

GUJARAT INDUSTRIES POWER COMPANY LTD.

(SURAT LIGNITE POWER PLANT)

(4 X 125 MW UNITS)

**TENDER SPECIFICATION FOR CARRYOUT METAL SPRAY(ARC Spray) COATING
ON THE EROSION PRONE WATER WALL TUBES OF UNIT 1 TO 4 CFBC BOILER
DURING ENSUING OVERHAULING YEAR 2021.**

(YEAR – 2021-22)

TENDER NO. : SLPP/BLR/METAL SPRAY/ARC/21-22

ADDRESS:

GUJARAT INDUSTRIES POWER CO. LTD.,

(SURAT LIGNITE POWER PLANT)

AT & POST : NANI NAROLI

TALUKA : MANGROL

DIST : SURAT

PIN : 394 112 (GUJARAT)

PHONE : EPABX (02629) 261063 TO 261072

FAX NO : 02629-261080

TENDER NOTICE (NIT)

TENDER NO. : SLPP/BLR/METAL SPRAY/ARC/21-22

Tender for carryout Metal spray coating (ARC Spray) on the erosion prone water wall tubes of Unit 1 to 4 CFBC Boiler during ensuing overhauling year 2021-22.

Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat (Gujarat).
Quantity	The successful lowest bidder will be awarded this contract, involving total quantities of various items.
Period of Contract	One year from the date of issue of work order.
EMD	Rs. 41,000.00 (Rupees Forty One Thousand Only) by Demand Draft payable at Mosali (Surat) or Motamiya-Mangrol or Nani Naroli or Surat. In case of Bank Guarantee, the BG shall be in favour of GIPCL from approved Banks mentioned in this tender.
Tender fee	2950.00 favour to GIPCL SBI, Nani Naroli
Availability of online Tender document	On website: http://gipcl.com & https://gipcl.nprocure.com
Downloading of online tender document from websites	24/06/2021 08:30 on wards
Last date of online submission of offer	14/07/2021 up to 17:30 hrs. on website- https://gipcl.nprocure.com
Submission of EMD, Tender fee and other supporting documents for prequalification bid in physical form	On or before 14/07/2021 up to 17:30 hrs during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders.

NOTES:

1. Amendment / corrigendum of the tender document, the 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 of bid submission.
2. GIPCL reserves the right to reject any or all the tenders or split the work among the bidders without assigning any reason thereof.

3. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document. The conditional tender will not be entertained and shall be liable for outright rejection.
4. The bidders are required to submit their bids online through the website <https://gipcl.nprocure.com>
5. The EMD, Tender fee & other documents to be submitted in physical form as mentioned above would be deposited at the following address:-

Shri N. K. Singh
General Manager - SLPP
GUJARAT INDUSTRIES POWER COMPANY LTD.
(Surat Lignite Power Plant)
At & Post: Nani Naroli,
Ta.: Mangrol, Dist.: Surat,
Pin – 394 112 (Gujarat)
Phone: EPABX (02629) 261063 to 261072
Fax No.: 02629-261080

GUJARAT INDUSTRIES POWER COMPANY LIMITED

SURAT LIGNITE POWER PLANT

SUB : Tender for carryout Metal spray (ARC Spray)coating on the erosion prone water wall tubes of Unit 1 to 4 CFBC Boiler during ensuing overhauling year 2021.

SECTION-A

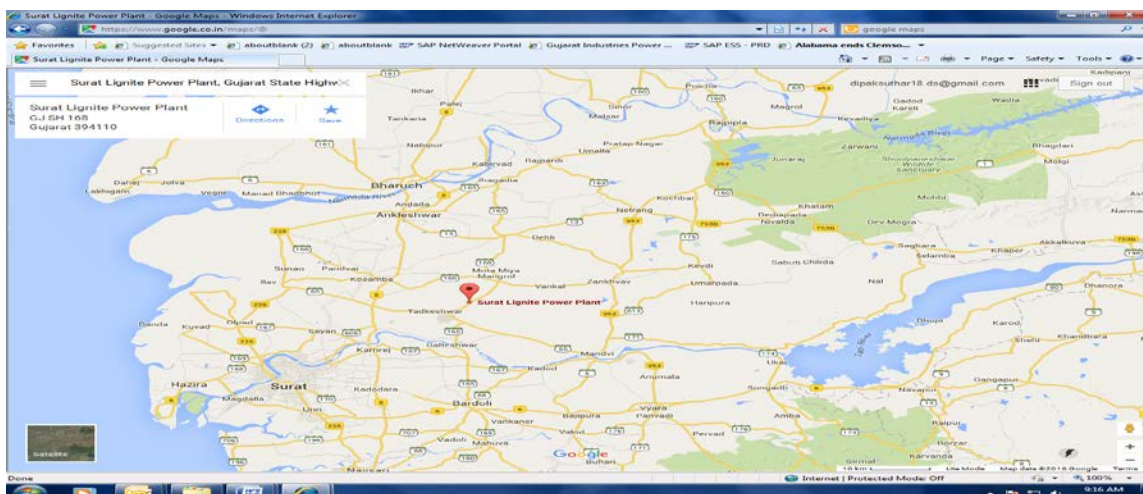
INSTRUCTIONS TO BIDDERS

1. PROJECT 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 810 MW and 5 MW Solar Power Plant. 112.4 MW Wind Energy Farm Project is commissioned. GIPCL has commissioned 1MWp Distributed Solar Power Projects each at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. GIPCL has successfully commissioned 80 MW and 75MW at Gujarat Solar Park, Charanka, Dist. Patan.

