



**GUJARAT INDUSTRIES POWER COMPANY LTD.
(SURAT LIGNITE POWER PLANT)
(4 x 125 MW Power Generating Units)
SLPP/LLHS/STR/18-19**

**SPECIFICATIONS OF ANNUAL RATE CONTRACT FOR “FABRICATION,
DISMANTLING & ERECTION OF VARIOUS STEEL STRUCTURAL WORKS” AT
LIGNITE, LIMESTONE & ASH HANDLING SYSTEM OF SLPP**

E-TENDER ID:-297007

ADDRESS:

GUJARAT INDUSTRIES POWER CO. LTD.,
(SURAT LIGNITE POWER PLANT)
AT & POST: NANI NAROLI
TALUKA: MANGROL
DIST: SURAT
PIN: 394 110 (GUJARAT)
PHONE: EPABX (02629) 261063 to 261097
FAX NO: (02629) 261074/261085/261080

GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LIGNITE POWER PLANT

Sub: The Annual Rate Contract for “Fabrication, Dismantling & Erection of Various Steel Structural Work” at Lignite, Limestone and Ash Handling System of GIPCL-SLPP.

INSTRUCTIONS TO BIDDERS

1. PROJECT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named **COMPANY/GIPCL**), is a premier power utility in the state of Gujarat with an installed capacity of 810 MW thermal and 5 MW solar power plant. GIPCL is also developing Wind Power Projects in the State of Gujarat and in process of implementation of 2x1 MW Distributed Solar Pilot Project at SLPP. Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each, is located at village Nani-Naroli, Taluka Mangrol, District Surat in Gujarat. GIPCL has also developed its own lignite and Lime stone mines close to the Power Plant. The plant is based on Circulating Fluidized Bed Combustion technology for the boilers where lignite is burnt along with limestone in the furnace of the boiler.

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad highway. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and State highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

The Company is desirous of entering into an Annual Rate Contract for “**Dismantling, Fabrication & Erection of Various Steel Structural Work**” at Lignite, Limestone and Ash Handling System of GIPCL-SLPP for a period of one year and is therefore inviting tenders online from experienced contractors.

2. SUBMISSION OF BIDS

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

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

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

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

Bid shall be submitted in two parts namely: Technical-cum-Commercial Bid and Price Bid as per following:

Part-I 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 in Techno commercial bid:

1. Previous work order and certificate copies as per prequalification requirement.
2. P.F. Number and Allotment Letter
3. E.C. policy copies of previous order.
4. Labour Licence of Previous order if applicable
5. PAN Number.
6. Submission of copy of registration certificate issued by GST Authority.

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

Bid not consisting of above documents shall be rejected.

Part-II Price Bid

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

3. BRIEF DETAILS

Sr. No.	Description of Item	Particulars
1.	Scope of Work	“Annual Rate Contract for “Fabrication, Dismantling & Erection of Various Steel Structural Work” at Lignite, Limestone and Ash Handling System of GIPCL-SLPP”
2.	Completion Schedule	The contract will be for a period of 01 years from the date of actual commencement of operation of the contract as stated in the Work Order (‘Contract Period’).
3.	Tender Fee (Non-refundable)	Rs. 3000/- (Rupees Three Thousand Only) in form of DD in favour of “Gujarat Industries Power Company Limited” payable at Vadodara, Gujarat
4.	Earnest Money Deposit (EMD)	Rs. 40000/- (Rupees Fourty Thousand only) along with the bid as per ANNEXURE-G. The EMD shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. (In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date set for opening of the bids.)
5.	Mode of Submission of Bids	<p>Part- I (Techno-commercial Bid) shall be submitted in Physical form in a separate sealed envelope super scribed with “Part-I: Techno-commercial Bid” as well as Tender No. and Due Date.</p> <p>EMD & Tender Fee shall be submitted in a separate sealed envelope super scribed with “EMD & Tender Fee” as well as Tender No. and Due Date.</p> <p>The above 2 envelopes shall be put in one common sealed envelope super scribed with Tender No. and Due Date and submitted to Bid submission address mentioned below.</p> <p>Part-II (Price Bid) is STRICTLY TO BE SUBMITTED ONLINE on or before due date and time to https://www.nprocure.com in line with Instructions to Bidders as per RFP, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard . Bid submitted with Physical Price Bids Envelope shall become</p>

		liable for rejection.
6.	Validity of Offer	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.
7.	E-Reverse Auction	Will be informed by GIPCL to all eligible bidders.

NOTES:

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

Addl.General Manager (SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village:Nani Naroli,

Taluka: Mangrol,

Dist.:Surat-394 110, Gujarat.

Phone: (02629) 261063-72. E-Mail: lcpatel@gipcl.com

4. PLANT VISIT

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

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

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, labour, etc. Contractor has to complete

the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, 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. SCOPE OF WORK

5.1 The scope of work covers for entire Lignite, Limestone and Ash Handling systems.

5.2 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.

5.3 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary $\pm 20\%$ as per site requirement.

6. DETAILED SCOPE OF WORK:-

The scope of work for “**Fabrication, Dismantling & Erection of Various Steel Structural Works**” at Lignite, Limestone and Ash Handling System of GIPCL-SLPP.

A. Structural Steel Fabrication, Dismantling, Erection of old structures and its associated activities.

1. Before starting of fabrication work, the measurement of existing structures is to be taken. Drawing is to be prepared and submitted to GIPCL for approval if desired by Engineer In-Charge.

