



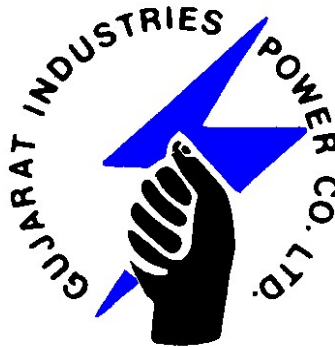
**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**(Surat Lignite Power Plant)**

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

**TENDER DOCUMENTS FOR;**

***4X125 MW, Surat Lignite Power Plant:  
TENDER FOR SUPPLY AND INSTALLATION OF  
ENERGY SAVER IN PHASE-II INSTRUMENT AIR  
SYSTEM AT GIPCL-SLPP.***

**Bid No.: SLPP/MECH/TG/IA/ES/2023-24**



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF  
CONTRACT**

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

**NOTICE INVITING TENDER (NIT)**  
**TENDER NO.: SLPP/MECH/TG/VAC/2023-25**

Name of work	4x125 Mw, Surat Lignite Power Plant: Supply and Installation of Energy Saver in Phase-II Instrument Air System at GIPCL-SLPP.
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	01 years.
EMD	<b>Rs. 9000/-</b> (Rs. Nine Thousand only) by Demand Draft payable at Mosali-Surat / Nani Naroli / Surat or RTGS or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	<b>Rs 2950/-</b> by Demand Draft in favor of GIPCL payable at SBI Nani Naroli or RTGS.
Availability of online e-Tender document	On website: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> from <b>04.05.2023</b> .
Last date of online submission of offer	<b>02.06.2023</b> up to 17:30 hrs. on website: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a>
Submission of supporting documents for technical Bid in physical form.	On or before <b>02.06.2023</b> during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

**NOTES:**

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders or split the work among the Bidders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The conditional tender will not be entertained and shall be liable for rejection.
5. The Bidders are required to submit their Bids online only through the website <http://etender.gipcl.com/>
6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to GIPCL E-tendering site related issues. In case of any issues /difficulties cropping up during on line uploading / submission of documents, bidders

are requested to inform these well in advance (at least two days before closing of tender) to GIPCL mail to [opsharma@gipcl.com](mailto:opsharma@gipcl.com).

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

O. P. Sharma  
(AGM- TG & BOP)  
Gujarat Industries Power Company Limited  
Surat Lignite Power Plant  
At & P.O.: Nani Naroli  
Taluka: Mangrol,  
Dist: Surat - 394 110, Gujarat  
Phone: (02629) 261063-72  
Fax no.: (02629) 261080 & 261073  
Email: [opsharma@gipcl.com](mailto:opsharma@gipcl.com)