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

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



The Company is desirous of entering in to contract to carry out Metal Spray (ARC spray) Coating on the erosion prone water wall tubes of Unit-1 to 4 CFBC boilers during ensuing overhauling year 2021 and is therefore inviting tenders online from experienced contractors.

2. DETAIL SCOPE OF WORK

This job is to be carried out during the annual shut down of all four boilers in the year 2021. Four independent mobilizations shall be done in each boiler.

Surface to be coated: CFBC Boiler Combustor water wall tube material – SA209 T1, Size: OD – 57.00 mm and 8.00 mm thick.

2.1 -----NIL-----

2.2 Electric Wire ARC Spray Coating:-

Combustor tube material – SA209 T1, Size: OD – 57.00 mm and 8.00 mm thick.

2.2.1 Material supply and application:

Main scope of work under this tender includes supply of materials, mobilization of tool & tackles, manpower and in-situ application of electric twin wire arc spray in accordance with the quality assurance procedure. Coating to be carried out by cored wire shall give excellent corrosion & erosion resistance at elevated temperature with good heat conductivity. This arc spray is to be applied on combustor roof tubes in over head position as well as on side wall tubes.

Composition of wire for ARC spray coating shall be either type-1 or type-2 or as suggested by vendor.

Type-1	
Compositions	Percentage (%)
Chromium	26 %
Boron	5 %
Tungsten	5 %
Carbon	2 %
Molybdenum	4 %
Silicon	3 %
Manganese	4 %
Iron	Balance

Type-2	
Compositions	Percentage (%)
Carbon (C)	< 5 %
Boron (B)	< 5 %
Chromium (Cr)	< 15 %
Nickel (Ni)	< 10 %
Niobium (Nb)	< 15 %
Other	< 2 %
Iron	Balance

In addition to above party may suggest their own wire composition which shall fulfil our requirement pertains to withstanding hardness at elevated temperature of 900 Deg. Centigrade for the period of two years and it should not pill-off during guarantee period of two years also. Party should stand guarantee for the period of two years for the Wire composition, they have opted for. In short ARC spray coating shall match with all the qualities as specified under clause no. 2.2.2 & 2.2.3 of this tender specification.

Party shall furnish material datasheet with chemical composition detail to establish the material quality. Further, Party shall furnish the material test certificate from supplier.

2.2.2 Party to follow following procedure at site:

Party shall mobilize all Consumables, machinery, special tools& tackles, skilled technicians and other man power to site well in advance.

- ❖ **Surface preparation:** In this stage remove the worn out tube particles, corrosive media particles and loose scale particles with high velocity alumina grit blasting to judge the adherence of the coating on Boiler tube material.
- ❖ **Coating application:** This stage involves coating the Boiler tube with suitable twin wire arc spray .Coating shall be performed in specified patterns to enable complete homogeneity and ensure surface adherence. This coating shall be tested at various stages of application to ensure uniformity in thickness.
- ❖ **Coating Thickness:** Minimum coating thickness to be coated shall be 500microns and max. Thickness upto1000microns.

2.2.3 Quality Control of ARC Spray coating:-

After application of the ARC spray, following quality parameters to be established:

- ❖ **High hardness**-Coating should achieve hardness level in excess of 55Rc with superior erosion resistance. Erosion resistance is maintained at elevated boiler temperature.
- ❖ **Superior bond strength;** Coating should provide excellent bonding to most metallic substrates.
- ❖ **Wear Resistance:** Coating should provide excellent adhesive, abrasive and erosive wear resistance.
- ❖ **Corrosion Resistance:** Coating should be very high resistance to sulfidation in boilers and provide excellent salt spray test corrosion results and are resistance to alkaline and oxidizing acid environment.
- ❖ Outstanding resistance to cavitations
- ❖ **High temperature performance:** It should maintain good hardness at elevated temperature. The hot hardness provides erosion and corrosion resistance to 1100 deg. Cent.
- ❖ **No heat affected zone:** This thermal arc spray process should not introduce a micro structural changes risking cracking that could propagate into the boiler tube.
- ❖ **Resistance to Thermal cycling;** Thermal arc spray must have high bond strength and excellent corrosion resistance to thermal cycling from room temperature to 1100 deg. Cent.

the vendor shall submit test certificate with all the tested samples of Procedure Qualification and equal number of fresh specimens for testing at GIPCL. All specimens shall be of Carbon steel base materials.

\$ The parent material adjacent to coating area shall be masked properly so that the coating area alone is exposed.

2.3 Extra attention to be given by contractor:-

During annual shutdown time many major jobs shall be scheduled other than the metal spray work. For Metal spray work GIPCL will not guarantee availability of ID fans, as shut down job taken on this system also. Party to make their own arrangement for their comfort level to work continuously inside the combustor. They should clearly indicate in their bid how they are ensuring continuous working environment without ID fans during metal spray application work. Max. Efforts shall be put for ensuring ID fans availability.