2. The structure includes various platforms, gallery walk-ways, stair cases, gratings, steps work, Ladder work, any kind of structural strengthening, modification & replacement work in galleries, trestle, JNT's and houses etc.
3. Structures are fabricated from MS steel materials with different sections after conformation from Engineer In-Charge.
4. Hand railing work.
Contractor to note that certification of hand railing pipe shall be done on (running meter) RMT of each panel. Each hand railing panel shall be completed by detailing, fabrication and erecting hand railing using 32 NB G.I Pipes (B-class with screwed end with two horizontal rails one at 500mm and another at 1200 mm above the base level with vertical pipes at 1000 mm including provision of all accessories like necessary bends, ties, junctions, sockets, including all operations such as cutting, straightening, alignment, grinding, welding, fixing in line and level at all elevation as per specification & drawing and also including a toe protection MS plate of 85 x 8, including painting of toe plate with one coat of primer and two coats of enamel paint and touching with enamel paint after erection etc, complete as directed by Engineer in charge.
5. The Junction tower / houses structural door which needs partial replacement/ repairing is to be carried out at site.
6. Fabrication & installation of monorail doors followed by dismantling of the old doors. The doors shall be measured, fabricated & erected to suit at site.
7. Replacement of Structural members of Girder of Fly Ash Pipe rack carrying FA Silo-1,2 to FA Silo-3,4 transfer lines (nearby FA Silo-1,2) including Painting.
8. Fabrication and Erection of Platform / Gratings erection nearby roof of Bed Ash Silo-3,4 (Staircase to BAS-3 connection) including Painting
9. Fabrication and Erection of Platform / Gratings erection nearby roof of Fly Ash Silo-3,4 (Staircase to FAS-3 connection) including Painting.
10. Strengthening of Fly Ash Conveying Pipe rack members (Phase-1) along with Replacement / Erection of all Gratings including Painting.
11. Miscellaneous Fabrication and Erection of Platforms/Gratings of AHS (as and where required basis) including Painting
12. Surface of raw steel materials has to be cleaned. Fabricated structures are also to be properly cleaned by wire brush / buffing before painting.
Supply of Enamel Paint. : - 107 MT for structural work.
Bidder to note that the enamel paint shall be applied for 107 MT as per the procedure of application mentioned in tender document. . i.e. One coat of zinc oxide primer with two coats of synthetic paint to be applied. Dry film thickness (DFT) of Primer shall be minimum 30 micron and two coat of enamel paint of 25 microns each. The total DFT shall be 80 micron.
13. Bidder has to supply sufficient quantity of paints to meet the tender requirement Paint Material including thinner is in the scope of Bidder.
14. Steel sections and fasteners shall be supplied by the GIPCL.
15. The fabricated structures which needs the bending is to be through hydraulic press only, party may move the part of the material at a time outside the plant for bending purpose and the same should be return back to the plant with in schedule time is in your scope.

B. Technological Structural Steel Fabrication & Erection, Dismantling of old structures and its associated activities.

1. Before starting of fabrication of technological structures, the existing technological structures measurement is to be taken. Drawing is to be prepared and submitted to GIPCL for approval if desired by Engineer In-Charge.
2. Fabrication, Erection, Dismantling of Conveyor Stringers and short supports as per instruction of Engineer In-charge.
3. Installation of Gratings in floors of building and Junction Tower, stair case steps, gallery walkways and wherever required as per instruction of Engineer In-charge.
4. Fabrication, Erection, of seal plates and replacing the corroded seal plates as per instruction of Engineer In-charge.
5. Fabrication, Erection, Re-Erection of conveyor deck plate and replacing the old corroded deck plate as instruction of Engineer In-charge. Deck plate shall be properly bend as per requirement of Plant and as instruction of Engineer Incharge.
6. Fabrication, Erection, Skirt board & its supporting structures & Frames like Tail Frames, Head Frames, Bend Frames, and Snub Frames etc. The skirt board and frames shall be prepared accordingly to suit at site.
7. Fabrication, Erection of new chute and removal of Old Chutes. The Chutes shall be of mother plate MS 10/8 mm thick with SS 409 M liners of 3/5 mm thick for all conveyors. Hoods shall be of mother plate of 6 mm normally. The chutes and hoods shall be prepared accordingly to suit at site.
8. Any kind of chute patching / repairing work shall be carried in square meter basis.
9. Fabrication, Erection followed by replacement of old inspection doors of chutes, hoppers, crusher bodies and other equipments by fabricating & and erecting the same to suit at site.
10. Fabrication and erection of Safety Guards of Conveyor belt pulleys, coupling guards, crusher pulley guards and other safety guards of rotating equipments. The same is to be fabricated and erected to suit at site.
11. Fabrication & erection of grills for feeder breaker, apron feeder grills and bunker followed by removal of old grills. The dimension and sizing of grills shall be approved from Engineer In-charge.
12. Cleaning and Refurbishment / strengthening of gallery stools like its top plate, bottom plate, stiffeners, bearings, stoppers etc. with application of anticorrosive paints One coat of primer of 90 DFT and one coat of final paint of 40 DFT shall be applied. The supply of anti corrosive paint shall be in Bidders Scope. Supply of Anti-Corrosive epoxy type Paint. :- 1.5 MT for conveyor gallery stool refurbishment / strengthening work. Bidder to note that the Anti-Corrosive epoxy type paint. i.e One coat of primer of 90 DFT and one coat of final paint of 40 DFT shall be applied. The total DFT shall be 130 micron. Bidder has to supply sufficient quantity of anti corrosive epoxy type paint to meet the tender requirement
13. To reach the gallery stool height for refurbishment, Bidder has to supply scaffolding for proper approach and other essential safety tools etc.
14. Piping work for service water, potable water, zero discharge line, spray water line etc is to be carried out with flanges, gasket, valves, and elbows with necessary support with u-clamp with proper threading/welding.

