



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

**SUB: TENDER FOR BI- ANNUAL RATE CONTRACT FOR
FABRICATION AND ERECTION OF STRUCTURE / PIPING
AND OTHER MISCELLANEOUS SERVICES AT GIPCL-
VADODARA PLANT FOR THE YEAR 2021–2023.**

TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23 dt.11.08.2021

**Tender date: 11.08.2021
Tender due date: 03.09.2021**

Dear Sir,

We are pleased to invite offers from eligible, experience and resourceful contractors for
“**BI-ANNUAL RATE CONTRACT FOR FABRICATION & ERECTION OF STRUCTURE /
PIPING AND OTHER MISCELLANEOUS SERVICES AT GIPCL-VADODARA PLANT
FOR A PERIOD OF TWO YEARS i.e. 2021-2023.**”

Enclosed please find following documents for terms & conditions of Tender Inquiry.

- (1) Annexure- A - Details for Submission of Tender.
- (2) Annexure- B - Instruction to bidder.
- (3) Annexure- C - Instruction to bidder for online Tendering.
- (4) Annexure- D - Eligibility Criteria for bidder.
- (5) Annexure- E - Special Conditions & Detail Scope of work of Contract.
- (6) Annexure- F - General Terms & Conditions of the Contract.
- (7) Annexure -G - Deviation Sheet.
- (8) Annexure- H - Declaration for Safety Rules.
 - Declaration for Contractual disputes / Litigations.
 - Format of Bank Guarantee for security deposit.
 - Format of Bank Guarantee for Earnest Money Deposit.
 - Performa Certificate for No claim / No arbitration.
 - Ethics Pact.
- (9) Annexure- I - Schedule of Rates / Quantity for fabrication services.

**YOUR OFFER SHOULD REACH TO US LATEST BY 03.09.2021 ON OR BEFORE 05.30
P.M.**



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23 dt.11.08.2021

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NOTE:

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



**GUJARAT INDUSTRIES POWER COMPANY LIMITED
BARODA**

TENDER NO. Mat.34/MM/FABRICATION ARC/2021-23 dt 11.08.2021

NOTICE INVITING TENDER (NIT)

Name of work	Bi- Annual Rate Contract for fabrication and erection of structure / piping and other miscellaneous services at GIPCL-VADODARA Plant for the year 2021-2023
Place of work	Gujarat Industries Power Company Limited. P.O. Ranoli, Dist: Baroda 391350
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in schedule of quantities & rates.
Contract period	Two years (02 Years)
EMD	Rupees 50,000/- (Rupees Fifty Thousand Only) by way of Demand Draft In favour of GIPCL payable at Baroda OR Bank Guarantee in favour of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Availability of online e-Tender document	On website: https://www.nprocure.com
Last date of online submission of offer	03.09.2021 up to 17:30 PM hrs. on website: https://www.nprocure.com
Estimated cost of Tender as per SOR	Rs. 33,04,870.00 (Excluding GST) (Rupees Thirty Three Lacs Four Thousand Eight Hundred Seventy only)

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc. may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the schedule of quantities & rates and conditions mentioned in the tender document, adhering to scope of work, General terms & conditions and special conditions of contract as well.
4. The Bidders are required to submit their Bids online only through the website **<https://www.nprocure.com>**



5. The EMD & other supporting documents are to be submitted in physical form only at the following address:-

Addl. General Manager (M&C)

M/s. Gujarat Industries Power Company Limited

P.O. Ranoli – 391350,

Dist: Baroda (Gujarat)

Phone Nos.: (Direct) 2234252,

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

PLEASE NOTE THAT PHYSICAL COPY OF THE DOCUMENTS SHOULD REACH TO GIPCL LATEST BY 17.30 PM ON DUE DATE OF TENDER.



**GUJARAT INDUSTRIES POWER CO. LTD
BARODA**

**ANNEXUR- A TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
Dt.11.08.2021**

DETAILS FOR SUBMISSION OF TENDER:

**YOU HAVE TO SUBMIT YOUR OFFER IN TWO PARTS i.e. PART- I
TECHNICAL BID AND PART- II PRICE BID.**

PART- I TECHNICAL BID:

**YOU SHALL HAVE TO SUBMIT PHYSICAL COPY OF FOLLOWING DOCUMENTS
DULY SIGNED & STAMPED TO UNDERSIGN AS A TOKEN OF ACCEPTANCE
ALONGWITH PART- I i.e. TECHNICAL BID OF TENDER.**

- (1) Annexure- B of Tender documents i.e. Instructions to Bidder duly signed & Stamped by you as a token of acceptance.
- (2) Annexure - C of Tender documents i.e. Instruction to bidders for online Tender duly signed & stamped by you as a token of acceptance.
- (3) Annexure- D of Tender documents i.e. Eligibility Criteria for Bidders duly signed & stamped by you as a token of acceptance.
- (4) Annexure - E of Tender documents i.e. Scope of work and Special Conditions of Contract duly signed & stamped by you as a token of acceptance.
- (5) Annexure - F of Tender documents i.e. General Conditions of Contract duly signed & stamped by you as a token of acceptance
- (6) Annexure – G of Tender documents i.e. Deviation Sheet duly signed & stamped by you. (In case of no deviation please submit the same indicating “NO DEVIATION”).
- (7) Annexure - H of Tender documents i.e. Various Declarations, Format of BG etc. duly signed & stamped by you as a token of acceptance
- (8) Annexure – I of Tender documents i.e. **unpriced copy of Schedule of Rates & Quantity duly signed and stamped by you.**
- (9) EMD of Rs.50,000.00 (Fifty Thousand Only) by way of demand draft payable at Baroda / Bank Guarantee in favour of “GUJARAT INDUSTRIES POWER CO. LTD” (EMD of unsuccessful bidder will be returned). **Offer without EMD shall not be considered. EMD demand draft / bank guarantee to be submitted in separate envelope along with your offer.**



PART- II PRICE BID:

YOU SHALL HAVE TO SUBMIT YOUR RATES IN PRESCRIBED FORMAT THRU N-PROCURE WEBSITE ONLY.

(Price bid submitted in physical form will not be accepted, bidder has to submit their price bid thru n-procure website only)

E-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 e-Reverse 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, L-1 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 e-Reverse 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), Email: nprocure@gnvfc.net
Toll Free: 1-800-419-4632/1-800-233-1010, Phone No. 079-26857315 / 316 / 317,
Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.

ADDRESS FOR SUBMISSION OF TENDER DOCUMENTS & EMD:

ADDL. GENERAL MANAGER (M& C)
M/s. GUJARAT INDUSTRIES POWER COMPANY LIMITED
P.O.RANOLI-391350, DIST: BARODA
PHONE: (Direct) (0265) 2234252, E- Mail: purchase@gipcl.com



**GUJARAT INDUSTRIES POWER CO. LTD
BARODA**

**ANNEXUR- B TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
Dt.11.08.2021**

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS:

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Power company located at P.O.Petrochemical-391346, Dist: Baroda with installed capacity of 310 MW.