Contractor should schedule the job based on four to five man crew working in two (12 hours) shift in a day. They have to furnish in the bid **number of crews and machines** they are going to deploy to site to complete the job with in time schedule given in clause completion period below. They should bring sufficient extra equipments and spares to avoid interruptions of work and to ensure healthiness of their equipments for timely completion of work.

- 2.4 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.
- 2.5 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.
- 2.6 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

3. ITEMS/SERVICES TO BE PROVIDED BY GIPCL FREE OF COST

- a. Electrical Supply at one location Distribution shall be done by Bidder.
- b. Compressor air at 6 kg/cm²
- c. Scaffolding for carrying out works wherever required.

Contractor has to arrange required Oxygen, Nitrogen and Aluminium oxide grit for blasting on their own. Purity of these materials/gases shall be properly maintained by successful bidder.

Bidder should indicate quantity of all the above materials/gases required for completing the job in advance after award of contract.

4. GENERAL INSTRUCTIONS

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Bidder has to quote for all four units. Bids received for only one unit shall not be considered.
- 4.6 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.
- 4.7 The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- 4.8 The tender documents shall not be transferable.
- 4.9 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.
- 4.10 Conditional offers shall be rejected at the outset.
- 4.11 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.
- 4.12 A Pre Bid meeting will be organized by the Company before the last date for submission of bids at GIPCL - SLPP. Bidders or his authorized representative should attend the pre-bid meeting. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 4.13 During evaluation of bids the Company may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 4.14 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.

- 4.15 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.
- 4.16 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.
- 4.17 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.
- 4.18 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 4.19 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- 4.20 The Company reserves the right to opt for e-Reverse Auction of the subject work.
- 4.21 To participate in e-Reverse Auction, bidders have to register on nProcure's e-Auction Portal: <https://e-auction.nprocure.com>.
- 4.22 After e-Reverse Auction process, L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.

5. VENDOR ELIGIBILITY CRITERIA:

1. Bidders shall have executed work order for ARC/HVOF Spray coating in CFBC/PF boiler in last five years. Also, Bidder shall have executed at least one work order for ARC/HVOF Spray Coating in CFBC boiler in last five years (i.e 2016-17, 2017-18, 2018-19, 2019-20, 2020-21).
2. Bidder should possess the minimum three years of experience during last five years (i.e 2016-17, 2017-18, 2018-19, 2019-20, 2020-21) in similar nature of job like Metal spray work with ARC/HVOF Spray Coating process and should enclosed the proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
3. Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder for during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

The experience should be either of the following:

For ARC Spray process:

a. One similar completed work each costing not less than the amount equal to Rs 38.66 Lakh

OR

b. Two similar completed work each costing not less than the amount equal to Rs 24.16 Lakh.

OR

c. Three similar completed work each costing not less than the amount equal to Rs 19.33 Lakh.

4. Contractor has to submit satisfactory performance certificate from the client for ARC/HVOF spray coating.
5. Tender fee: The tender fee shall be accompanied in form of RTGS.
6. EMD: The EMD shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank.
7. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
8. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted.
9. Bidder should have average annual turnover of 14.50 Lacs (during last three financial years (2017-18, 2018-19,2019-20). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.
10. The bidder has to submit INCOME TAX Permanent Account Number (PAN) and GST number of the firm. Copy of the same to be submitted.
11. The net worth of the bidder as on 31.03.2020 should be positive as evidenced from audited accounts.
12. In case Bidder is Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
13. Bidder shall have to submit the Annexure for "Declaration for Contractual Litigations"
14. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure/Form attached.

ADDITIONAL PRE QUALIFICATION CRITERIA

3. 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.

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

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**

- 7.1. The Bidder shall deposit earnest money ('**EMD**') of Rs. 41,000.00 (Rupees Forty One Thousand Only) along with the bid. The EMD and tender fee shall be submitted through RTGS/ in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. only 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 (Except :YESBANK)	Surat

Demand draft against tender fee in favour of GIPCL payable at state bank of India, Nani Naroli Branch Only.

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

(a) All Nationalized Bank including the public sector Bank or Private sector Bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or

(b) Commercial Bank (Kotak Mahindra Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or

(c) 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.

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

BANK NAME:- XXXXXXXXXX

BRANCH:- XXXXX

IFSC CODE:- XXXXX

BENEFICIARY NAME: Gujarat Industries Power Company Limited

AIC No.- XXXXXXXXXXXXX

7.3. In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date set for opening of the bids.

7.4. The EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.

7.5. The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalised.

7.6. Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL as per the following scheduled date.

7.7. No interest shall be payable on EMD.

7.8. The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

8. SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents to be submitted in physical form within three working days after due date of closing of the tender	Address for Submission: GENERAL MANAGER - SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 112, Gujarat Phone : 02629-261063 (10 lines) Fax :02629-261080
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9. SUBMISSION OF BID

A: MODE OF SUBMISSION

The bids shall be submitted online at the **(n) Procure** within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

- (a) Pre Qualification and Techno-commercial bid without price
- (b) Price bid

Note: Note: Tender fee and EMD to be submitted in physical form within three working days after due date of closing of the tender without fail. Bid received after three working days after due date is liable to be ignored.