15. Nozzle fixing/replacement for spray water line in all the conveyor galleries, bunker bays, Houses etc.
16. The fabricated structures which needs the bending is to be through hydraulic press only, party may move the part of the material at a time outside the plant for bending purpose and the same should be return back to the plant with in schedule time will be in your scope.

C. GENERAL INSTRUCTION FOR SCOPE OF WORK:-

1. The quantity indicated in the billing break-up is tentative. Payment will be made as per actual.
2. Before starting of the work, required Hot, Height, Equipment clearance, & running permit are to be taken. After issuing all the permits by concern department work shall be started.
3. Execution of the work is round the clock and in all the days.
4. Arrangement for lighting at the work spot while carrying out fabrication, removal, erection activities has to be made by the Bidder. He has to arrange all lighting equipments such as power cable, hand lamps etc. The Bidder has to take prior approval for taking electrical power supply.
5. Before starting the work all tools & tackles to be verified with GIPCL representative and certificates of lifting tools/tackles, vehicle license along with other legal & statutory requirement is to be verified with GIPCL safety after submitting required documents and checking.
6. Necessary gate-pass for manpower from our HR & A dept and security dept. is to be taken during mobilization.
7. The Bidder shall have to submit daily reports showing fabrication work carried out including material / consumables etc. used.
8. Bidder have to deploy site-in-charge who will co-ordinate day to day activities with GIPCL and submit job-card daily.
9. The Bidder has to take group insurance policy for their workmen. The Bidder has to submit labour license and PF account number to the Engineer In charge before start the work.
10. The Bidder has to do quality job. GIPCL will not compromise in quality. In case of poor quality of work the Bidder may be asked to rework the job at his own cost.
11. Steel Material shall be issued in MT on measurement basis from our warehouse.
12. Shifting of raw material from GIPCL store will be in your scope. However Hydra shall be provided free of cost subject to availability for loading / unloading only.
13. Watch and ward of steel is in Bidder scope.
14. Actual work will be checked in MT on measurement basis and accordingly steel will be reconciled.
15. At the end of every month, Bidder have to submit steel reconciliation statement while submitting monthly R A bill. **The monthly bill will be processed on the basis of daily job-cards and steel reconciliation statement.**
16. Bidder has to prepare job card/protocol for each work permit which is to be filled & verified immediately after completion of work. Thus payment of each work will be verified based upon job card only.

17. It is a pre-condition that the Bidder and the persons deployed by him are for a Contractual period only.
18. If any damage occurs due to negligence of Bidder, he has to bear the entire cost of repair / replacement of equipment /machinery to the satisfaction of GIPCL.
19. Bidder shall make their own arrangement for transportation of manpower, T&P & consumables.
20. In case the Bidder fails to execute the jobs as assigned to satisfaction of GIPCL, GIPCL reserve the right to execute the job through a third party at the cost & risk of the Bidder.
21. Erection of all above technological Structural is to be carried out such a manner that it will not affect surrounding area and running system.
22. In re-erection part, the item will be certified only when it is displaced from its position for carrying out the work. The item which is not displaced from its position and the same has been just lifted to carry out the work, dismantling will not be certified for such item.
23. The item which is fabricated has to be certified by GIPCL Engineer In-charge only after its erection. **Only fabricated items will not be certified for payment.**
24. Dismantling is to be carried out without affecting other equipments and surrounding areas/running system.
25. Shifting of dismantled structures/equipments to designated place after weighing at our weigh bridge is in the scope of Bidder.
26. For shifting of scrap/dismantled material to scrap yard, provision of tractor/vehicle is in the scope of Bidder's
27. It is the responsibility of site in charge to segregate and remove the scrap from site within 02days after completion of work. Work will be certified by GIPCL Engineer In-charge only after removal of scrap to the scrap yard. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Bidder cost with penalty and it will be deducted in the RA bill.
28. Scaffolding, providing safety nets, and crane of required capacity and boom length for executing the work are in the scope of Bidder.
29. Welding is to be done by qualified/certified welders.
30. Fabrication is to be carried out as per IS standard within allowable limits.
31. Twists and bends should be removed before fabrication.
32. All cutting edges should be grinded properly.
33. All holes are to be drilled, no cutting is allowed.
34. Welding thickness should be as per approved drawings.
35. Structures to be properly clean by wire brush / buffing before fabrication.
36. Clean surface area of old technological structures for erection of new technological structures before erection
37. All consumables, T&P like welding machine, gas cutting set, grinding machine, skilled & semi-skilled manpower, supervisor etc for scope of works will be in Bidder's scope.
38. Required tools & tackles are to be mobilized as per attached Annexure-D.
39. All the necessary safety gears strictly to be used during entire work.
40. For cutting purpose, only Acetylene cylinders are to be used.