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

The Company intends to award Annual rate contract for fabrication & erection of structure & piping and other miscellaneous services at GIPCL-Baroda Plant for a period of two years and is therefore inviting open tenders online (<https://www.nprocure.com>) from experienced & resourceful contractors.

2. SCOPE OF WORK:

- (1) The Bidder shall be responsible for the total assignment of fabrication & erection of structure & piping and other miscellaneous services at GIPCL-Baroda plant as per detailed scope of work and special Condition of Contract (Annexure-E)
- (2) The Bidder shall provide and make appropriate and sufficient arrangement at the GIPCL-Baroda Plant for providing fabrication & erection services.
- (3) The Bidder shall deploy adequate number of persons for providing effective and efficient fabrication & erection services.
- (4) The person deployed must be free from communicable cardiovascular Diseases, infections & surgeries. Candidate should not have a past history of mental illness. The nose, ear & throat should be in perfectly fit Condition.
- (5) The GIPCL reserves the right to reject any deputed personnel, if not found suitable at the discretion by the GIPCL's Authorized Officer.
- (6) The Bidder shall be responsible for the complete jobs and in case, fail to do so; the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.



- (7) The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officers & his instructions & clarifications/interpretations shall be final & binding to the Bidder.
- (8) The Bidder shall have to engage sufficient manpower in shifts and after office hours as well as during holidays according to the exigencies of the work. No claim on this account shall be entertained by the GIPCL.
- (9) The Bidder shall take full liability of the persons engaged by them, however, the GIPCL shall reserves the right to deduct any amount legally justified towards any liability not fulfilled,
- (10) The Bidder shall intimate regarding names, addresses etc. of the personnel deployed by them from time to time to the GIPCL's Authorized Officer.
- (11) The Bidder shall issue Identity cards to all employees engaged by him with the instructions that the same should be produced by them on demand and shall at all times keep the Identity card while on duty.

3. INSPECTION:

- (a) The day to day inspection for the work regarding fabrication & erection services shall be done by the GIPCL's Authorized Officer at site with bidders supervisor.
- (b) The Bidder's senior Executive shall visit periodically to the GIPCL premises and note down the problems reported by the GIPCL's Authorized Officer and resolve the same within stipulated time.

NOTE:

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



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 & Conditions contained in the tender documents.
- 4.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 4.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 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 submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 4.6 **The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.**
- 4.7 The tender documents shall not be transferable.
- 4.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work / tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing, if required.
- 4.9 Conditional offers shall not be considered and liable to be rejected.
- 4.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 4.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.



- 4.12 The Company reserves the right to amend / modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 4.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 4.14 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 4.15 The Company reserves the right to qualify/disqualify any tender without assigning any reason.
- 4.16 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.

5. PLANT VISIT:

The Bidder is advised to visit the GIPCL-Vadodara Plant after downloading the tender copy from website: <https://www.nprocure.com> / www.gipcl.com to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

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

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



BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, importance of work, round the clock working conditions, safety requirements, etc. which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL. The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

6. LANGUAGE OF BID:

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

7. SUBMISSION OF BIDS:

A: MODE OF SUBMISSION:

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

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

Note: EMD shall be submitted in physical form on or before due date & time of closing of the tender.

(a) Techno-commercial Bid without price bid:

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

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

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



7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.
10. Declaration for contractual disputes / litigations.
11. Declaration cum undertaking for safety laws and regulations compliance.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through the web portal of n-procure at <https://www.nprocure.com>
2. GST tax shall be paid extra at actual by GIPCL as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At SOR Value OR _____% below SOR Value OR _____% above the SOR Value."**
4. The quantities shown in the schedule of rate are approximate for the contract period and may vary as per job requirement. **GIPCL reserves the right for reduction in the quantity as per requirement with prior notice of 15 days during contract period.**
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. GIPCL reserves the right to review and extend the contract period for further period of one year with same rates, terms & conditions with revised / reduced quantity, if required.

B: METHOD OF TENDERING/SIGNATURE ON BIDS:

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.



- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

8. MODIFICATION AND WITHDRAWAL OF BIDS:

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

9. POLICY FOR BIDS UNDER CONSIDERATION:

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

10. 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.

11. OPENING OF BIDS:

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

11.2 Preliminary Examination:

11.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.



11.2.2 Arithmetical errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders
- (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

12. EVALUATION & COMPARISON OF BIDS:

- 12.1 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.
- 12.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 12.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 12.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 12.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 12.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 12.7 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

13. RIGHT OF REJECTION OF TENDERS:

- 13.1 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.



13.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

13.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

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

14. AWARD OF CONTRACT:

14.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

14.2 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 or registered mail.

15. 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.

16. CONTRACTOR'S OBLIGATIONS:

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER:

- (i) The Contractor shall deploy sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall depute its own workmen with proper identification to enter the plant premises.
- (iii) 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 compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.

- (iv) The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract.



- (v) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL office in charge and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at GIPCL-Baroda site. Contractor has to submit the authority letter and documentary proof for the same.
- (vi) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges & the same will be recovered from the Contractor's bill.
- (vii) During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

17. Clarification of Bidding Documents:

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

18. TIME SCHEDULE:

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

19. 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.

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

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

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

21. ETHICS PACT:

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



**GUJARAT INDUSTRIES POWER CO. LTD
BARODA**

**ANNEXUR- C TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
Dt.11.08.2021**

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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

[1] E.M.D. cover [2] Complete copy of tender documents without price bid duly signed & stamped on each page as a token of acceptance [3] Supporting Documents for Eligibility criteria, Technical Bid.[4] Deviation sheet, if any.

PLEASE NOTE THAT PHYSICAL COPY OF THE DOCUMENTS SHOULD REACH TO GIPCL LATEST BY 17.30 PM ON DUE DATE OF TENDER.

Address for submission:

Addl. General Manager (M&C)
M/s. Gujarat Industries Power Company Limited.
P.O.Petrochemical-391346, Dist; Baroda

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



**GUJARAT INDUSTRIES POWER CO. LTD
BARODA**

**ANNEXUR- D TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
Dt.11.08.2021**

BIDDER'S ELIGIBILITY CRITERIA

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

1. Bidder should possess minimum **03 (Three)** years of experience **out of last 05 (Five)** years in fabrication and other similar services in power plants / process industries and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

2. Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following.
 - a. **One similar completed work each costing not less than the amount equal to 80% of the total estimated cost i.e. Rs. 26,43,896/- (Excluding Taxes).**
 - OR**
 - b. **Two similar completed works each costing not less than the amount equal to 50% of the total estimated cost i.e. Rs. 16,52,435/- (Excluding Taxes)**
 - c. **Three similar completed works each costing not less than the amount equal to 40% of the total estimated cost i.e. Rs. 13,21,948/- (Excluding Taxes)**

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

3. Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
4. EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by bank only as per described format here with.
5. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.



6. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical bid submitted by the Bidder, the tender inviting authority may inform to that bidder only once by E-Mail to submit the missing required documents within stipulated time limit. If Bidder / Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
7. Bidder should have minimum **annual turnover of 30% of estimated annualized contract value** for last three financial years i.e. 2018-19, 2019-20, 2020-21. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

Note: In case the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from chartered Accountant.
8. The Net worth at the end of last financial year should be positive.
9. The Bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copies of the same shall be submitted.
10. Bidder has to submit GST number. Copy of the same shall be submitted.
11. In case bidder is a joint venture company since last five years, the above requirement / credential of Joint Venture Company / parent companies shall be considered.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD and also provide the requisite details / documents for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry / property where similar job is executed by Bidder. GIPCL reserves the right to accept /split /cancel /reject any / all Bids without assigning any reason thereof. The tenders of qualified Bidder / Bidders shall only be considered and only their price bid will be opened for further evaluation.



**GUJARAT INDUSTRIES POWER CO. LTD
BARODA**

**ANNEXUR- E TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
dt.11.08.2021**

DETAIL SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK (SOW) :

The detailed scope of work for various services covered under this contract is given as under.

**(1) SUPPLY OF SKILLED MANPOWER :
(UOM: Man-day)**

- Supply of skilled manpower like Fitters in the plant.
- Fitters must be very experienced and having sound knowledge of erection and fabrication of various pipe joints, structures, assembly and disassembly of various valves etc.
- Skilled manpower must have minimum experience of 5 years of providing services at power plant or process industries.
- GIPCL shall review the skill and experience before his deputation and if not found satisfactory may not be allowed to work.

**(2) SUPPLY OF SEMI-SKILLED MANPOWER
: (UOM: Man-day)**

- Supply of semi-skilled manpower like helpers / Khalasis for assisting various maintenance activities in plant.
- Helpers / Khalasis must have sound knowledge of use of various spanners, tools and tackles, hydraulic jacks, erection of scaffolding etc.
- Semi-skilled manpower must have minimum experience of 5 years of providing services at power plant or process industries.
- Normally 2 helpers shall be required on daily basis. However, requirement varies and shall be intimated one day in advance.

(UOM: Man-day)

**(3) SUPPLY OF RIGGER :
(UOM: Man-day)**

- Contractor shall have to depute rigger for any type of rigging activity associated with maintenance job.
- Rigger must be well aware of Safe working load of all equipments used for rigging, various rigging methods for lifting and shifting of loads, erection of scaffolding, assembly of various components with hammering spanners etc.
- Rigger must have minimum experience of 5 years of providing services at power plant or process industries.
- Normally 1 rigger shall be required on daily basis. However, depend on requirement nos. of riggers can be increased or decreases with advance intimation to contractor.



(4) **SUPPLY OF SKILLED WELDER CUM GAS CUTTER CUM PLASMA CUTTER:**
(UOM: Man-day)

- Contractor shall have to depute skilled welder cum Gas cutter cum plasma cutter, for routine maintenance work other than IBR.
- **Welder must have sound knowledge of various ARC welding methods and TIG welding methods, gas cutting and plasma cutting.**
- GIPCL shall conduct the test of welder before his deputation.
- Welder must have minimum experience of 5 years of providing services at power plant or process industries.
- **Normally 1 welder shall be required for all working days throughout the contract period and shall work under the supervision of GIPCL engineer.**
- **When the welder is not allotted any job by GIPCL engineer, contractor can utilize his services for other jobs within the plant. However, first priority shall be given to departmental jobs.**
- As per the requirement of the job, contractor shall have to depute additional welder/(s) also.

(5) **FABRICATION & ERECTION OF MS STRUCTURES:** (UOM - Ton)

- Fabrication and erection of structures, platforms, walkways, supports, sheds, fixtures etc. at various elevations in plant area.
- Fabrication of Structural steel members from rolled steel sections & plates such as (but not limited to) purlins, trusses, tie beams, columns, platforms, bracket, chequered plate covers, etc. or similar nature of works. Scope includes Labour, welding electrodes and consumables. (Required steel sections, fasteners/hardware shall be provided by GIPCL)
- This includes cutting, grinding, edge preparation, welding of various steel sections, sheets, plates etc. required for fabrication of structure and erection of the same at specified location.

(6) **Fabrication of MS/CS - ERW/Seamless Piping-1/2" to 10":** (UOM – Inch-Dia)

- Fabrication & Erection of MS/CS - ERW/Seamless piping as per route decided by Engineer In-charge at various elevations in the plant area.
- This includes cutting the pipe to required size, edge preparation of joints with grinding, fitment of joint, making mitre joint etc. Welding runs shall be provided as per size and thickness of pipe as instructed by Engineer In-charge.

(7) **Fabrication & erection of MS/CS piping 1/2" to 10":** (UOM: Inch-Meter)

- Fabrication & Erection of MS/CS/ERW/Seamless piping as per route decided by Engineer In-charge at various elevations in plant area.
- This includes cutting the pipe to required size, edge preparation of joints with grinding, fitment, making mitre joint and welding with required numbers of runs as per the pipe size.
- Piping job more than 10m long and involving joints less than 4 per 10 meters will be considered for inch-meter rate



(8) Fabrication & erection of SS piping up to Schedule 20 (up to 8") :
(UOM: Inch-dia)

- Fabrication & Erection of SS ERW & seamless piping as per route decided by Engineer In-charge and at various elevations in plant area along with proper support.
- This includes cutting of pipe to required size, edge preparation of joints by grinding, fitment, making mitre joint and welding with required numbers of runs as per pipe size.

(9) FABRICATION OF PVC/UPVC/CPVC/HDPE PIPING – ½" TO 4":
(UOM: Inch-Meter)

- Fabrication PVC/UPVC/CPVC/HDPE Piping as per route decided by Engineer In-charge at various elevations.
- The scope includes cutting of pipes to required size, joining with solution, providing proper supports, clamping etc.
- Jointing solution shall be provided by GIPCL for PVC/UPVC/CPVC piping.

(10) FABRICATION OF GI PIPING – ½" TO 4": (UOM: Inch-Meter)

- Fabrication of GI Piping as per route decided by Engineer In-charge at various elevations.
- The scope includes cutting of pipes to required size, threading of pipes (as per requirement), assembly of pipe with Teflon tape/ thread sealant along with required support/ clamps.
- Contractor shall have to arrange for Die for making threads on GI piping.
- Teflon tape/ thread sealant shall be provided by GIPCL.

(11) WELDING OF HP PIPING (UP TO 8" DIA): (UOM: Inch-dia)

- Welding of high pressure CS/SS/Alloy Steel piping up to 8" dia. size at various elevations in the plant area.
- Contractor shall have to depute skilled welder who can produce IBR quality weld joints.
- This includes edge preparation of joints with cutting and grinding, fitment and welding with required numbers of runs by Arc /TIG or combination of these welding techniques as per the requirement of the job.
- TIG welding set shall be arranged by the contractor. However, Argon gas, filler wires for TIG welding and welding electrodes shall be supplied by GIPCL.