- User ID for e-reverse Auction
- *To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.*

(a) Pre Qualification and Techno-commercial bid without price

- The tender document duly signed in all pages without price bid along with techno-commercial deviations, if any shall accompany the bid. The following Information shall be provided in the techno commercial bid:
 1. Eligibility criteria duly filled in Annexure-I.
 2. Qualification and experience of site in charge, supervisors and engineers.
 3. Schedule of deviation **(Annexure- J)** Technical as well as commercial, if any.
 4. Electrical arc spray standard procedure followed by the party.
 6. Electrical Arc wire technical specification.
 7. Proof of experience meeting the minimum eligibility criteria
 8. Performance certificate issued by clients.
 9. Previous work order copies.

(b) Price Bid

1. **Price bid shall be submitted only in soft form through (n) procure system.**

Note: Estimated rates includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, safety & statutory compliances, mobilization, contingency expenditure and supervision charges etc.

2. GST/any other taxes & duties shall be paid extra at actual as per prevailing rate as declared by central government on submission of documentary evidence. Taxes & Duties shall be quoted separately if applicable.

3. 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.

The prices quoted are firm throughout the contract period and will not subject to any variation whatsoever.

Last Date of submission of Bids: Bids shall be submitted on or before 14/07/2021 by 17:30 PM.

(c) **E-Reverse Auction:**

In (n) Procure system provision may be made ARC process for reverse Auction.

1. For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders (L1 to L3) will be invited.
2. L1 value will be declared through n-Procure's e-Auction Portal: <https://eauction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
3. Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse Bid.
4. Duration for the e-Reverse auction will be 30 Minutes with provision of extension for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry by the participating Bidders.

NOTE:

1. **Final quantity to be awarded shall be decided by GIPCL at the time of award of contract.**
2. **Payment shall be made based on actual quantity executed.**

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 authorised partners or other authorised representative(s). A certified copy of the power of attorney authorising such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorised to Bid on behalf of such Corporation/Company in

the matter. A certified copy of the board resolution/power of attorney authorising 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 initialled by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing may be disqualified.

10. 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.

11. INFORMATION REQUIRED WITH THE BID

Bidder should clearly indicate along with details called for in the bid, the plants where he has undertaken similar work as also certificates from clients.

12. MODIFICATION & WITHDRAWAL OF BID

- 12.1 The Bidder may modify or withdraw its bid prior to the deadline prescribed for submission of bids.
- 12.2 No Bid shall be modified subsequent to the deadline for submission of Bids.
- 12.3 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.

13. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
- b. While the Bids are under consideration, Bidders and I 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.

14. EFFECT AND VALIDITY OF THE BID

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

15. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the 'Works' 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 of any part, he shall get clarified during techno-commercial discussion.

16. OPENING OF BIDS

- 16.1 Technical Bid/price bid, will be opened by the authorised officers of GIPCL.
- 16.2 Preliminary Examination
- 16.3 The owner 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.
- 16.4 Arithmetical errors will be rectified on the following basis,
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
 - (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

17. EVALUATION & COMPARISON OF BIDS

A: GENERAL

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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.
- 17.6. 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.
 - 17.7. 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.
 - 17.8. 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.
 - 17.9. In the event of item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest workable rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

18. RIGHT OF REJECTION OF TENDERS

- 18.1. 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.
- 18.2. Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset itself.
- 18.3. GIPCL reserves the right to split the scope & quantity to more than one agency among the bidders.
- 18.4. 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.

19. AWARD OF CONTRACT

- 19.1. 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.
- 19.2. 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.
- 19.3. GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 19.3. GIPCL reserves the right to split the contract quantity between vendors.

20. PERIOD OF CONTRACT:

- 21.1 The Contract period will be for the period of **one year** from the date of actual commencement of operation of the contract as stated in the work order.
- 21.2 GIPCL reserve the right to extend the contract duration for the period of 3 months at same rates and terms& conditions of the contract without any price escalation and entering into any new contract.
- 21.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

21. Time schedule/Completion Period

Timely completion of the job within the scheduled time is most essence of this contract.

Max. time of completion is 3.0 hrs. / sq. meter after clearance given from GIPCL Engineer In-charge.

Hence bidder should furnish the details of machines, material and manpower they are going to deploy and how they are ensuring the completion of above quantity of job within above time frame.

During shut down many agencies are working at site, hence contractor shall properly co-ordinate with other agencies and complete their job.

In case of delay in executing the contract by contractor, GIPCL reserves the right to engage another contractor and complete the balance job at the risk and cost of the contractor.

Contractor should submit their field quality plan to EIC before starting the work. Contractor should submit the complete bar chart with applicable machine and manpower to establish how they are going to complete the job within scheduled time.

23. ASSIGNMENT AND SUB-LETTING

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

24. GUARANTEE PERIOD:

Guarantee period for the product used and workmanship shall be minimum **two years from the date of application of metal spray**. In case of failure of metal spray during the guarantee period, party to repair free of cost at suitable time informed by GIPCL.

25. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower like technician, helper, rigger, welders, cutter, electrician, store keeper etc. to properly complete the job in given time.
- (iii) The Contractor shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes/gum boot
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves/Apron
- (vi) Contractor shall nominate /authorise senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain present at site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In Charge for daily maintenance job. They have to maintain daily job register and duly certified by engineer in charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower on a daily basis. As per the instruction of engineer in charge they have to allot the work and execute the same in specified time.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilise additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilise resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilise sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor.
- (x) Contractor should mobilise sufficient number of manpower and execute the work in two shifts with independent manpower. Contractor should not continue the same manpower more than 12 hours.

B: TOOLS & TACKLES AND CONSUMABLES

- (i) All special equipments like, Metal spray torches/guns, powder feeder, tool and tackles like grit blasting machine, hoses, flow measuring panel required to execute metal spray application work are in scope of contractor. For timely execution of job, the contractor is required to maintain above equipments in good working condition at site. They should maintain sufficient spares for repairing the equipments.
- (ii) All tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding electrode, etc. would be in the scope of the contractor.
Note: the welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T.
- (iii) The failure /defects of equipment due to improper method of maintenance, equipment assembly due to contractor negligence, and the losses will be recovered from contractor's bills.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 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) The Contractor must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles, chemical wastage are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Contractor's cost with penalty and it will be deducted in the bill.
- (vii) 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.
- (viii) It is the responsibility of site incharge to segregate and remove the scrap from site . Work will be certified by E-I/C only after removal of scrap to the scrap yard.

26. Clarification of Bidding Documents

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address Mkvelu@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.

27. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

28. TERMS OF PAYMENT

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

A. Conditions of Payment:-

The contractor shall raise the invoice in duplicate in respect of the work performed or completed along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment for the supply of material shall be made within 30 days and for the work executed shall be made within 21 days thereafter as per the following terms of payment-

1. 100% payment against the work executed duly certified by GIPCL E-I-C and on submission of PBG.
2. GST shall be paid along with bills after fulfillment of following terms:
 - (a) Submission of copy of registration certificate issued by GST (to be furnished only once).
 - (b) Citing the GST no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of service tax of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the Owner in the event its registration certificate is cancelled or discontinued for whatsoever reason.

B. Validity and Uniformity of Rates

The rates shall be valid for the Contract Period 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 and any such other costs excluding statutory taxes as are not specifically mentioned herein, but may be incurred by the contractor for the satisfactory and timely completion of the work.

C. Deductions from Contract Price

All costs, charges or expenses payable by the Contractor 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 Contractor. Such amount or due may be paid by the Company and the Company shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's bills.

29. WORK MEASUREMENT / CERTIFICATION.

1. The work is of specialized nature and the contractor should be fully conversant with modern practices and should be able to carry out Metal Spray application independently. The contractor shall therefore be required to engage qualified / experienced personnel.
2. Contractor supervisor shall co-ordinate with engineer in charge at every stage to ensure quality during metal spray application processes like, surface roughness test after grit blasting, coating thickness testing etc.
3. Ensuring the hardness of metal spray coating min 60HRC to 70 HRC. Suitable sample coupons to be fixed as stated in the tender and establish the hardness.
4. The contractor shall be required to furnish satisfactory job completion report to GIPCL. The contractor shall submit coating thickness report/Hardness report, after completion of work. Payment shall be released based on the certified reports of the works.

30. QUANTITIES

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

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion.

Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

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

SECTION-B
INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- 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
- Tender document is available only in electronic format. Bidders can download free of cost from the (n)Procure portal (www.nprocure.com).
- All Bids Pre-Qualification / Techno-commercial bid (Part-1) and Price Bid (Part-2) shall be submitted Online through the (n)Procure portal (www.nprocure.com). The Part-1 of Bid may be submitted in Physical form also but Part-2 shall be submitted Online only. Physical submission of Price Bid will not be entertained. Also no fax, e-mail, letters will be entertained for the same.
- Following should be submitted 'off-line' in sealed covers separately during dates & time set in 'NIT' at our Office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 110, Gujarat:
 - Tender Fee,
 - EMD,
 - Supporting Documents for Technical Bid
- To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.
- Bidders who wish to participate first time in Online tenders will have to register their firm at GIPCL-SLPP by applying for registration through 'Vendor registration option' available in the website - <http://etender.gipcl.com/> at least before five (5) working days from the due date set for Online Bid participation. GIPCL will not be held responsible in case of late

submission for Vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create 'Vendor Code' which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

REVERSE AUCTION

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in eReverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the eReverse Auction.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:
(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

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

SECTION-C

GENERAL CONDITION OF CONTRACT

1. CONTRACT PERFORMANCE GUARANTEE (SD)

- 1.1. The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations.
- 1.2. 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 favour of the Owner within 21 days from the date of Letter of Intent (LOI)/Work order/Contract whichever is earlier from
- (A.) A nationalised/govt. bank, or
 - (B) Any one of following Private. Banks:
 - ICICI bank,
 - IDBI bank,
 - Axis bank,
 - Kalapur 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
 - Kalapur 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 "contract price" (excluding Service tax) and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. To Safeguard contract abandonment, Successful bidder's EMD to be converted to Contract SD.