41. Cutting set and welding machine to be used only with all safety, all cutting edges should be grinded properly.
42. While erecting the fabricated structures Bidder has to follow all safety measures.
43. Before commencing the work, water washing of the area is to be done. As the area is fire prone, cutting and welding should be carried out after proper water washing of entire area. Water washing is to be done in co-ordination with fireman/ fire department. Area supervisor has to ensure that, the work area is free from fire hazard during and after completion of work.
44. Fire blankets are to be used where ever possible, while welding at erection front to avoid fire.
45. Bidder has to ensure, proper scaffolding, safety nets, jalis, cherry packers, cranes and other safety equipments for the completion of erection work in safe way.
46. All gas cutting burrs, welding flux etc. have to be cleaned properly.
47. Fabrication to be done with standard electrodes (ADOR, L&T, ESSAB, D&H MAKE ONLY).
48. Fabrication is to be carried out as per IS standard within allowable limits.
49. Submission of reconciliation statement of steel after completion of entire work is in your scope.
50. Welding thickness should be as per approved drawings.
51. Application of one coat of red oxide (30 micron) followed by two coat of enamel paint (25 micron each) to all fabricated items. Total Minimum thickness of 80 micron to be maintained.
52. Asbestos rope to be use during erection if requires.
53. Painting of structures has to be carried out even during the time when system is in operation. Hence, experienced supervisor(s) are to be deployed for supervision of work.
54. Further layer of Paint has to be applied after giving sufficient drying time to previous layer of paint as per manufacturer's recommendations.
55. Bidder has to arrange & get inspected thickness of each coat with the help of properly calibrated digital Elko meter to the Engineer-in-Charge of GIPCL before proceeding to application of next successive coat. Supply of Elko meter is in the scope of Bidder.
56. Painting shall be carried out only on thoroughly dry & clean surfaces. Painting shall be applied evenly. The workmanship shall be of best quality.
57. The optimum thickness shall be applied by brushing with minimum of brush marks. The coat shall be allowed to hard dry. The glass from the entire surface shall then be generally removed and the surface dusted off. At least 24 hours shall elapse between the applications of successive coats. Painting shall be done during dry weather only.
58. All scale, accumulated dirt and soluble salts must be removed. Dry bristle brushing will normally be adequate dirt. Soluble salts should be removed by water jet washing.
59. All surfaces to be coated should be clean, dry and free from contamination.

D. SPECIFICATION FOR PAINT MATERIAL TO BE USED

- **Primer Coat (as per scope of work)**

Red Oxide Zinc Chromate Primer confirming to IS: 2074 of "BERGER" make only Uor Uequivalent paint of "ASIAN" make only after approval of GIPCL.

Bidder shall arrange for carrying inspection of the procured paint material along with the Engineer-in-charge after the same is inwarded in GIPCL and the bill of same shall be the stamped and signed by Security personnel present at gate. Further, this bill shall be enclosed with the Invoices when submitted as per the "Terms of Payment" below.

- **Finished Coat (as per scope of work**

Synthetic Enamel (Sky Blue and Smoke (light) Grey as per scope of work): Total Synthetic Enamel Paint material shall be of "BERGER" make BP SYN ENAMEL confirming to IS: 2932 U or U equivalent paint of "ASIAN" make only after approval of GIPCL. Bidder shall arrange for carrying inspection of the procured paint material along with the Engineer-in-charge after the same is inwarded in GIPCL and the bill of same shall be the stamped and signed by Security personnel present at gate. Further, this bill shall be enclosed with the Invoices when submitted as per the "Terms of Payment" below.

- **Anti-corrosive Epoxy type Paint.**

Bidder shall submit the technical details to GIPCL for approval. The make for the same shall be Asian, Berger, AkzoNoble, ICL

7. GENERAL INSTRUCTIONS

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

- 7.8 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting.
- 7.9 Conditional offers shall be rejected at the outset.
- 7.10 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended.
- 7.11 A Pre Bid meeting will be organized by the Company before the last date for submission of bids at GIPCL - SLPP. Bidders or his authorized representative should attend the pre-bid meeting. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 7.12 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.
- 7.13 The Company reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- 7.14 The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and the Company shall not be liable in any manner for the same.
- 7.15 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- 7.16 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.
- 7.17 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 7.18 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.

8. LANGUAGE OF BID

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

translation, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

9. EARNEST MONEY DEPOSIT & TENDER FEES

The Bidder shall deposit earnest money ('EMD') of Rs.40,000/- (Rupees Forty Thousand only) along with the bid as per ANNEXURE-G. The EMD shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. as per following details:

Sr. No.	Bank Details	Payable at Branch
1	Bank of Baroda	Mosali, Dist-Surat
2	State Bank of India	Nani Naroli Branch Code-13423
3	Any Other Banks	Surat

9.1 The EMD may, in the alternative, be submitted in the form of an irrevocable Bank.

Guarantee ('BG') in favour of Gujarat Industries Power Co. Ltd. from:

- (a) All Nationalized Bank including the public sector Bank or Private sector Bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or
 - (b) Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or
 - (c) Co-operative Bank (The Kalupur Commercial Bank Ltd., Rajkot Nagrik Sahkari Bank Ltd., The Ahmedabad Mercantile Co-operative Bank Ltd., The Mehsana Urban Co-operative Bank Ltd., Nutan Nagrik Sahkari Bank Ltd.)
- Performa of BG is as shown herein below in Annexure-G.

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

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

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

9.5 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.

9.6 No interest shall be payable on EMD.

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

9.8 The non-refundable tender fee of Rs. 3000.00 DD shall accompany with EMD in Part-1 cover

10. SUBMISSION OF BID

A: MODE OF SUBMISSION

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

Part 1 – EMD + Tender Fee + Techno-commercial bid without price in one sealed cover.

Part 2 – Price Bid.

Note: EMD & Tender fee to be submitted in physical form within three working days after due date of closing of the tender.

Part – 1

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

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

The bidder has to submit supporting documents to fulfil eligibility criteria as per clause no.15 in **Techno** commercial bid:

Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and if found satisfactory, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concerned 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.

Bid not consisting of above documents shall be rejected.

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

EMD and other documents to be submitted in physical form within three working days after due date of closing of the tender	Address for Submission: ADDITIONAL GENERAL MANAGER - SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
--	--

The envelope shall be clearly marked with SURAT LIGNITE POWER PLANT – TENDER FOR “THE **FABRICATION, DISMANTLING & ERECTION OF VARIOUS STEEL STRUCTURAL WORK**” at Lignite, Limestone and Ash Handling System of GIPCL-SLPP for a period of one year.

b) Price Bid

5. Price bid shall be submitted only in soft form through www.nprocure portal only.
6. The bidder shall fill the price schedule in the format given and the price shall be inclusive of cost of all manpower, consumables, tools and tackles, crane, transportation Safety and statutory compliance, etc.