(12) CUTTING OF EXISTING/OLD MS OR CS PIPE: (UOM: Inch-Dia)

- Cutting of required section of pipe in position to replace the part of the pipe or to incorporate valve/fitting & carrying out edge preparation of cut pipe for further welding job.
- Disposal of removed pipes/flanges etc. to specified location in the plant.



(13) DISMANTLING OF PIPE WITH GAS CUTTING: (UOM: Inch-Meter)

- This includes gas cutting of pipe of length more than 10 meters and pipe supports as required from various elevations in the plant with gas cutting.
- This also includes loading, unloading with lifting tools and shifting of material to specified location in the plant.

(14) GAS CUTTING OF STRUCTURE & PLATE: (UOM: Meter)

- Gas cutting of existing structures, plates etc. for disposal, loading & unloading with lifting tools and shifting to scrap yard or at specified location in the plant.

(15) INSTALLATION OR REMOVAL OF VALVE (1/2" TO 2") : (UOM: Number)

- Installation or removal of various types of valves of size 1/2" to 2". The valve may be threaded, welded or flanged as per requirement.
- This service includes only installation or removal of valves along with preparing gaskets etc. If cutting of pipe is required to incorporate valve then cutting will be treated as extra service.

(16) INSTALLATION OR REMOVAL OF VALVE (2 1/2" TO 4"): (UOM: Number)

- Installation or removal of various types of valves of size 2 1/2" to 4". The valve may be threaded, welded or flanged as per requirement.
- This service includes only installation or removal of valves along with preparing gaskets etc. If cutting of pipe is required to incorporate valve then cutting will be treated as extra service.

**(17) INSTALLATION OR REMOVAL OF VALVE (ABOVE 4 " DIA):
(UOM: Number)**

- Installation or removal of various types of valves of size above 4". The valve may be threaded, welded or flanged as per requirement.
- This service includes only installation or removal of valves along with preparing gaskets etc. If cutting of pipe is required to incorporate valve then cutting will be treated as extra service.

**(18) APPLYING WRAPPING COATING MATERIAL ON PIPE:
(UOM: Square meter)**

- The scope includes thorough cleaning of pipe surface.
- Supply of bituminous primer (of approved make) and pypkote make wrapping coating material of 4 mm thickness. Acceptable make for Pypkote material shall be of IWL, Chennai only.
- Application of bituminous primer (of approved make) and pypkote coating of 4 mm thickness on pipe.
- GIPCL shall carry out holiday test (spark test) for checking soundness of coating. If not found satisfactory, contractor shall replace/ repair the coating at no additional cost to GIPCL.



(19) EXCAVATION & BACKFILLING OF EARTH: (UOM: Cubic meter)

- Excavation of required area up to required depth to attend leakage of underground piping and backfilling of the same after completion of the job.
- Contractor shall arrange for manpower, all tools & tackles required for the excavation job.

(20) EXCAVATION OF ROAD/CONCRETE FLOOR: (UOM: Cubic meter)

- Excavation of road and concrete floor in required area up to required depth to find leakage in underground pipe/installation of pipe and backfilling of the same after carrying out the job.
- Contractor shall arrange for manpower, all tools & tackles required for the excavation job.

(21) MOBILIZATION CHARGES (TO ATTEND EMERGENCY UN-PLANNED JOBS): (UOM – Activity units)

- Contractor shall mobilize team of manpower (fitter, welder, helpers etc.) to attend emergency jobs like plant breakdown, carryout welding on high pressure / critical oil/gas/steam/water piping etc. during odd hours on any day including public holidays and Sundays.
- Mobilization charges shall be admissible only on un-planned jobs, when contractor has to depute team of manpower during odd hours and on Sundays/holidays on very short notice to handle extreme emergency.
- However, Decision of GIPCL shall be final and binding to contractor for applicability of mobilization charges.

(22) ERECTION OF SCAFFOLDING: (UOM: Cubic meter)

- Erection and dismantling of scaffolding at various elevations in plant area for various maintenance activities.
- Pipes, pipe-clamps, metallic planks (Jalis) etc. required for scaffolding will be supplied by GIPCL.
- After completion of the job, the scaffolding shall be dismantled.
- This includes, shifting of scaffolding material from GIPCL stores/ any location in the plant to site and return of the same to stores.

(23) SEAM WELDING OF MS/CS SHEET: (UOM: Meter)

- Seam welding of 1.6 mm to 3.15 mm thick MS / CS sheet with one run of welding.
- Scope of work includes preparation of edges by grinding, fit up of joint and welding the same with E6013 or E7018 electrodes.

(24) SEAM WELDING OF SS SHEET: (UOM: Meter)

- Seam welding of 1.6 mm to 3.15 mm thick SS sheet with one run of welding.
- Scope work includes preparation of edges by grinding, fit up of joint and welding with Electrode E308-16 or E309-16.



(25) CLEANING OF COOLING TOWER FORE-BAY SCREEN (STN-1 & 2): (UOM: Set)

- Lifting of Screens with chain pulley clocks.
- Cleaning of set of screens (1set=2 nos.) with wire brush.
- Reassembly of screens.
- Cleaning of waste and debris from site.

(26) REPLACEMENT OF GAS TURBINE INLET AIR FILTERS: (UOM: Numbers)

- Dismantling of filters from Gas Turbine Filter house, shifting of the same to store / scrape yard / cleaning bay as per instruction of engineer In-charge.
- Shifting of new / old filters from the main store / Maintenance Store / cleaning bay to Gas Turbine Filter house and installation of the same.
- This service does not include cleaning of filter (please refer (27) hereunder for cleaning of filter).
- Erection and dismantling of scaffolding required for replacement of GT filter shall be in contractor's scope. However GIPCL shall provide required scaffolding material.

(27) AIR CLEANING OF GAS TURBINE INLET AIR FILTERS: (UOM: Numbers)

- Shifting of filter from various location of plant, cleaning of filter with filter cleaning machine (up to satisfaction of engineer in-charge) and shifting back to proper location as per the instruction of engineer in-charge.
- Cleaning of dust collectors (cloth Filters) of Filter cleaning machine (Dust Collector) at periodic interval shall be in contractor's scope (No additional charge shall be provided for cleaning of cloth filters of dust collector).

(28) OPENING OR BOX-UP OF FLANGES UP TO 2" : (UOM: Numbers)

- This includes opening and box-up of flanges up to 2" (other than dismantling valves) for removal / installation of piping from the various elevations in the plant.
- This includes cutting of rusted bolts to dismantle the flange joints, if required.

(29) OPENING OR BOX UP FLANGES 2.5" TO 5" : (UOM: Numbers)

- This includes opening and box up of flanges from 2.2" to 5" (other than dismantling valves) for removal / installation of piping from the various elevations in the plant.
- This includes cutting of rusted bolts to dismantle the flange joints, if required.