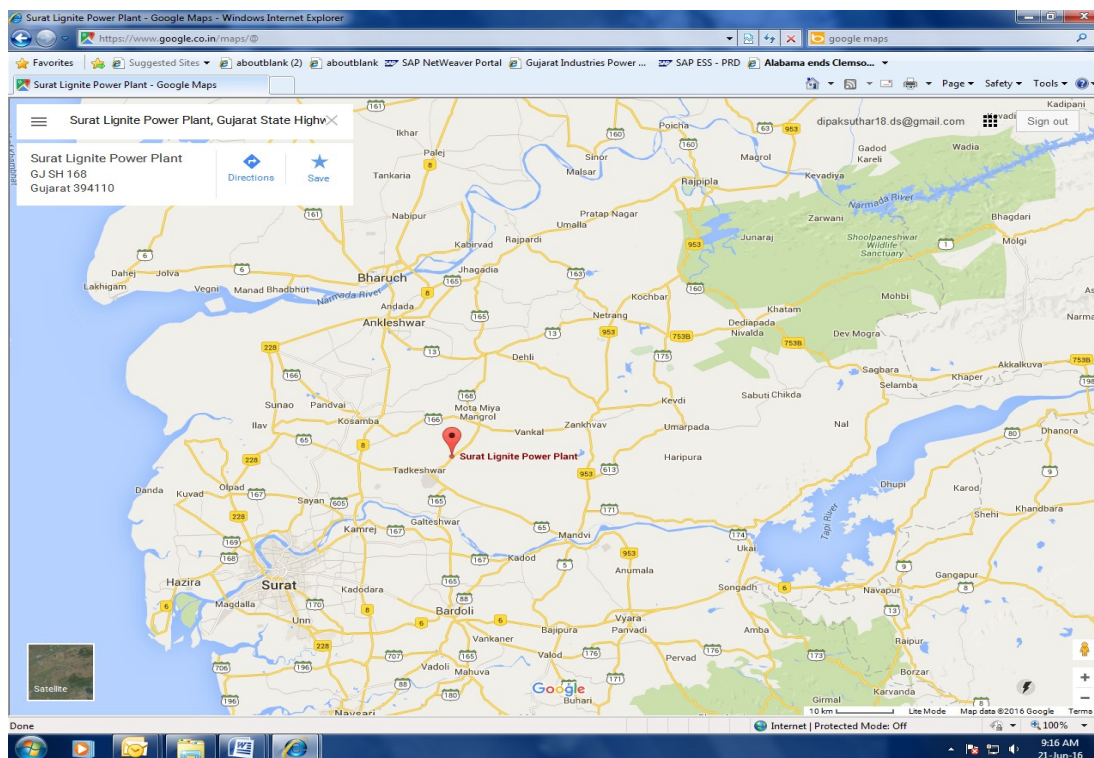
## SECTION-A INSTRUCTIONS TO BIDDERS

### 1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.4 MW. GIPCL has Commissioned total capacity of 374.4MW of Renewable Capacity comprising of 112.4 MW Wind and 262 MW of Solar Power Projects as on date in its portfolio. The Company has successfully commissioned a 2 x 40 MW Solar Project in September, 2017 as well as a 75 MW Solar Power Project in June, 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. The Company has commissioned the 100 MW Solar Project at the Raghnesda Solar Park, Banaskantha, Gujarat on 10.08.2021.

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

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



The Company intends to award Contract for: Supply and Installation of Energy Saver in Phase-II Instrument Air System at GIPCL-SLPP and is therefore inviting open tenders online (<http://etender.gipcl.com>) from experienced & resourceful contractors.

## **2. SCOPE OF WORK**

The scope of work under this tender cover Engineering Study, Supply and Installation of Energy Saver in Phase-II Instrument Air System at GIPCL-SLPP.

The detailed scope of work is as **per clause no. 1 of following Section-D.**

## **3. GENERAL INSTRUCTIONS**

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

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

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

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

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

The submission of tender by a 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.

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

working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL. The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

## 5. **ELIGIBILITY CRITERIA**

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

1. Bidder should possess minimum two years of experience out of last Five years ending last day of the month previous to the one in which tender is invited (as per following cl. No. 5.2) in similar nature of jobs like supply & installation of Energy Saver in compressed air system in 100 MW and above power plant and should enclose proof of the same.

Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/work completion certificates/MOM from clients and should enclose proof of the same. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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 client 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 / executed work each costing not less than the amount equal to **7.17 Lac** excluding GST or other applicable taxes.  
OR
  - b. Two similar completed / executed works each costing not less than the amount equal to **4.48 Lac** excluding GST or other applicable taxes.  
OR
  - c. Three similar completed / executed works each costing not less than the amount equal to **3.59 Lac** excluding GST or other applicable 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. **Tender fee:** The tender fee (**Rs 2950/-**) shall be accompanied in the form of Demand draft/ RTGS only.
4. **EMD:** To pay EMD Rs **9000/-** in the form of DD or RTGS or Bank Guarantee given by bank as described in clause no. 7 of tender specification.
5. Bidder should have Employees Provident Fund code number towards registration of firm with RPF commissioner, if applicable.
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 average annual turnover of **2.69 Lacs** for last three financial years (FY: 19-20, FY: 20-21 & FY: 21-22). Bidder shall furnish annual audited financial statement duly certified by qualified Chartered Accountant (a member of ICAI) 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.

Where audit is not applicable to the bidder as per applicable laws of the land, due certifications by a qualified Chartered Accountant who should be a member of the institute of Chartered Accountants of India of the said turn over for the said last three financial years will have to be done and furnished.

8. The Net worth of the bidder should be positive as evidenced from the audited accounts of last financial year (FY: 21-22).
9. The Bidder has to submit INCOME TAX Permanent Account Number (PAN) no. of the firm. Copies of the same shall be submitted, as applicable.
10. Bidder has to submit GST registration number. Copy of the same shall be submitted, as applicable.
11. In case Bidder is Consortium / Joint deed of undertaking of company, the above requirements / credential of consortium leader / bidder shall be considered unless otherwise specifically mentioned in the tender.

12. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the "Declaration for Contractual Disputes/Litigations" as Annexure-N attached.
13. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as Annexure -M attached.
  - a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
  - b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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

## **6. LANGUAGE OF BID**

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

**7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE**

- 7.1. An EMD of Rs. 9000/- shall accompany with Bid and Non-refundable Tender fee Rs. 2950/- (Rupees Two Thousand Five Hundred only) shall be submitted through RTGS / in the form of crossed bank demand draft in favor of Gujarat Industries Power Co. Ltd. payable at state Bank of India Nani Naroli, Branch Code: 13423.
- 7.2. The EMD shall be submitted in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. payable at state Bank of India Nani Naroli, Branch Code: 13423.
- 7.3. EMD & Tender fee shall be submitted through RTGS as per following details:
1. Name of account holder: Gujarat Industries Power Co. Ltd.
  2. A/c. No.: 33514692834
  3. Name of Bank: State Bank of India
  4. Address of Bank: Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat.Pin 394 110
  5. IFSC code: SBIN0013423
  6. MICR code: 394002513
- 7.4. The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from following banks as per Performa of BG enclosed with this e-tender under Section-F.
- All Nationalized Banks
  - Axis Bank
  - ICICI Bank
  - HDFC Bank
  - Kotak Mahindra Bank
  - IndusInd Bank
  - Federal Bank
  - Bandhan Bank
  - Standard Chartered Bank
  - AU Small Finance Bank
- 7.5. 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.
- 7.6. The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 7.7. The earnest money deposit will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and after award of LOI / Work Order.
- 7.8. Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 7.9. No interest shall be payable on EMD.
- 7.10. 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.

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

EMD & Tender fee and other documents to be submitted in physical form on or before due date of closing of the tender	Address for Submission: <b>O P Sharma (AGM- TG &amp; BOP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone: (02629) 261063-72 Fax no. : (02629) 261080 &amp; 261073 Email : <a href="mailto:opsharma@gipcl.com">opsharma@gipcl.com</a></b>
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#### 8. **SUBMISSION OF BIDS**

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

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

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

**Note: Tender fee and EMD shall be submitted in physical form on or before due date of closing of the tender.**

The bids shall be submitted in two parts viz. **Part 1** – (Techno – commercial Bid without price) and **Part 2** (Price Bid).

##### **Part-1 Techno commercial bid without price.**

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

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

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. All the details / documents as per eligibility criteria
4. Performance certificate issued by clients.
5. Previous work order copies.
6. Details of present work order (if any)
7. 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.
8. Details of qualification of expert engineer.
9. Schedule of deviation (Annexure- J) technical as well as commercial, if any.
10. PF Number and allotment letter.

11. PAN Number.
12. GST Registration number/certificate copy.
13. Annexures and forms as per Section F.
14. Annexure M (Declaration cum Undertaking for Safety Laws and Regulations Compliance) & Annexure N (Declaration for Contractual Disputes/ Litigations) on Company's Letter Head.

## **Part-2 Price Bid.**

The bidder furnishes the price bid through GIPCL E-Tendering System at [www.gipcl.com](http://www.gipcl.com) in soft form only on or before **02.06.2023**; no physical price bid document is acceptable. Price quoted shall be inclusive of cost of all manpower, consumables, tools and tackles, transportation, safety and statutory compliance, mobilization and demobilization etc. GST shall be quoted separately.

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

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

## **9. MODIFICATION AND WITHDRAWAL OF BIDS**

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

## **10. POLICY FOR BIDS UNDER CONSIDERATION**

- a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
- b. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by

requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

## **11. EFFECT AND VALIDITY OF THE BID**

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

## **12. OPENING OF BIDS**

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

### **12.2 Preliminary Examination:**

12.2.1 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.

12.2.2 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.

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

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.

- 13.5 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.
- 13.6 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.
- 13.7 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.

#### **14. RIGHT OF REJECTION OF TENDERS**

- 14.1 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.
- 14.2 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.
- 14.3 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.

#### **15. AWARD OF CONTRACT**

- 15.1 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.
- 15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 15.3 GIPCL reserves the right to cancel / short close the contract during the contract period without assigning any reason.
- 15.4 GIPCL reserves the right to split the contract quantities between vendors.

#### **16. CONTRACT PERIOD**

- 16.1 Contract period will be of one years from the date of issue of work order.
- 16.2 GIPCL reserves the right to extend the Contract Period up to 6 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
- 16.3 GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason and without any compensation.