7. GST shall be quoted separately **if applicable**. The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
8. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

b1): E-Reverse Auction after opening of online price bid

1. To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction
2. Lowest three (03) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
3. Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (Lowest Quoted rate) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the rate and the bidders have to reduce their rates in decrement of value as decided before start of e-Reverse Auction.
4. After e-Reverse Auction process, L1 bidder shall be decided on lowest rate at the end of the e-Reverse auction process for entire scope of work mentioned in the tender.
5. % Price reduction after E-reverse auction will be applicable equally to all the items mentioned in the price bid.

B: METHOD OF TENDERING/SIGNATURE OF BIDS

- (i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.
- (ii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney authorising such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorised to Bid on behalf of such Corporation/Company in the matter. A certified copy of the board resolution/power of attorney authorising such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.

- (vi) Bids not conforming to the above requirements of signing may be disqualified.

C: SCHEDULE OF DEVIATIONS

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

11. MODIFICATION & WITHDRAWAL OF BID

11.1 The Bidder may modify or withdraw its bid prior to the deadline prescribed for submission of bids.

11.2 No Bid shall be modified subsequent to the deadline for submission of Bids.

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

12. POLICY FOR BIDS UNDER CONSIDERATION

12.1 Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Company to the Bidders.

12.2 While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

13. EFFECT & VALIDITY OF BID

- (i) 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.
- (ii) In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- (iii) The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

14. OPENING OF BIDS

- (i) The owner 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.
- (ii) Preliminary Examination

14.2.1 The Company will examine the Bids to determine whether they are complete, whether any computational errors have been made,

whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

14.2.2 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.
- (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.

15. PRE-QUALIFICATION CRITERIA

- a. Bidder should possess minimum three years of experience out of last five years of having experience of Structural Steel Fabrication & Erection Work of any Coal/Lignite/Material Handling Plant and should enclose proof for the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificated from clients. The work completion certificate shall comprise of Order Value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- b. Bidder should produce evidence of having experience of successfully completed similar works as defined in 15 a) during last five years ending last day of the month previous to the one in which tender is invited. Satisfactory progress of ongoing works etc, secured from clients along with certified copied of documents / evidences preferably photo copies of work experience. The experience should be either of the following.
 - i. One similar nature of completed work / contract. The base contract value (excluding GST / Service Tax) of which shall not be less than the amount of Rs.27,25,000/- .

OR

 - ii. Two similar nature of completed work / contract with base contract values (excluding GST / Service Tax) shall not be less than the amount of Rs. 17,00,000/-.

OR

 - iii. Three similar nature of completed work / contract with base contract values (excluding GST / service tax) shall not be less than the amount of Rs. 13,60,000/-.

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

- c. Bidder should have annual turnover of Rs. 12 Lacs during last three financial years i.e 2014-15, 2015-16 & 2016-17. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three

financial years as mentioned above 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.

- d. The Net worth at the end of the last financial year 2016-17 should be positive.
- e. Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-Contractor will not be allowed and Price Bid of such Bidders will be rejected.
- f. Tender Fee: The Tender Fee shall be accompanied in form of Demand Draft.
- g. EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank.
- h. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- i. Bidder shall also enclose labour license and E.C policy copies of previous order.
- j. The Bidder has to submit Income Tax Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted..
- k. Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
- l. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the "Declaration for Contractual Disputes/Litigations" as **Annexure-Q** attached.
- m. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as **Annexure -P** 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.

- n. Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and if found satisfactory, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concerned 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.

Note: In case, the annual turnover is less than the statutory guidelines which does not require audit, the Bidder shall submit the turnover certificate from Chartered Accountant.

16. EVALUATION & COMPARISON OF BIDS

A: GENERAL

- (i) 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.
 - (ii) The Technical Bids will be examined and will be classified into two categories (viz.)
 - (a) Bids which are acceptable as they are or which with some modifications can be made acceptable.
 - (b) Bids which are completely unsuitable and which cannot be made acceptable by modifications. These Bids will be rejected.
- 16.2.1 Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.
- (iii) 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.
 - (iv) The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken.
 - (v) The commercial deviation, if any, shall be loaded to bring all the bids at par. The loading shall be carried out at an interest rate as 2% above PLR of SBI.
 - (vi) 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.

- (vii) 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.
- (viii) In the event of item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest workable rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

17. RIGHT OF REJECTION OF TENDERS

- (i) 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.
- (ii) Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset itself.
- (iii) 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.

18. AWARD OF CONTRACT

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

19. CONTRACT PERIOD

- (i) The contract will be for a period of 01 years from the date of actual commencement of operation of the contract as stated in the Work Order ('**Contract Period**').
- (ii) GIPCL reserves the right to extend the Contract Period for up-to 3 months on the same terms and conditions without entering into any new contract.

20. CONTRACT PERFORMANCE GUARANTEE (SD)

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

- (ii) The said SD shall be submitted in the form of a Bank Guarantee as per **ANNEXURE-H** attached herewith and the same shall be obtained by the Bidder in favour of the Owner within 21 days from the date of Letter of Intent (LOI)/Work order/Contract whichever is earlier from
 - (A) A nationalised/govt. bank, or
 - (B) Any one of following Private. Banks:
 - ICICI bank,
 - IDBI bank,
 - Axis bank,
 - Kalupur Co-op bank,
 - HDFC bank
 - (C) Commercial Bank
 - Kotak Mahindra Bank,
 - Yes Bank,
 - Ratnakar Bank,
 - Indusind bank,
 - Karur Bank,
 - DCB Bank,
 - ING Vyasya bank.
 - (D) Cooperative banks
 - Kalupur Commercial Bank Ltd,
 - Rajkot Nagrik Sahkari Bank Ltd,
 - Ahmedabad Mercantile Co-operative bank limited,
 - Mehsana Urban Co-Operative bank Ltd,
 - Nutan Nagrik Sahkari Bank Ltd.