(30) OPENING OR BOX UP OF FLANGES 6" TO 10" : (UOM: Numbers)

- This includes opening and box up of flanges from 6" to 10" (other than dismantling valves) for removal / installation of piping from the various elevations in the plant.
- This includes cutting of rusted bolts to dismantle the flange joints, if required.

(31) FABRICATION OF MS GATE, GRATING, MS RUNGS: (UOM: Ton)

- Structural steel component such as M.S. gate, gratings, M.S. rungs, all type of plate/angle inserts, fencing angle supports, etc. or similar nature works. Scope includes Labour, welding electrodes and consumables. (Required steel sections, fasteners/hardware shall be provided by GIPCL)



(32) FABRICATION OF RAILING, SHED STRUCTURES ETC. OUT OF MS PIPES:
(UOM: Inch-dia)

- Structure fabricated from MS pipes such as railing, roof truss and column, tie beam, bracket, for shed, etc. Scope includes Labour, welding electrodes and consumables. (Required pipes, nut, bolt shall be provided by GIPCL).

(33) SUPPLYING & FIXING OF ANCHOR FASTENERS M12 X 100: (UOM: Numbers)

- Supplying and fixing Anchor fasteners of FISHER/ HILTY make (Size M12 X 100) in RC beams, columns and slabs including, drilling holes, etc. complete with all materials & labour as per manufacturer's specifications and as directed by engineer.

(34) SUPPLYING & FIXING OF ANCHOR FASTENERS M16 X 100: (UOM: Numbers)

- Supplying and fixing Anchor fasteners of FISHER/ HILTY make (Size M16 X 100) in RC beams, columns and slabs including, drilling holes, etc. complete with all materials & labour as per manufacturer's specifications and as directed by engineer.

(35) SUPPLYING & FIXING OF ANCHOR FASTENERS M20 X 100: (UOM: Square Meters)

- Supplying and fixing Anchor fasteners of FISHER/ HILTY make (Size M20 X 100) in RC beams, columns and slabs including, drilling holes, etc. complete with all materials & labour as per manufacturer's specifications and as directed by engineer

(36) FIXING OF MS WELD MESH: (UOM: Square Meters)

- Fixing M.S. weld mesh of different sizes in widows or other frames. The scope involves cutting, fixing and welding of weld mesh in position with MS flat on top, etc. complete job as directed by engineer. M.S. weld mesh and flat/ square bars shall be issued free of cost by GIPCL at store.

(37) FIXING OF CORRUGATED/ POWDER COATED SHEET:
(UOM: Square meters)

- Charges for fixing corrugated GI / Colour coated roof sheet for shed or any type of structure for roof or side sheeting with supply and fixing of self tapping bolts, etc. complete at all elevation and inclusive of scaffolding. GI/ Colour coated roof sheet shall be issued free of cost by GIPCL at store. (Overlapping shall not consider in measurement.)

(38) CLEANING OF SOLAR PANELS (100 NOS.) OF STATION-1 CONTROL ROOM
: (UOM: AU)

- Size of the panel: 2 meter x 1 meter.
- This includes deputation of requisite manpower (minimum two persons required for the job)
- Removal of dust / any stains from the Solar Panel by sprinkling water or by application of Soap Solution.
- After applying soap solution cleaning the same with water to remove soap solution
- Wiping the Panels with Mop / wiper / Fabric to clear all stains and make the panels dry up to the satisfaction of engineer in-charge.
- Soap Solution, MOP, wiper etc. shall be provided by GIPCL



(39) CLEANING OF FILTERS OF AHU FILTERS:
(UOM: Set. - 1set = 4 Nos. of filters)

- This includes deputation of requisite manpower (minimum two persons required for the job)
- Each AHU consist of 4 Nos. of filters having approx. size (0.5Mmtr x 0.75 Mtr)
- Removal of Filters from AHU (1st Floor / 2nd Floor of ADM Building / Maintenance office).
- Removal of dust from the filters with blowing air.
- Washing of filters with water.
- After drying of filters. Re-assembly of same in the AHU.

(40) CLEANING OF SOLAR PANELS (166 NOS.) OF STATION-1 STG-1 ROOF:
(UOM: AU)

- Size of the panel: 2 x 1 meter.
- Total Nos. of Panel : 166
- This includes deputation of requisite manpower (minimum two persons required for the job)
- Removal of dust / any stains from the Solar Panel by sprinkling water or by application of Soap Solution.
- After applying soap solution cleaning the same with water to remove soap solution
- Wiping the Panels with Mop / wiper / Fabric to clear all stains and make the panels dry up to the satisfaction of engineer in-charge.
- Soap Solution, MOP, wiper etc. shall be provided by GIPCL

(41) CLEANING OF SOLAR PANELS (166 NOS.) OF STATION-2 STG ROOF:
(UOM: AU)

- Size of the panel: 2 x 1 meter.
- Total Nos. of Panel : 166
- This includes deputation of requisite manpower (minimum two persons required for the job)
- Removal of dust / any stains from the Solar Panel by sprinkling water or by application of Soap Solution.
- After applying soap solution cleaning the same with water to remove soap solution
- Wiping the Panels with Mop / wiper / Fabric to clear all stains and make the panels dry up to the satisfaction of engineer in-charge.
- Soap Solution, MOP, wiper etc. shall be provided by GIPCL

(42) CLEANING OF SOLAR PANELS (66 NOS.) OF ADM BUILDING:
(UOM: AU)

- Size of the panel: 2 x 1 meter.
- Total Nos. of Panel : 66
- This includes deputation of requisite manpower (minimum two persons required for the job)
- Removal of dust / any stains from the Solar Panel by sprinkling water or by application of Soap Solution.
- After applying soap solution cleaning the same with water to remove soap solution
- Wiping the Panels with Mop / wiper / Fabric to clear all stains and make the panels dry up to the satisfaction of engineer in-charge.
- Soap Solution, MOP, wiper etc. shall be provided by GIPCL



2. DISPOSAL OF MATERIAL:

Contractor shall remove all the surplus material, consumables, waste, debris etc. shift it to stores / workshop / scrap yard as per instruction of GIPCL Engineer. Contractor shall also remove all the tools and tackles, welding machine, cutting set etc. from site as soon as the job is over. Site shall be left in neat and clean condition after completion of each job.

3. SCOPE OF CONTRACTOR:

- 3.1 Deputation of required number of manpower with requisite experience for carrying out various activities as per Scope of Work mentioned here above.
- 3.2 All the required equipment like welding machine (portable), grinding machine, Gas cutting set, Pipe cutting machine, TIG welding set, spanners, general tools & tackles, threading dies etc. shall be contractor's scope. Contractor shall arrange & maintain availability of all items at site during the entire contract period.
- 3.3 All the consumable like oxygen and acetylene gas, grinding wheels, wire brush, hacksaw blade, painting brush, emery paper, safety belt, personnel protective equipments etc. shall be in contractor's scope. Contractor shall arrange & maintain availability of all items at site during the entire contract period.
- 3.4 Receiving and shifting of all the materials from GIPCL stores / workshop to work site and return back of extra material / scrap to GIPCL store / workshop / scrap yard etc. as instructed by GIPCL Engineer.
- 3.5 Following welding electrodes shall be in contractor's scope, wherever required for various services under this contract.