## **17. 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.

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

## **19. 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'.

## **20. 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.

## **21. PAYMENTS**

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

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

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

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

## **23. QUANTITIES**

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



Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

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

## **SECTION-B**

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

1. Tender documents are available only in electronic format. Bidders candownload free of cost from the web site <http://etender.gipcl.com/>
2. All Bids (technical and price Bid) should be submitted online through the website <http://etender.gipcl.com/> only. No physical submission of price bid will be entertained as it should be submitted online only. Also, no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110, Gujarat.

[1] Details of Tender Fee submitted online [2] EMD [3] Supporting Documents for Technical Bid.

4. Bidders who wish to participate first time in online tenders will have to register their firm at GIPCL-SLPP by applying for registration through vendor registration option available in the website - <http://etender.gipcl.com/> at least before five working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create vendor code which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

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

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

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

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

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

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

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

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

Bid security / EMD should be refunded to the successful bidder on receipt of Performance Security.

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

1) The work to be executed by the contractor shall be free from any defects and guaranteed for workmanship & quality for a defect liability period of **six months**

from the date of taking over of the work by the GIPCL. Any defect noticed during the defect liability period shall be corrected / rectified by the contractor at his own cost & no extra cost to the GIPCL.

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

### **3. RECOVERY CLAUSE**

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.
- (iii) Party shall preserve the materials like pipes, bends, flanges, valves, piping fittings, bolts, paints, spares and lubricants of the auxiliaries etc. Issued for execution of the job & shall guard it properly against theft or pilferage. In case of theft of materials issued to the party, appropriate amount (equivalent to the cost of the pilferage material) will be recovered from their bill.

### **4. ASSIGNMENT AND SUBLETTING OF THE CONTRACT**

The contractor shall not assign or sub-let any part of the contract to any other party or agency without written permission from GIPCL.

### **5. DEDUCTIONS FROM CONTRACT PRICE**

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the contractor is liable, shall be recovered by the GIPCL. The contractor shall pay all such claims within 15 days of claim failing which the same shall be deducted from the bills of contractor.

### **6. TERMINATION OF CONTRACT BY GIPCL**

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG

## **7. FAILURE & TERMINATION**

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

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

## **8. SETTLEMENT OF DISPUTES**

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in

writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

**9. INTERPRETATION OF CLAUSE**

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

**10. EMPLOYEE'S COMPENSATION INSURANCE**

Contractor shall take all risk Insurance Policy to cover all his workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The E. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL. EC policy should cover the specified contract period.

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.

**11. STATUTORY REQUIREMENTS**

**a. COMPLIANCE OF LABOUR LAWS**

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
  - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
  - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
  - 3.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office

- concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
  - 3.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
  - 3.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
  - 3.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
  - 3.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
  - 3.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employees Compensation Act, 1923.
  - 3.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
  - 3.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
  - 3.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
  - 3.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans along with ECR on monthly basis to HR&A dept. for verification and record.
  - 3.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
  - 3.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
  5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of

registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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

**b. LEGAL ASPECTS**

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



**12. PAYMENT OF WAGES**

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

**13. ACCIDENT TO WORKMEN**

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

**14. SAFETY ASPECT**

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

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

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

**15. GENERAL SAFETY CLAUSES:**

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per

gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.

14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 40 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-

The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B, C & D below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.

B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> <li>• Rs. 500 /- per instant.</li> <li>• After three incidences, Per incidence Rs. 2500/-</li> <li>• Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.</li> </ul>
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	<p>Suspend the entry gate pass for one week.</p> <p><input type="checkbox"/> After two suspensions his gate pass will be cancelled.</p>

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

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

**16. REJECTION OF WORK:**

If, as a result of inspection, examination or testing, the GIPCL's Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL's Representative may reject such plant, materials, work or workmanship and shall notify the CONTRACTOR promptly, stating his reasons. The CONTRACTOR shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship,

GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. CONTRACTOR shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Contractor failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the CONTRACTOR and deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR's dues.