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

- (iii) The SD/guarantee shall be valid for the entire period of the 'Contract' and claim period of SD/BG shall be up to 3 months from the date of completion of contract. If claim period is not given by the bank, BG should be valid for contract period plus three months.
- (iv) 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.
- (v) The amount of SD/Performance Guarantee will be returned to the Vendor/Contractor without any interest at the end of the 'Guarantee Period' subject to and after deduction of any amounts duly recoverable by the Owner hereunder.

21. ASSIGNMENT AND SUB-LETTING

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

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

23. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Contractor shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iii) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iv) The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gum boots, an other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
- (v) During emergency or similar situations the Contractor shall be required to mobilise resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilise sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor.
- (vi) During working in high risk area like electrical MCCs / oil/Lignite the workman must wear a suitable safety apron, safety hand gloves and goggles. It is the contractor's supervisor's responsibility to ensure it without failure.
- (vii) During unit overhauling/shutdown jobs, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of maintenance work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on job rate basis only. The work during the overhauling period is to be carried

out round the clock. Contractor should mobilise sufficient number of manpower and execute the work in two shifts with independent manpower. Contractor should not continue the same manpower more than 12 hours.

B: TOOLS & TACKLES AND CONSUMABLES

- (i) All tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding electrode, etc. would be in the scope of the contractor.
Note: the welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T.
- (ii) For proper maintenance of the plant, the contractor is required to maintain a list of tools & tackles in good working condition at site. The tentative list of such tools & tackles is enclosed as **ANNEXURE-D**. The contractor should note that this list is not exhaustive and if any additional tools and tackles are required for proper performance of the contract, the same shall also be arranged by the contractor immediately with no extra cost to GIPCL.
- (iii) Provision of scaffolding material for maintenance work will be in the scope of the contractor. The scaffolding shall be with pipe and clamps, metallic jallies.
- (iv) In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilise the manpower immediately within minimum time.
- (v) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- (vi) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- (vii) Insulation scrape materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed at a suitable location as per the instruction of engineer in charge.
- (viii) It is the responsibility of site incharge to segregate and remove the scrap from site. Work will be certified by E-I/C only after removal of scrap to the scrap yard.

GENERAL CONDITIONS OF CONTRACT

1. TERMS OF PAYMENT

A. Conditions of Payment:

A. Conditions of Payment:

The contractor shall raise the location (Package) wise separate running invoices in duplicate (one original in physical form and soft copy in MS Excel

format as directed by Engineer-in-charge) for every month in respect of the work performed or completed during the previous month along with the documents as mentioned hereinafter. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

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

B. Validity and Uniformity of Rates

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

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

C. Deductions from Contract Price

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

2. COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (i) The workmen employed by the Contractor for execution of work at the GIPCL site under this contract/tender shall be the Contractor's workmen and not the workmen of GIPCL and the Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (ii) The contractor shall at his own cost comply with the provision of labour 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.
- (iii) Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
- (iv) The Contractor shall obtain and keep in place an all risk cover insurance policy under the provisions of the Employee's Compensation Act, 1923 or any amendments or modifications thereof as may be applicable. The Contractor shall also obtain an insurance cover of adequate value for third party liability. These insurance policies shall be obtained from and within the jurisdiction of Surat and shall be assigned to GIPCL site. The same shall be submitted to GIPCL before the commencement of the work.
- (v) The Contractor shall be required to have registered himself under the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and

Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to GIPCL, failing which the contract is liable to be cancelled.

- (vi) The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All persons engaged by the Contractor for the performance of the obligations and works under the contract shall be his workmen only.
- (vii) The contractor shall have a valid labour license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same to GIPCL before commencement of work failing which GIPCL may terminate the contract at its sole discretion.
- (viii) The Contractor shall be required to have a Labour License and a copy thereof shall be submitted to GIPCL, HR & A Department. If the Contractor does not possess the same, he shall apply for Form – V immediately after receipt of the Letter of Intent and should obtain it within one week from the date of issue of Form – V.
- (ix) The Contractor shall also obtain a Group Insurance Scheme of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (x) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when ever required.
- (xi) The Contractor shall ensure that all his workmen should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any workmen the Contractor who does not comply the rules.
- (xii) The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1952 and remit contributions in respect of the workmen employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL may pay the same and GIPCL will recover the amounts so paid by it from the outstanding amounts payable by it to the Contractor. PF code of Gujarat region should be taken.
- (xiii) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
- (xiv) The Contractor shall also submit periodical reports/returns to the various statutory authorities under the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. under intimation to HR&Admn.Dept. of GIPCL.

- (xv) The Contractor shall pay remuneration to his workmen in accordance with the provisions of the Minimum Wages Act and shall in no case pay an amount lesser than that as prescribed or notified under The Minimum Wages declared by the Gujarat Government from time to time for different categories of workmen.
- (xvi) 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 the applicable law as per applicable rates.
- (xvii) The contractor shall take Employees Compensation Insurance Policy for all his workmen working at SLPP. The contractor shall indemnify the Company against any claim, liability, action, demand or proceedings due to any work injury or accident occurring to any of its workmen.
- (xviii) 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.
- (xix) If any of the persons engaged by the Contractor misbehave with any of the officials of 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.
- (xx) The Contractor shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- (xxi) 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 Industrial Disputes Act, 1947 or under any other labour 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.
- (xxii) The contractor shall make payment of wages to his workmen 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 challan alongwith copy of ECR on monthly basis to HR&A dept. for verification and record.
- (xxiii) The Contractor shall provide Safety items / kits to his workmen, such as safety shoes, goggles, ear plugs, hand gloves, safety belts and other PPE as per requirement etc., if any, required under the law.
- (xxiv) The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.