- 1.3. **The performance guarantee shall be valid for the period of 24 months from the completion date of application of metal spray and claim period of BG shall be up to 3 months from completion of Guarantee period. If claim period is not given by the bank, BG should be valid for Guarantee period plus three months. The Guarantee amount shall be payable to the Owner in Bidder's home currency without any condition whatsoever.**
- 1.4. 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.

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

2. LD CLAUSE:-

In case of failure to adhere to the time schedule by the contractor penalty will be levied at the discretion of GIPCL- Engineer in charge considering extent of delay in particular job. LD @ 0.5% of executed contract value per hour for the delayed job shall be deducted from the contractor's bill subject to a maximum of 10% of the value. L.D shall be levied unit wise.

3. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer in Charge regarding the amount of recovery shall be final and binding. However the amount shall be restricted to 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of GIPCL's Engineer (I/c) within the time frame given. GIPCL shall get the work done by third party at the risk & cost of contractor.

4. DEDUCTIONS FROM CONTRACT PRICE

All costs, charges or expenses which GIPCL may have paid for which, under the contract the contractor are liable, will be claimed by GIPCL. All such claims shall be paid by the contractor within 15 days failing which the same shall be deducted from the contractor's bills.

5. TERMINATION OF CONTRACT BY GIPCL

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

In case if contractor's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (OHSAS policy of GIPCL) then GIPCL has right to terminate the contract at any time by giving him 7 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 7 days advance notice to the contractor if any of the following events occur –

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

6. FAILURE & TERMINATION

If the CONTRACTOR after receipt of written notice from the GIPCU ENGINEER requiring compliance, with such further drawings and I 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 GIPCUENGINEER 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 I ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

7. 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 according to the provisions of Indian Arbitration Act, 1996. The place of arbitration shall be at Surat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

8. INTERPRETATION OF CLAUSE

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

9. EMPLOYEE'S COMPENSATION INSURANCE

The contractor shall take all risk Insurance Policy to cover all his workmen, staff applicable under the Workmen Compensation Act 1923 or any amendment thereof also insurance cover for third party liability. The contractor shall keep GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The W. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL-site. EC policy should cover the specified contract period. Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.

10. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

11. STATUTORY REQUIREMENT:

a. COMPLIANCE OF LABOUR LAWS

The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (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 Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
 - 2.1 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 persons engaged by the Contractor for the performance of the obligations and works under the contract shall be his workmen only.
 - 2.2 The contractor shall have a valid labour license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same

- to GIPCL before commencement of work failing which GIPCL may terminate the contract at its sole discretion.
- 2.3 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, 1952 and remit contributions in respect of the workmen employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL may pay the same and GIPCL will recover the amounts so paid by it from the outstanding amounts payable by it to the Contractor. PF code of Gujarat region should be taken.
 - 2.4 The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
 - 2.5 The Contractor shall also submit periodical reports/returns to the various statutory authorities under the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. under intimation to HR&Admn.Dept. of GIPCL.
 - 2.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 2.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - 2.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 2.9. The Contractor shall in the event any of his workmen I employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
 - 2.10. 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. 2.11. The Contractor shall not engage I employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - 2.12. GIPCL will have right to deduct and disburse the claims of the individual parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
 - 2.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.

- 2.14. The Contractor shall provide Safety items I kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules I regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17. 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. 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.
- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19. 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.
- 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22. 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.
- 2.23. 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.
- 2.24. Annual Health Check Up:- As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act

3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GI PCL and carry match box I 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.

12. 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.

13. 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 I 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.

14. LIGHTING

Necessary illumination at works area will be provided by GIPCL.

15. SUNDAY/HOLIDAY SHIFT/NIGHT SHIFT.

The contractor shall depute required manpower in Sunday/holidays and in nights consisting of supervisor, technicians, helpers etc. for any emergency job which may come up.

16. 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 Dept. will inform to Safety Dept., as & when such tools and tackles brought at the gate for making entry in the maintenance site.

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

17. GENERAL SAFETY CLAUSE

1. The Contractor shall observe and comply, with regard to his employees working at the SLPP site, the safety norms as per the safety operating standards
2. The Contractor shall ensure that his employees are informed and trained regarding the safety standards to be adopted while operating within the SLPP premises and the Contractor shall brief them regarding the same and regarding the use of the personal protective equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workers immediately after execution of the contract and the Contractor shall ensure that his workmen wear the protective equipment at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as:-

Helmet:			
SrNo	Model	Company	Specifications
1	Tough Hat, HP-TH	Sure Safety	IS : 2925- 1984, ANSI/ISEA Z89.1- 2009
2	V-Gard	MSA	
3	PN 521 - Shelmet	Karam	
Safety shoes :			
SrNo	Model	Company	Specifications
1	Acme Fabrik plast Co.	SSTEELE (Strom)- Double Density	IS: 15298-2011
2	Acme Fabrik plast Co.	TRIMAX(Adjacent) -Double Density	
3	Worktoes Warren	Worktoes - Warren Plus	

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes 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 IS 15298- 2002 make.
5. It is duty of contractor to ensure that his workers 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 with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at 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 in the 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 GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
15. All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e. welding m/c, grinding and drill m/c etc. may be checked by the electrical engineer of the contractors regularly, every 6 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 milliampere on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows :-
The Contractor & Contract workmen shall strictly adhere to Safety standards /Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C 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	Work Instruction Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work – workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without incidence ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV /Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> Rs. 500/- per instant After three incidence. Per incidence Rs. 2500/-. Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters.	
		Working without permit 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.	<ul style="list-style-type: none"> Suspend the entry gate pass for one week. After two suspensions his gat pass will be cancelled

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 I honored on National safety day.