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

**17. GENERAL TERMS AND CONDITIONS:**

1. GIPCL reserve the rights to cancel the tender without assigning any reason thereof.
2. The contractor shall have to carry out the work as per the attached specification instruction of engineer in-charge.
3. The contractor has to collect / utilise the free issue items from GIPCL store/warehouse and shifting arrangement has to be made by contractor at their cost. Contractor shall give reconciliation of the issue of materials drawn & the balance unused items are to be returned to ware house at the cost of the contractor.
4. All the scrap/waste oil generated should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge.
5. Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamps.
6. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost.
7. The contractor has to take group insurance policy for their employee. The contractor has to submit labour license and PF account number to the Engineer In Charge before start the work.
8. One or more jobs may be required to be done simultaneously and contractor shall mobilise additional resources accordingly.
9. Party shall also submit day to day progress report and shall assist the EIC looking after the job to plan next day work in advance.
10. Immediately after completion of job, work area has to be cleaned by removing all the tools, scrap, cotton waste, oil, grease etc. All the scrap/waste oil generated should be disposed off to the scrap yard or any other designated place as

- instructed by Engineer in Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge.
11. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets, safety belts, ear plug/muff, nose mask etc of standard quality. Failing this the Engineer in Charge is authorised to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations Engineer in Charge may take necessary action against the contractor.
  12. It is contractor's responsibility to issue above quality PPE's and maintain the record after every issue of PPE's to employee. Contractor has to submit the PPE's issuing register to GIPCL engineer in charge & safety officer. Also, it is contractor responsibility to ensure the entire employee using the PPE's as per the safety requirement. Failing this GIPCL will take disciplinary action against employee & contractor.
  13. All lifting tools and tackles shall be duly certified by competent person and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules 1963 and section 29 of the Factories Act-1948 shall be submitted to safety depts. every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted to safety depts. before taken into use. All lifting tools and tackles shall be made of good construction, sound material, with adequate strength and to be maintained properly and functional (i.e. free from any defect.)
  14. Working at height: When working at height where proper footrest is not provided or working on ceiling or roof covered with fragile materials, full body harness, safety belt, ladders and crawling boards shall be used to prevent fall of persons. Further, during working on height, contractor will arrange proper scaffolding of steel pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge has to comply strictly in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
  15. Terms of termination of contract: - On regular deviation/default in compliance of safety norms and safety rules, GIPCL management may take strict actions on contractor which may include holding of payment, imposition of penalty, and even contract termination.
  16. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. Bidder to confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate. Provide us details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.

GIPCL is an ISO 9001-2008, ISO 14001-2004 & BS OHSAS 18001:2007 certified company, and GIPCL gives extremely importance to maintain these global standards. Contractor has to comply requirement of these standards while

executing work at SLPP, GIPCL. Contractor should make awareness among their entire workman about these standards & maintain all records with utmost care.

**18. CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP.**

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

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

**19. FACILITIES TO BE PROVIDED BY GIPCL**

**A.** The Company shall provide the following facilities to the Contractor at the site:

1. Scaffolding shall be in the scope of GIPCL.
2. Electricity, Air & water at nearest available one point, free of cost. Further distribution to be done by contractor at their cost.
3. Lodging and boarding for contractor's engineers shall be provided on chargeable basis, subject to availability.
4. Canteen facility (in plant and colony) will be provided on chargeable basis.
5. First aid facility as available.
6. Workshop facility as available at site only.

Apart from the above, no other facilities shall be provided by GIPCL. The contractor shall provide all necessary facilities including accommodation to their workmen at their cost. A quarter may be provided on chargeable basis depending upon availability.

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

**20. FORCE MAJEURE**

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

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

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

**21. INDEMNITY**

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

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

**22. GOVERNING LAW AND JURISDICTION**

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

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

\*\*\*\*\*



## **SECTION-D SPECIAL CONDITIONS OF CONTRACT**

### **1. DETAIL SCOPE OF WORK**

1. Engineering study of Compressed air system using their instruments.
2. Detailed report for energy saving through installation of Energy saver in compressed air system for GIPCL reviews. Guaranteed energy saving shall not be less than 4% after installation of energy saver considering minimum pressure 7.0 kg/cm<sup>2</sup> at energy saver outlet and 5.5 kg/cm<sup>2</sup> at end point near ID fan IG V as per operation requirement. Considering minimum pressure requirement at energy saver outlet & at end point near ID fan IG V, if energy saving is less than 4% than PO will be terminated.
3. Supply and installation of energy saver in compressed air system to achieve required parameters and saving as guaranteed.
4. Commissioning and demonstration of energy saving.
5. Detailed report on actual energy saving achieved after installation & commissioning of Energy saver.