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

(xxv) The Contractor shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, and orders in relation to the deployment of labour. Any misrepresentation, false or untrue statement made by the Contractor in this behalf or in the event the Contractor acts or performs the contract in breach of the requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Contractor and the Contractor shall be solely accountable and liable for the same.

3. SAFETY NORMS TO BE OBSERVED BY CONTRACTOR

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely

responsible for any safety measures during 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. No loose connection / joints allowed in electrical cables during performance of any kind of job.
19. Safety shoes to be issued to female employees also.
20. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
21. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
22. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	<p>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.</p> <p>Unsafe working practices at height more than 3 meters</p> <p>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..</p>	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidence, Per incidence Rs. 2500/- • Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
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.

4. FACILITIES TO BE PROVIDED BY GIPCL

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

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

Apart from the above, no other facilities shall be provided by the OWNER. The contractor shall provide necessary facilities, including accommodation for their labour at his own cost.

5. WORK MEASUREMENT/CERTIFICATION

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

6. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT

The Contractor shall provide an insurance coverages (Medical + Death Benefit) for sum of Rs. 01 Lac to all his workmen deployed at GIPCL-SLPP site for the accident taking place outside the Company premises anywhere or at a time and place when the workman is not in course of his employment.

7. 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.

8. DEFECT LIABILITY PERIOD

The contractor shall guarantee the quality / workmanship of the job done for a period of 3 months after completion of job. If any work is found defective due to poor workmanship, then it shall be rectified free of cost.

9. INTERPRETATION CLAUSE

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

10. PENALTY AND RECOVERY

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

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

1. Deployment of less Equipment / Manpower than required : Rs.1000.00 Per day

And affecting the performance

2. Un-safe work : Rs.250.00 per instant

Total penalty due to above all clauses shall be maximum 10% of the total contract value.

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

11. TERMINATION

A. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the contractor if any of the following events occur :-

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.

- iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily

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

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

12. INDEMNITY

- a. 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.
- b. 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 Owner/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

13. SETTLEMENT OF DISPUTES

- a. Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is upto a sum of Rs. 25 Lakhs, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25 Lakh and upto Rs. 100 Lakh, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100 Lakh, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the 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.

14. 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.

15. OTHER CONDITIONS

- a. Communication equipment like mobile phone is to be provided to site in charge, any change in communication mode/number is to be intimated in writing to engineer in charge.
- b. Contractor should mobilize all resources for efficient & smooth execution of contract within 15 days from the date of issue of Letter of Intent.
- c. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen work in accordance with them.

16. PUBLIC HOLIDAYS

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

17. SUNDAY/HOLIDAY SHIFT/NIGHT SHIFT

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

PART – II

Price Bid(ANNEXURE-X)

TENDER. ID: 297007

A. Structural Steel Fabrication, Dismantling & Erection of structures like platforms, gallery walk-ways, stair cases, Gratings, steps work, Ladder work, hand railing work, Monorail Door work, any kind of structural strengthening, modification & replacement work in galleries, trestle, JNT's and houses, , platforms, gratings, and miscellaneous structures, structural member of Ash pipe rack, platforms, gratings, and miscellaneous structures and its associated activities including painting in Lignite, Limestone and Ash Handling System.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(A-1) Fabrication of Structural Steel structure like Platforms, walkways, staircase,ladder,monorail door	75	MT	To be filled in e-tender	To be filled in e-tender
2	(A-2) Erection of structural steel	100	MT	To be filled in e-tender	To be filled in e-tender
3	(A-3) Re-Erection of same item	23	MT	To be filled in e-tender	To be filled in e-tender
4	(A-4) Dismantling of salvage and shifting to scrap after measuring of the same at GIPCL Weigh Bridge	70	MT	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

B. Detailing, fabrication and erecting hand railing using 32 NB G.I Pipes (B-class with screwed end with two horizontal rails one at 500mm and another at 1200 mm above the base level with vertical pipes at 1000 mm including provision of all accessories like necessary bends, ties, junctions, sockets, including all operations such as cutting, straightening, alignment, grinding, welding, fixing in line and level at all elevation as per specification & drawing and also including a toe protection MS plate of 75 x 6, shall be provided for all hand railing including painting of toe plate with one coat of primer and two coats of enamel paint and touching with enamel paint after erection etc, complete as directed by Engineer in charge

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(B-1) Detailing, Fabrication and erection of hand railing using 32/40 NB G.I Pipes In Lignite Limestone & Ash Handling System.	150	RMT	To be filled in e-tender	To be filled in e-tender

Total (Rs.)	To be filled in e-tender
--------------------	--------------------------

C. Fabrication & Erection, Dismantling of Technological Structures like Stringer, Short Support, seal plate, Skirt Board and its Supporting Structures, Pulley Frames, Chutes & Hoods, Safety Guards & grills etc along with its associated activities including painting in Lignite and Limestone Handling System.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(C-1) Fabrication of Technological Structures	25	MT	To be filled in e-tender	To be filled in e-tender
2	(C-2) Erection of Technological Structures	25	MT	To be filled in e-tender	To be filled in e-tender
3	(C-3) Re-Erection of same item	8	MT	To be filled in e-tender	To be filled in e-tender
4	(C-4) Dismantling of salvage and shifting to scrap after measuring of the same at GIPCL Weigh Bridge	18	MT	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