(a) E6013, (b) E7018, (c) E308-15 & (d) E309-15

Acceptable make for above welding electrodes shall be as under. Contractor shall not be allowed to use any other make of electrodes.

(a) Ador, (b) D&H - Secheron, (c) Philips & (d) ESAB.

Special electrodes for alloy steel and filler rods other than mentioned above shall be arranged by GIPCL.

- 3.6 Contractor shall be generally intimated one day in advance for the planned & general maintenance jobs. However, during extreme emergency break down and unplanned requirement contractor will have to depute required man power immediately within 4 hours only.
- 3.7 Normal working hours for contractor shall be 9:00 to 17:30 hrs. However, during shutdown & emergency work, contractor shall have to work beyond 17:30 hrs or on Paid Holidays and Sundays. **No additional charges shall be paid for the activity based services (For activity (5) to (42) of SOW) carried out beyond 17:30 hrs or on Public holidays and Sundays.**
- 3.8 **OT chares shall be applicable for the activities (1) to (4) of SOW only.** If the manpower (skilled/unskilled/rigger/welder) supplied to GIPCL for carrying out any jobs is required to works beyond 17:30 Hrs. or on weekly off & paid holidays then in such cases, overtime shall be paid at 2 times of normal rates.



- 3.9 Contractor shall work under the supervision of GIPCL Engineer during normal working period. However, during shut down & execution of maintenance job during emergency breakdown period contractor's personnel may have to work in close co-ordination with other contractors.
- 3.10 **DEPLOYMENT OF CREW:** This is non continuous job work type of contract. GIPCL shall intimate contractor whenever there is requirement of fabrication or other services as mentioned in the contract and thereafter contractor shall have to deploy its manpower for completion of given jobs. Contractor shall mobilize the site as per instruction of GIPCL Engineer and requirement of job.
- 3.11 Manpower deputed by contractor shall have to observe all the safety procedures and precaution as per GIPCL norms. They shall use all the required personal protective equipment (PPE) like safety helmet, welding helmet, safety goggles, hand gloves, safety shoes, safety belts, dust mask with exhale valve, ear plugs etc. while execution of the entire job. All PPE shall be arranged by contractor. **Safety helmet must be of blue colour only.**
- 3.12 Contractor shall provide full body uniform to all regular manpower deputed at site.
- 3.13 Contractor shall have to depute "Qualified supervisor" whenever work is under progress at GIPCL for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge. Supervisor must be conversant with reading engineering drawings, welding procedure, administrative formalities etc. Contractor supervisor must have mobile phone with him for easy/fast communication.
- 3.14 Contractor shall ensure all the lifting tools and tackles, oxy-acetylene cylinders etc. used at GIPCL site are duly tested and with compliance as per factory act. Contractor shall have to maintain and furnish hydro-test certificate of the oxygen and Acetylene cylinder used at site.
- 3.15 Contractor shall get certified the actual quantities of work carried out from GIPCL engineer within 2 day after completion of work & invoice shall be raised by contractor accordingly within 30 days.
- 3.16 For timely processing of bills, contractor shall have to comply following procedure with each monthly bill :
- Submission of valid ESIC / WC Policy valid for GIPCL site at time of obtaining the gate passes.
 - Submission of labour license (if applicable) before commencement of job.
 - Submission of attendance register, PF challans / statements, wage register, Bonus and leave payment details and other compliances as per Annexure for man power deputed and as per gate entry along with all RA bills to HR department and obtain clearance from HR department regarding fulfilment of all applicable statutory compliances.

4. **TO REMEDY DEFECTIVE WORK:**

If the work or any portion thereof is found with defect or 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 GIPCL Engineer In-charge. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of works & workmanship.

The contractor shall remain liable under the provisions of this clause notwithstanding the passing by the GIPCL of any certificate, final or otherwise or the passing of any accounts.

5. DAILY ACTIVITY BOOK AND PROGRESS REPORT:

Contractor shall maintain activity book and record all the jobs carried out on daily basis whenever work is under progress at GIPCL site. Contractor shall also maintain record all the jobs assigned by GIPCL Engineer along with daily progress report, date of completion of each job and specific instructions given by GIPCL Engineer. All such records shall be furnished to GIPCL Engineer as and when demanded.

6. PRICE & RATES:

6.1 The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labour, supervision, shifting, transportation, loading, unloading, equipment, all tools tackles, safety equipments & PPEs, Royalties, Rents etc.. 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.

6.2 Contractor shall not pay less than minimum wage rate to their workmen as declared by the Government of Gujarat from time to time inclusive of necessary PF contribution, ESIC, Bonus, Paid leave and Public Holiday.

**6.3 VARIATION IN MINIMUM WAGE RATE FOR MAN POWER SUPPLY ONLY:
(FOR SOR ITEM NUMBERS 01 TO 04)**

- (i) The rates given for manpower supply is based on prevailing rate notified by the Government of Gujarat as per Minimum Wages Act, 1948, applicable on the date of submission of Tender (The present minimum wages w.e.f. 01.04.2021 is considered).
- (ii) The rates given for manpower supply is inclusive of all Statutory payment like PF, Bonus and Leave, on prevailing rate notified by the Government of Gujarat as per Minimum Wages Act, 1948 and the difference due to any increase / decrease will be reimbursed by GIPCL subject to successful compliance for all obligations under this contract and on submission of proof of payment on actual basis.
- (iii) Rates quoted should be firm and final except for statutory variation in MWR which shall be separately reimbursed / compensated by GIPCL for SOR item Sr.No.1 to 4 only. Difference in minimum wage, either on account of basic rate / special allowance as the case may be shall be paid by GIPCL.



The increase or decrease in basic rate or special Allowance as per the Minimum Wages Act, notified by the Government of Gujarat, will be compensated at the end of contract period on actual basis separately, subject to successful compliance for all obligations under this contract.

6.4 NO REIMBURSEMENT BY GIPCL FOR ACTIVITY BASED ITEMS (FOR SOR ITEM SR.NO. 5 TO 42 OF SOR)

1. The rates shall remain firm throughout the contract period or any extension thereof. There will not be any escalation / compensation to the Contractor against any revision in MWR (Minimum wage rate).
2. The contractor shall not pay less than the minimum wage notified by the Government from time to time to his employees of corresponding categories.
3. Contractor at his expense shall comply with all labour and industrial laws and such other acts and statues as may be applicable to the contract in respect to minimum wages, bonus, workman compensation, paid holidays, leaves etc. and other statutory requirements. On account of any default in respect of all liabilities and in case of non compliances of the above, the company can withhold their payment till all legal liabilities are discharged.

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

6.6 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.

7. CONTRACT PERIOD:

Contract period shall be **two years** from the date of work order.