18. **GENERAL TERMS AND CONDITION OF THE CONTRACT:**

- All special tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste etc. would be in the scope of the contractor.

2. If any equipment or part are found damaged due to negligent / faulty process cost of such damages shall be recovered from the contractor's monthly bill/retention money/security deposit.
3. Contractor shall nominate /authorize a person in writing as site in charge to co-ordinate with GIPCL engineer and should bear overall responsibility of contract. Such person shall function from site office of contractor at SLPP. Site in charge have relevant experience and he should be able to handle site independently. Contractor has to submit the documentary proof for the same.
4. The decision of the engineer in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
5. 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.
6. GIPCL is reserves right to cancel the tender without any reason, it is only discretion of GIPCL.
7. Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
8. Contractor has to depute one electrician to make lighting connection, welding machine & grinder machine connection etc. from the supply point. Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower.
9. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost...
10. During working in high risk area the workman must wear a suitable safety apron, safety hand gloves and goggles. It is a supervisor's responsibility to ensure it without failure.
11. All the generated scrap, cotton waste, tools and tackles are to be removed from the site immediately and ensure cleaning of the site. Also these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge.
12. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets, safety belts, ear plug/muff, nose mask etc of standard quality. Failing this the Engineer in Charge is authorised to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations Engineer in Charge may take necessary action against the contractor.
13. Contractor must issue safety helmets (Yellow colour) & safety shoes of reputed make & having ISI mark.
14. It is contractor responsibility to ensure all the workmen using the PPE's as per the safety requirement. Failing this GIPCL will take disciplinary action against workmen & contractor.
15. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001 certified company, and GIPCL gives extremely importance to maintain these global standards. Contractor has to stick to these standards while working with GIPCL.

19. CONTRACTOR'S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handling of jobs of this nature and with the prior approval of the GIPCL I ENGINEER. Such in-charge shall be constantly in attendance at the site during working hours. During CONTRACTOR'S supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the

ENGINEER I GIPCL and shall be received and obeyed by the CONTRACTOR'S superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the ENGINEER IGIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the ENGINEER I GIPCL to him, shall be deemed to have been given to the CONTRACTOR.

The representative of the CONTRACTOR shall have all necessary powers to receive materials from the GI PCL, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution. None of the CONTRACTOR'S Superintendents, engineers, supervisors or labour should be withdrawn from the work without due notice being given to the GIPCL I ENGINEER; further no such withdrawals shall be made if in the opinion of the GIPCL I ENGINEER such withdrawals will jeopardize the required pace of progress I successful completion of the work.

The CONTRACTOR shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GIPCL shall be at liberty to object to and require the CONTRACTOR to remove any person employed by the CONTRACTOR in or about execution of works who in the opinion of the ENGINEER misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GIPCL. Neither the CONTRACTOR and the PURCHASER nor the ENGINEER shall hire or employ any employee of the other party except by mutual consent.

20. CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEANUP.

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities. As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He shall tear down and dispose of all temporary works, shall remove or grade, to the extent directed, all plant and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.

21. FACILITIES TO BE PROVIDED BY GIPCL

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

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

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

22. WORK MEASUREMENT/CERTIFICATION

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor I authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- d. The Contractor shall be required to furnish satisfactory job completion report to GIPCL.
The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- e. Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

23. PUBLIC HOLIDAYS

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

24. FORCE MAJEURE

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

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

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

25. INDEMNITY

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

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

26. GOVERNING LAW AND JURISDICTION

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

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

SECTION –D
SPECIAL CONDITION OF CONTRACT

1. DETAIL SCOPE OF WORK

As per Section- A Clause – 02 Detail Scope of work.

1.1 FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty four hours notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill I any other pending bills along with 1 0% overhead charges. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

1.2 SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
5. The contractor has to arrange JCB, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc

1.3 TO REMEDY DEFECTIVE WORK

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

1. 4 DAILY DIARY AND PROGRESS REPORT:

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

The CONTRACTOR shall provide all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly progress reports. This information shall be provided by contractor at 9:00 hours every Monday, for the preceding week.

2. PRICE & RATES

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

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

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

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

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

3. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE

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

(i) Measurement sheet along with joint record of work done in the form of joint inspection report duly signed by authorized representative of contractor and GIPCL Engineer.

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

4. MOBILIZATION AND EXECUTION

a) Contractor shall mobilize the resources at site within 7 to 15 days from the time the intimation given by GIPCL.

b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc ... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.

c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

5. QUANTITY OF WORK

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

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

6. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract (Section-C) and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same. Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

SECTION-E

SCHEDULE OF RATE

For Supply and Application of ARC coating:

Party to quote for supply of material and application of metal spray considering the scope of work with two year guarantee period from application of metal spray.

PRICE SHEDULE FOR SUPPLY AND APPLICATION

Sr. no.	Description	Unit	Estimated Quantity (A)	Unit Rate in Rs. Per Sq. Mtr (B)	Total cost in Rs. (C = A x B)	GST in % (D)	GST In Rs. E=(DXC)	Total Price In Rs. F=C+E
1	Charges for supply and application of ARC metal Spray Coating inclusive of mobilization with required manpower, tools & tackles.	Sq. mtr.	90					

Note:

1. Price bid shall be submitted in soft form only through (n)procure.

Note: Estimated rates includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, Safety and statutory compliance, mobilization, Contingency expenditure and supervision charges etc.....

2. **E-Reverse Auction:**

In (n) Procure system provision may be made ARC process reverse Auction.

- 2.1 For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders (L1 to L3) will be invited.
- 2.2 L1 value will be declared through n-Procure's e-Auction Portal: <https://eauction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
- 2.3 Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse Bid.
- 2.4 Duration for the e-Reverse auction will be 30 Minutes with provision of extension for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry by the participating Bidders.

3. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. GST shall be quoted separately if applicable.
4. The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
5. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.
6. Payment shall be made on actual quantity executed.

The prices quoted are firm throughout the contract period and will not subject to any variation whatsoever.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

SECTION-F
LIST OF ANNEXURES& FORMS

2.0 ANNEXURE-B

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

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

B. G. No. _____ Date:

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara - 391 346, Gujarat State, India (hereinafter referred to as "The Company/Owner" w h i c h expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns} has entered into a contract with M/s. / has placed a purchase order on M's (hereinafter referred to as "Contractor(s)l Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for on the terms and conditions as set out inter alia, in the Company"s contract No./ P.O.No date and various documents forming part thereof hereinafter referred to as the"said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors.

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

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

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

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

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

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

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

Date

Corporate Seal of the Bank

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

3. ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____ Date: _____

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara - 391 346, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No for -----

----- (hereinafter called "the said tender")to M/s (hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... .. (Rupees only) towards earnest money in lieu of cash.

2. We Bank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only).

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

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of

the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs (Rupees only) and shall remain in force till.
(Date to be filled up shall be 180 days from the date of submission of Bid).

Date

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

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

4. ANNEXURE-F

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick(V) whichever is correct option

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

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

Please Tick ()

OR

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

Please Tick ()

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

5. ANNEXURE –J

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS AND COMMERCIAL TERMS AND CONDITIONS.

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from OWNER's General/ Technical Conditions of this enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER'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

6. ANNEXURE-H

PARTICULARS OF THE BIDDER

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

Company Seal

Signature:_____

Name:_____

Designation:_____

Company:_____

Date:_____

ANNEXURE- I

Eligibility criteria for Metal spray (ARC Spray) coating on the erosion prone water wall tubes of Unit 1, 2, 3 & 4 CFBC Boiler.

Sr. No.	Eligibility Criteria	Year	Rs. In Lacs	Details	Supporting Documents attached.
1	Bidders shall have executed work order for ARC/HVOF spray coating in CFBC/PF boiler in last five years. Also, Bidder shall have executed at least one work order for ARC/HVOF Spray coating in CFBC boiler in last five years (i.e 2016-17, 2017-18, 2018-19, 2019-20, 2020-21).	2016-17			
		2017-18			
		2018-19			
		2019-20			
		2020-21			
2	Bidder should produce evidence of having experience of successfully executed similar works for ARC/HVOF process as defined hereunder during three years out of last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence. The experience should be either of the following: For ARC process: a. One similar completed work each costing not less than the amount equal to Rs 38.66 Lakh Lakh with Tax. OR	2016-17			
		2017-18			
		2018-19			
		2019-20			
		2020-21			

	<p>b. Two similar completed work each costing not less than the amount equal to Rs 24.16 Lakh with Tax.</p> <p style="text-align: center;">OR</p> <p>c. Three similar completed work each costing not less than the amount equal to Rs 19.33 Lakh with Tax.</p>				
3	Contractor has to submit satisfactory performance certificate from the client for ARC/HVOF spray coating separately.				
4	The bidders should have minimum annual turnover of Rs. 14.50 Lakhs for last three financial years.	2017-18			
		2018-19			
		2019-20			
5	The net worth of the bidder as on 31.03.2020 should be positive as evidenced from audited accounts.				
6	Bidder shall furnish Annual audited financial statement (duly verified by the certified chartered accountant) of the company for the years 2017-18, 2018-19 and 2019-20 to demonstrate the financial soundness of the company. The balance Sheet must be in	2017-18			
		2018-19			

	the name of the company who is purchasing the tender document. Any type of MOU for this purpose will not be entertained.	2019-20			
7	Bidder should possess valid PF Number. Bid without proof of the same shall be rejected. PF number shall be from the state of Gujarat only				
8	The contractor should register himself under the Contract Labour Act submit the copy of registration certificate and previous work order copies				
9	Bidder has to submit GST number. Copy of the same to be submitted.				
10	The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copy of the same to be submitted.				
11	Declaration Cum Undertaking for Safety Laws and Regulations Compliance				
12	Declaration for Contractual Disputes/ Litigations				