### **OPERATIONAL & GUARANTEE PARAMETER:**

Operational parameter after installation of Energy saver shall be minimum 7 kg/cm<sup>2</sup> pressure of instrument air at energy saver outlet and 5.5 kg/cm<sup>2</sup> pressure of instrument air at end point near ID fan IG V.

Guaranteed energy saving shall not be less than 4% after installation of energy saver after fulfilling minimum operational parameter requirement.

### **2. TO REMEDY DEFECTIVE WORK**

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

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

### **3. DAILY DIARY AND PROGRESS REPORT :**

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

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

#### **4. PRICE & RATES**

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

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

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

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

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

Contractor shall at his expense comply with all labour and industrial laws and such other acts and statues as may be applicable to the contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold their payments till all legal liabilities are discharged.

#### **3. CONTRACT PERIOD**

1. Contract period will be of one years from the date of issue of work order.

2. GIPCL reserves the right to extend the Contract Period up to 6 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
3. GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason and without any compensation.

#### **4. TERMS OF PAYMENT**

##### **A. Conditions of Payment:**

1. 90% payment shall be paid within 30 days after installation and commissioning of energy saver, achievement of parameters & saving as guaranteed, submission of report and verification of invoice.
2. Balance 10% payment shall be released after 3 months from the date of commissioning and satisfactory operation of the system and after receipt of PBG.
3. For claiming GST, a copy of registration certificate issued by the GST authority to be submitted.
4. GST registration number & date of issue should appear clearly on the invoice.
5. GIPCL GST No. 24AAACG7277Q1Z0 should also appear clearly on the invoice.
6. GST amount to be claimed separately with percentage (%) in the invoice.
7. Permanent Account Number (PAN) should appear clearly on the invoice.
8. Income Tax as per the then prevailing rule will be deducted at source from payment claimed in the invoice.

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

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

#### **5. GENERAL CONDITIONS OF CONTRACT**

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

**SECTION-E**  
**Annexure A - Price Schedule**

<b>Sr. No.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Total Cost in Rs.</b>
1.	Supply & installation of energy saver in Instrument air System (Lump-Sum)	1	No.	
2	GST @			
3	Grand Total			

Total Amount in Words: \_\_\_\_\_

Note:

1. The GST shall be paid extra at actual, if applicable.
2. Rate quoted shall be firm.

COMPANY SEAL

Signature.....  
Name.....  
Designation .....  
Company.....  
Date.....

## SECTION-F LIST OF ANNEXURES & FORMS

### 1.0 ANNEXURE-B

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

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

B. G. No.-----Date: .....

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

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

2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.------(Rs .....only)
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not

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

Date \_\_\_\_\_

..... Bank  
Corporate Seal of the Bank

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

**2.0 ANNEXURE-C**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
(To be executed on non-judicial stamped paper of approximate value)

B. G. No.-----Date: .....

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



**ANNEXURE-D**

**PERFORMA CERTIFICATE**  
(No claim, No arbitration)

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

Dear Sir,

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

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

We hereby confirm with free consent as under:-

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

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

For, M/S. \_\_\_\_\_

Signature, Stamp and date.

**Form-A**

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

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

**Form-B**

**List of Tools & Tackles to be submitted with physical documents**

Sr. No.	Description	Nos.	Status

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

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

**ANNEXURE-J**

**SCHEDULE OF DEVIATION FROM GENERAL SPECIFICATION**

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

<b>Sr. No.</b>	<b>SECTION</b>	<b>CLAUSE NO.</b>	<b>AS PER TENDER DOCUMENT</b>	<b>DEVIATION</b>

The BIDDER here by certifies that the above-mentioned points are the only deviations from the Owner's General condition of this enquiry. The Bidder further confirms that in the events any other data and information presented in the Bidder's proposal and accompanying documents are at variance with the specific requirements laid out in the Owner's General specifications, then the latter shall govern and will be binding on the BIDDER for the quoted price.

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

**ANNEXURE- M**

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

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

**ANNEXURE- N**

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

**Declaration for Contractual Disputes/ Litigations**

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

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

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

COMPANY SEAL

SIGNATURE.....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

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

Reference PO Number

Date:

Integrity Pact No. :

Contract Period

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

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

Seal & signature

Seal & Signature

**(GIPCL's Authorized Signatory)**

**(Party's Authorized Signatory)**

**Name:**

**Name:**

**Designation:**

**Designation**