8. TERMS OF PAYMENT:

8.1 CONDITIONS OF PAYMENT:

The contractor shall raise the running invoices in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 30 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Xerox copies of wages register of previous month, Xerox copies of attendance sheet of respective month & copy of ECR statement indicating the employee



and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.

- (iii) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
- (iv) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

8.2 VALIDITY AND UNIFORMITY OF RATES:

The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered during entire Contract Period. No escalation will be allowed in rates during contract period except minimum wage rate declared by Govt.

9. 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 showing all dimensions and quantities duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) Attendance Cards / sheet for manpower supplied for Activities (1) to (4) of SOW.

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

10. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL:

Contractor shall submit each Monthly bill of work carried out along with following documents.

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc... along with wage certificate pertaining to respective bill period.
- (ii) Notarized Indemnity Bond as per Performa, in case of Final bill.
- (iii) No claim - No arbitration certificate as per Performa, after releasing final bill payment. (as per attached Performa)

Bill submitted without any of the above documents shall not be processed for payment.

11. MOBILIZATION AND EXECUTION:

- 11.1 Contractor shall mobilize the resources at site within 1 day from the time the intimation given by GIPCL.



11.2 Contractor shall depute qualified site supervisor whenever work is under progress at GIPCL. The site supervisor will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co-ordination with GIPCL, joint measurements, etc. The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job. Supervisor must be conversant with reading engineering drawings, welding procedure, administrative formalities etc. Contractor supervisor must have mobile phone with him for easy/fast communication.

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

12. QUANTITY OF WORK:

The estimated quantities of work required to be carried out by the contractor are as given in the Schedule of Rate & Quantity. These quantities are indicative only 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 manpower 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.

13. GENERAL CONDITIONS OF CONTRACT:

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

14. SITE VISIT:

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

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



**GUJARAT INDUSTRIES POWER CO. LTD
BARODA**

**ANNEXUR- F TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
dt.11.08.2021**

GENERAL TERMS & CONDITIONS OF THE CONTRACT:

1. **PRICE BASIS:**

The prices quoted by you shall remain FIRM throughout the contract period and shall not be subjected to any price variation clause whatsoever in nature. Rates mentioned shall be inclusive of all cost of material, labour, transportation, loading, unloading, machinery, equipment, wastage etc. The quantities of various items mentioned in the schedule of rates & quantity may vary up to any extent or be deleted altogether. Rates mentioned here shall remain firm irrespective of any variation in quantities and contract value.

2. **OFFER VALIDITY:**

The rates quoted by you shall remain valid for acceptance up to 180 days from the due date of tender.

3. **CONTRACT PERIOD:**

This Annual rate contract shall remain valid for the period of two years from the date of award of work order / LOI. The performance shall be reviewed after one year and if the performance is not found satisfactory then the GIPCL shall reserves the right to terminate the same, otherwise ARC will be continue for next year with the same rates, terms & conditions. GIPCL reserves right to continue or discontinue this contract after completion of one year at its sole discretion. GIPCL also reserve the right to terminate the contract at any time by giving one month notice, without assigning any reason whatsoever.

4. **TAXES:**

(a) **GST:** GST extra as applicable shall be paid by GIPCL.

(b) **INCOME TAX:** Income Tax shall be deducted from your bills as per Income Tax rules prevailing from time to time.

5. **TERMS OF PAYMENT:**

(Please refer Annexure-E , Condition No.8) Payment shall be released within 30 days after submission of monthly RA bill of work carried out along with following documents.

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc... along with wage certificate.
- (ii) Notarized Indemnity Bond in case of Final bill.
- (iii) No claim-No arbitration certificate after receipt of final bill payment.

Bill submitted without any of the above documents shall not be processed for payment.



6. **EARNEST MONEY DEPOSIT:**

An EMD of Rupees Fifty Thousand only (Rs.50,000/-) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Baroda. .

- 6.1 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited. Baroda from any public sector bank or schedule private sector bank. The format of bank guarantee shall be as attached specimen only.
- 6.2 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 6.3 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 6.4 The earnest money deposit paid will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 6.5 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to Addl. General Manager (M&C) GIPCL-Baroda as per details given in tender.
- 6.6 No interest shall be payable on EMD.
- 6.7 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.

7. **SECURITY DEPOSIT:**

You will have to deposit 10% of the contract value as Security Deposit either by way of D.D. / Bank Guarantee in favour of GIPCL from any Nationalized Bank within 7 days from the date of Letter of Intent / Letter of Award. The same shall be returned on successful completion of contract. No interest shall be paid on security deposit. In case of any liabilities accrued on account of the default on your part for carrying out the job, the same will be deducted while refunding security deposit. In case of failure to comply any of the provisions of the Labour Laws, the Company as a principal employer reserves its right to deduct the amount from the bills / security deposit to fulfill the liabilities arises due to non compliance of the provisions of the labour laws.

8. **WORKMAN COMPENSATION POLICY:**

You shall take a insurance policy for all the workers so as the Workman Compensation Act 1923 is complied in toto in respect of the labours engaged by you to carry out various activities at our site & the policy shall be in favour of GIPCL. However, you shall pay the amount of compensation as provided that in the said Act in the event it becomes payable, irrespective of insurance claim for the same against your policy. You will submit the WC policy to officer in charge prior to starting the job.

GIPCL shall not be liable for any compensation payable by Law in respect of any demand, any accident or injury to your workman/ representative. In case of any liability arise to GIPCL on account of your failure, then the same shall be adjusted from payment due to you.



9. **LEGAL ASPECTS:**

No employee, agent or sub-agent of the contractor shall smoke or light anything within the premises of GIPCL and carry matchbox / lighter or any other explosive and / or inflammable material inside the plant. You shall not sub let the contract to any other party without written permission of the GIPCL. No child under the age of 18 years shall be permitted to work in plant area. You shall issue Identity cards to all your employees engaged by you with instructions that they should produce the same on demand. They all shall put on keep the Identity card while on duty. GIPCL shall not pay any compensation for your idle man-hours due to change in schedule of jobs or delay in supply of facility by GIPCL.

You shall take up any type of extra work connected with the contractual work after consent of our competent authority and payment for such jobs will be made on the basis of (i) interpolation of rates or (ii) Labour rates, wherever interpolation is not possible.

10. **COMPLIANCE OF LABOUR LAWS:**

[A] CASE- I

The contractor directly carry out the job with their own employees without sub contracting the job to their sub contractor.

IN THIS CASE:

[I] The contractor will confirm that they will comply following labour laws, which is applicable to contractor.

- (1) Contract Labour (Regulation & Abolition) Act-1970.
- (2) Employees Provident Fund & Mise. Provision Act-1952.
- (3) Employees state Insurance Act-1948.
- (4) Factories Act-1948.
- (5) Minimum wages Act-1948.
- (6) Payment of Bonus Act-1965.
- (7) Payment of wages Act-1936.
- (8) Workmen Compensation Act-1923.

Above is only an indicative list, however compliance of above statues would cover major compliance.

[II] The contractor will have to submit documents as per following schedule.

(a) ON COMMENCEMENT OF WORK:

- (1) Copy of Labour License commensurate with number of workmen to be engaged.
- (2) Copy of registration under EPF & MP Act-1952 and allotment of PF code No.
- (3) Site wise workmen compensation policy commensurate with skill Possessed by the workmen.
- (4) If workman of contractor are covered under ESIC and possess valid ESI No. Sr. No.(3) above may not be required.



(b) ON MONTHLY BASIS:

- (1) PF challan on month to month basis
- (2) Copy of attendance & wages paid register on month to month basis

(c) ON QUARTERLY / YEARLY BASIS:

- (1) 3A / 6A under PF act at end of the year.
 - (2) Bonus payment registers on completion of financial year OR on expiry of one- year contract whichever is earlier.
 - (3) Payment registers of earned leave with wages on expiry of one-year contract.
- [III] The contractor shall file various returns as provided under different labour laws from time to time. Copies of the said returns may be made available to GIPCL HR&A department as & when called for.
- [IV] The contractor or his authorized representative shall remain present during Inspection by Govt. authority like GLO / ACL / PF officer etc. Compliance of any remark / directives of said authority will also be immediately carried out & an intimation of the same will be conveyed to GIPCL HR&A department.
- [V] The state Govt. encourages & promotes employment of locals for non-supervisory jobs. Contractor may engage locals from nearby villages accordingly. It is desired that successful bidder may also adopt this practice.

[B] CASE-II

In the event contractor is hiring the services of their sub contractor to carry out erection / commissioning job.

IN THIS CASE:

- [I] The contractor, on behalf of the sub contractor engaged by them, will have to ensure compliance of all the labour laws, as listed at [A] (i.e. Case-I) and will provide an undertaking as per enclosed Annexure (Indemnity Bond), i.e. the contractor will discharge all the liabilities of a principle employer.

Any statutory payment like Wages / Over time / Bonus / Leave payment etc. shall be made in the company's premises and in presence of company's authorized representative.

11. The Contractor shall file various returns as provided under different labour laws from time to time. Copies of the said returns may be made available to HR&A department of the company as & when called for.
12. The Contractor or his authorized representative shall remain present during inspection by any Govt. authority like GLO / ACL / PF officer etc. Compliance of any remark / directives of said authority will also be immediately carried out & an intimation of the same will be conveyed to our HR&A department.



13. Any statutory payment like Wages / Over time / Bonus / Leave payment etc. shall be made in the company's premises and in presence of company's authorized representative.
14. In case of failure to comply any of the provisions of the Labour Laws, The Company as a principal employer reserves its right to deduct the amount from the bills to fulfill the liabilities arises due to non compliance of the provisions of the labour laws.

15. **SAFETY CLAUSE:**

You shall observe all safety and security rules and regulation of GIPCL which are at present in force and which may come in to force during the tenure of the contract. Any violation of any rules and regulations may result into termination of the contract.

You shall provide all Safety appliance and protective devices including belts, hand gloves, aprons, helmets, shields, goggles, safety shoes etc. shall be provided by you to your personnel.

You shall take necessary safety precautions and shall be fully responsible for safety of your personnel. GIPCL is not liable to pay any compensation to your personnel in case any injury/death.

16. **CONTROLLING OFFICER:**

The controlling officer for this contract shall be Dy. General Manager (MMD & C) and you will work under his guidance and instruction. You will submit your bills to controlling office in charge for certification and payment.

17. You will start work only after getting valid work permit/ hot work permit / clearance from engineer in-charge as the case may be.
18. You will have to mobilize your resources at site within 24 hours from the intimation given by GIPCL.

19. **POWER & WATER SUPPLY:**

Construction power and reasonable quantity of water for construction purpose will be supplied free of cost by GIPCL at one point convenient to owner / engineer, for further arrangement at various location will be arrange by the contractor.

20. Please indicate whether you are registered as MICRO / SMALL service enterprise, if yes please submit the certificate of the same.
21. GIPCL reserves the right to accept, reject or prefer any tender without giving any reasons whatsoever it may be.

22. **FAILURE & TERMINATION:**

In case if your services are not found satisfactorily then GIPCL have right to terminate the contract either in full or part at any time without assigning any reason thereof by giving a written advance notice of 45 days & will make the alternate arrangement at your cost & risk. You shall be responsible for the complete jobs and in case, fails to do so GIPCL shall recover cost from you, whatsoever incurred to complete the job.



23. **JURISDICTION:**

In case of any disputes arising out of this contract, shall be subjected to the Jurisdiction Court in Baroda city only.

UNDER TAKING BY BIDDER:

I have read and understood all the above conditions and they are acceptable to me / us and as a token of proof, I have signed all the papers of tender documents.

I hereby confirm that, I have taken / not taken any technical / commercial deviations from this Tender documents.

Name of the Authorised Person:

Mobile No:

E-Mail ID:

Signed & Stamp of the Bidder's firm:



**ANNEXUR- H TO TENDER NO.Mat.34/MM/FABRICATION ARC/2021-23
dt.11.08.2021**

(To be submitted on Bidder's Letter Head)

**DECLARATION CUM UNDERTAKING FOR SAFETY LAWS AND REGULATIONS
COMPLIANCE**

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



(To be submitted on Bidder's Letter Head)

DECLARATION FOR CONTRACTUAL DISPUTES / LITIGATIONS

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

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

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

Signed and Stamped by
The Authorized signatory
Of the Bidder.



CERTIFICATE
(To be submitted on Bidder's Letter Head)

I / We _____ authorized signatory
of M/s _____ here by certify that M/s
_____ is not related with other firms who
have submitted tenders for the same items under this inquiry / Tender for Biannual
Rate Contract for fabrication and erection of structure / piping and other miscellaneous
services at GIPCL-Baroda plant.

Seal of the Firm

**Signature of the Bidder
With Designation**

**Place:
Date:**

CERTIFICATE
(To be submitted on Bidder's Letter Head)

I / We _____ authorized signatory
of M/s _____ here by certify that M/s
_____ has not been black listed,
deregistered as under by any Government / Semi Government / Public Sector
Undertaking / Private sector in last Five years.

Seal of the Firm

**Signature of the Bidder
With Designation**

**Place:
Date:**



PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be Stamped in accordance with Stamp Act)

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

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

B.G. No. _____

Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as “The Company/ Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s) / Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No.....dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s) / Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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

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

.....2.....



//2//

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between 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. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

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



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: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called “the said tender”) to M/s.....(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. We.....Bank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

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5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
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



PERFORMA CERTIFICATE
(No claim, No arbitration)

To,
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.
P.O.Ranoli-391350,
Dist. Baroda

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

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

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

For, M/S. _____

Signature, Stamp and date.



GUJARAT INDUSTRIES POWER COMPANY LIMITED

PO: RANOLI, DIST: BARODA – 391350

Reference PO Number
Integrity Pact No. :

Date:
Contract Period

ETHICS PACT

OUR ENDEAVOUR

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

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

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

Name :
Designation :

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

Name :
Designation :

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