agree that you shall be entitled at your option to enforce this Guarantee against us as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to the ` CONTRACTOR's liability in respect of the premises.
6. This Guarantee shall not be affected by any change in the constitution of our Bank or the CONTRACTOR or for any other reason whatsoever.

Contd....3



(3)

7. Notwithstanding anything herein contained, our liability under this Guarantee is restricted to Rs..... and the Guarantee will remain in force upto the including ..... Day of ..... 20..... unless a written demand to enforce any claim under this Guarantee is lodged with us before the above mentioned date, the Bank will be discharged from its liabilities under this guarantee. This Guarantee shall be extended from time to time for such period or periods as may be desired by the CONTRACTOR.

Signature

Name

Designation

Banker's Common Seal

Attorney as per power of  
Attorney No.

Dated :

Note :

1. The stamp papers of appropriate value shall be purchased in the name of the Bank.



## ANNEXURE –J

### SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

All the deviations from the general and technical specifications shall be filled by BIDDER clause by clause in this schedule.

S r · N o	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....



## ANNEXURE-M

### CHECKLIST FOR PASSING THE BILLS (ANNUAL RATE CONTRACT)

For the month of  
:

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

Date :

Signature of Contractor  
with official stamp



### **ANNEXURE- P**

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

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder \

### **ANNEXURE- Q**

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

#### **Declaration for Contractual Disputes/ Litigations**

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder



**ANNEXURE- S**  
**Letter of Undertaking**  
**(To be submitted on Non judicial stamp paper of Rs.100)**

\_\_\_\_\_ (Name of Bidder) intent to participate in the GIPCL N-Procure Tender ID No 377368 for the Work of Design & Engineering, Fabrication, Erection, Dismantling, Testing & Commissioning Of Last Conveyor Gallery Of BCN 6A/B And In-Situ Refurbishment Of 4 Galleries Of BCN6A/B With Sand Blasting, Painting And Sheet Replacement.

\_\_\_\_\_ (Name of OEM) hereby confirm and agree to provide support for Design & Engineering along with Supervision of the Job to be executed against this Tender.

\_\_\_\_\_ (Name of OEM) undertakes responsibility for design & engineering as per Tender Requirement and will submit all design documents directly to GIPCL for review and approval. Moreover we will provide supervision at various critical stages as required by GIPCL.

All the charges of Design, Engineering & Supervision shall be paid by \_\_\_\_\_ (Name of Bidder).

**Signed and Stamped by,**

**Authorized Signatory for OEM**

**Name:**

**Designation:**

**Contact No:**

**Email ID:**

**Date:**



## **ANNEXURE- T**

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

### **Document submitted for Pre-Qualification**

<b>Qualification criteria No.</b>	<b>Document Reference no. submitted for Eligibility</b>	<b>Remarks</b>
5 a		
5 b		
5 b (i)		
5 b (ii)		
5 b(iii)		
5 c		
5 d 2018-19		
5 d 2017-18		
5 d 2016-17		
5 e		
5 f		
5 g		
5 h		
5 i		
5 j		
5 k		
5 l		
5 m		
5 n		
5 o		



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

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

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

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

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

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

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

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

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

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

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

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

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

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