D. Fabrication & Erection, Re-erection Dismantling of Steel Structures of any type along with its associated activities including painting for quantity upto 250KG at single isolated location at any height for Lignite and Limestone Handling System only.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(D-1) Fabrication up to 250 Kg.	5	MT	To be filled in e-tender	To be filled in e-tender
2	(D-2) Erection up to 250 Kg.	5	MT	To be filled in e-tender	To be filled in e-tender
3	(D-3) Re-Erection of same item	2	MT	To be filled in e-tender	To be filled in e-tender
4	(D-4) Dismantling of salvage and shifting to scrap after measuring of the same at GIPCL Weigh Bridge	4	MT	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

E Replacement of corroded Inspection doors of Chutes, Hoppers and crushers etc including painting

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
---------	---------------------	-----	-----	------------------	-------------

1	(E-1) Replacement of inspection doors of chutes, hoppers, crusher bodies and other equipments. The same is to be installed to suit at site	10	Nos.	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

F Cleaning and Refurbishment / strengthening of gallery stools like its top plate, bottom plate, stiffeners, bearings, stoppers, rocker arm etc. with application of anticorrosive paints.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(F-1) Cleaning and Refurbishment of gallery stools with application of anticorrosive paints	10	Nos.	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

G Piping work for service water, potable water, zero discharge line, spray water line etc is to be carried out with flanges, gasket, valves, and elbows with necessary support with u-clamp with proper threading/welding.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(G-1) Piping Work	100	RMT	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

H Fixing / Replacement of nozzles for water spray system in conveyor galleries, bunker bays, crusher houses and JNT's Work.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(H-1) Fixing / Replacement of nozzles for water spray system	50	Nos.	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender

Application of Paint with material as per tender specification.

Sr. No.	Description of Item	Qty	UOM	Unit Rate in Rs.	Total (Rs.)
1	(I-1) Application of Enamel Paint as per tender specification.	MT	107	To be filled in e-tender	To be filled in e-tender
2	(I-2) Application of Anti-Corrosive/Epoxy type Paint as per tender specification.	MT	1.5	To be filled in e-tender	To be filled in e-tender
Total (Rs.)					To be filled in e-tender
Total Sum of (A+B+C+D+E+F+G+H+I)					To be filled in e-tender

Note:-

- 1) The above rates are inclusive of all labour cost, equipments, supervision, consumables, tools, tackles, all taxes (excluding GST), VAT, royalties, duties, etc... Rate will be firm for entire contract period of One year.
- 2) Above quantity is tentative and may vary \pm 20%
- 3) The Amount shall be inclusive of loading and unloading at site.
- 4) The GST will be paid extra as applicable on submission of documents.

ANNEXURE-D
MECHANICAL MAINTENANCE.TENTATIVE TOOL & PLANK LIST.

SL.NO	DESCRIPTION	QUANTITY
1	400 Amp. Welding Rectifier / welding Generator	02 No.
2	400 Amp. Welding Transformer.	03 Nos.
3	Cutting Torch with hose and Regulator having hose length minimum 15 Mtr	5 Sets.
4	Welding cable 40 Mtr length with holder	06 Nos.
5	Earthing cable	06 nos.
6	Supply cable single phase & 3 phase having 40 Mtr Length	06 Nos. Each
7	Piano wire – 100 Mtr.	02 Nos
8	Water Level – 8MM Dia, 50Mtr. Lg.	02 Nos.
5	Steel Tape – 3 Mtr.	3
10	Steel Tape – 30 Mtr.	1
11	D/E Spanner. Complete Set	01 Sets
12	Ring Spanner. Complete Set.	01 Sets
13	Plumbs	02 No.
14	Angle Grinding M/C. (AG – 7) & AG-5	03 Nos./ 2 No
15	Pipe Wrench (Small, Big)	02 Nos.
16	Magnetic Drill	02 Nos.
17	D- Shackle (2MT, 5MT, Capacity.)	03 Each.
18	Wire Rope Sling capacity 3&5 MT	05 Each.
15	Mechanical Jack 5MT	01 Each.
20	Sprit Level	02 Nos.
21	Turn Buckle	2
22	Manila Rope (Each 50 Mtr. Long)	3 Bundles
23	Chain Pulley (1 MT) Capacity.	04 Nos..
24	Chain Pulley (2 MT) Capacity.	04 Nos.
25	Chain Pulley (5 MT) Capacity.	02 Nos.
26	Hack Shaw frame with blade	02 Nos.
27	Hand Lamp / Flood light	02 Nos. each
28	Scaffolding material	1 set
25	Chisels	3 No.
30	Torch(Large size)	03 Nos.
31	Line Testers	06 Nos.
32	ELCB for welding machines	08 Nos
33	FBA for cutting torch	10 Nos
34	Trolley for movement of Gas cylinders	03 Nos.

ANNEXURE - F

BID FORM

BID NO.:

From :

To :

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

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

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

ANNEXURE –G

PERFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No :

Date :

Guarantee cover period : From To

To,

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

Dear Sir,

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

As an irrevocable bank guarantee against bid guarantee for an amount of valid for one (1) year from is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

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

Contd.....2

(2)

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

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

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

(Signature)

(Name)

Designation with Bank Stamp

Attorney as per Power of

Attorney No

Dated

ANNEXURE-H

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

Ref :

Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

Last date for lodgement of claim :

To

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

Dear Sir,

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

Contd....2

(2)

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

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

Contd....3

(3)

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

Dates this.....day of20
at.....

.....
Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated :

ANNEXURE –J

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-M

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

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

Date : _____

Signature of Contractor
with official stamp

- ANNEXURE- P

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder \

ANNEXURE- Q

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder