

GUJARAT INDUSTRIES POWER COMPANY LTD.

(SURAT LIGNITE POWER PLANT)

(4 x 125 MW)

**TENDER SPECIFICATION FOR ERECTION AND DISMANTLING OF LAYHER
ALL-ROUND SCAFFOLDING SYSTEM IN COMBUSTOR OF UNIT- 1, 2, 3
BOILERS.**

TENDER NO. SLPP/MECH/BLR/SCAFF/2018-19

Year: 2018-2019

ADDRESS:

**GUJARAT INDUSTRIES POWER CO. LTD.,
(SURAT LIGNITE POWER PLANT)**

AT & POST: NANI NAROLI

TALUKA: MANGROL

DIST: SURAT

PIN: 394 112 (GUJARAT)

PHONE: EPABX (02629) 261063 to 261097

FAX NO: (02629) 261074, 261080

TENDER NOTICE (NIT)

TENDER NO.: SLPP/MECH/BLR/SCAFF /2018-19

Tender for: Erection and Dismantling of Layher All-Round Scaffolding System in Combustor of Unit- 1, 2, 3 Boilers.

Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat (Gujarat).
Quantity	The successful lowest bidder will be awarded this contract, involving total quantities of various items as mentioned against item descriptions in Price Schedule (Annexure-A).
Period of Contract	12 Months from the date of issue of work order.
EMD	Rs. 25,000 /- (Rupees Twenty Five Thousand only) by Demand Draft payable at Bank of Baroda - Mosali (Surat) or State Bank of India Branch Code-13423 - Nani Naroli or Any other National Banks - Surat. In case of Bank Guarantee, the BG shall be in favor of GIPCL from approved Banks mentioned in this tender.
Tender fee	2000.00 (Rupees Two Thousand only) by Demand Draft payable at State Bank of India, Nani Naroli Branch Code-13423 or Bank of Baroda, Mosali, Dist-Surat or any other Bank, Surat.
Availability of online Tender document	On website: http://etender.gipcl.com/
Downloading of online tender document from websites	11.06.2018 to 16.06.2018 Up to 17:30 Hours.
Last date of online submission of offer	16.06.2018 up to 17:30 Hours on website: http://etender.gipcl.com/
Submission of EMD, Tender fee and other supporting documents for prequalification bid in physical form	EMD, Tender Fees and other documents to be submitted in physical form on or before 16.06.2018 during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

NOTES:

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by the GIPCL during the period of publication of tender in the website. The bidders are required to visit the website regularly till the last date of bid submission.
2. GIPCL reserves the right to reject any or all the tenders or split the work among the bidders without assigning any reason thereof.
3. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document. The conditional tender will not be entertained and shall be liable for outright rejection.
4. The bidders are required to submit their bids online through the website <http://etender.gipcl.com/>
5. The EMD, Tender Fees & other documents to be submitted in physical form as mentioned above would be deposited at the following address:-

General Manager (SLPP)

GUJARAT INDUSTRIES POWER COMPANY LTD.

(Surat Lignite Power Plant)

At & Post: Nani Naroli,

Ta.: Mangrol, Dist.: Surat,

Pin – 394 112 (Gujarat)

Phone: EPABX (02629) 261063 to 261072

Fax No.: (02629) 261074, 261080.

GUJARAT INDUSTRIES POWER COMPANY LIMITED

SURAT LIGNITE POWER PLANT

Sub: Erection and Dismantling of Layher All-Round Scaffolding System in Combustor of Unit- 1 to 3 Boilers.

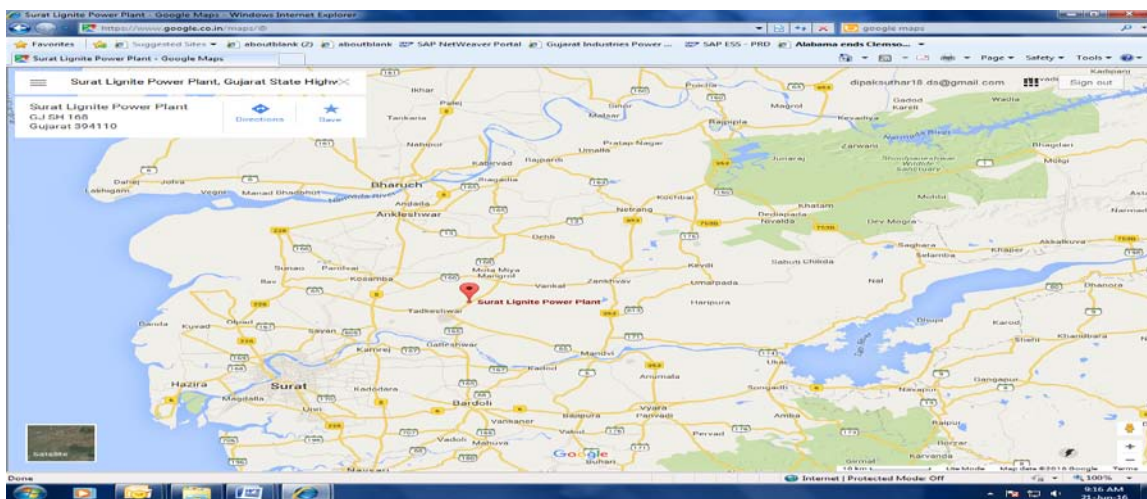
INSTRUCTIONS TO BIDDERS

1. PROJECT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. 112.4 MW Wind Energy Farm Project is commissioned. GIPCL has commissioned 1MWp Distributed Solar Power Projects each at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. GIPCL has successfully commissioned 80 MW (2 x 40 MW) at Gujarat Solar Park, Charanka, Dist. Patan.

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

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



The Company is desirous for seeking the service for Erection and Dismantling of Layher All-Round Scaffolding System in Combustor of Unit- 1 to 3 Boilers at SLPP and is therefore inviting tender online from experienced contractors.

2. SCOPE OF WORK

- 2.1 This tender is for Unit-1 to 3 Boilers.
- 2.2 The scope of work covers Mobilization of sufficient manpower with supervisor for erection and dismantling of Layher All-round scaffolding system in combustor of Unit- 1, 2, 3 Boilers. Combustor dimension in meter is 12.704 length x 7.060 width x 30 heights. GA drawing of combustor scaffolding arrangement is attached herewith.
- 2.3 Erection of scaffolding in Boiler combustor within 24 + 2 Hrs from the clearance given by E-I-C. It includes complete cover at 9 meter elevation, at 24 meter elevation and at just below cyclone opening (i.e. 03 locations on elevation) with proper shielding decks to protect the peoples working under this elevation from the falling weld spatter, dust and other materials.
- 2.4 Dismantling of scaffolding system within 12+2 Hrs from the clearance given by E-I-C.
- 2.5 Shifting and stacking of scaffolding materials from store to Boiler area **at least one day prior to shutdown of Boiler.**
- 2.6 Adjustment of scaffolding as per requirement during working in combustor. It needs 3 to 4 trained manpower remain present at work place throughout the AOH period of 20 to 25 days.
- 2.7 Shifting and stacking of scaffolding materials at GIPCL storage space as directed by E-I-C.
- 2.8 **Unit-1 and 2 Boilers overhauling is scheduled simultaneously tentatively in June 2018. Contractor has to mobilize their resources accordingly to execute the work in both boilers at a time.** For other Unit-3 Boiler contractor has to mobilise resources separately based on schedule.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- 3.2 The bids shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of tenderer. The decision of the Company to interpret the information and rates filled in by the tenderer shall be final and binding on the bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

- 3.4 Before quoting the rates the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 3.5 Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.
- 3.6 The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting.
- 3.9 Conditional offers shall be rejected at the outset.
- 3.10 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended.
- 3.11 During evaluation of bids the Company may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- 3.13 The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and the Company shall not be liable in any manner for the same.
- 3.14 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- 3.15 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

4. 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.

5. ELIGIBILITY CRITERIA

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

1. Bidder should possess minimum **Three years** of experience in the work of Erection & Dismantling of Layher all round scaffolding and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients.
2. Bidder should produce evidence of having experience of successfully executed identical works as defined hereunder during **Three years**. The experience should be either of the following:
 - a) **One identical completed work each costing not less than the amount equal to Rs. 9.04 Lakh.**
OR
 - b) **Two identical completed works each costing not less than the amount equal to Rs. 6.02 Lakh.**
OR
 - c) **Three identical completed works each costing not less than the amount equal to Rs. 4.52 Lakh.**

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

3. Bidder should have annual turnover of **4.52 Lakh** for last three financial years **i.e. 2017-18, 2016-17 & 2015-16**. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.
Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
4. 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.

5. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in **Annexure / Form** attached.
 - a) If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - b) If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.
6. Tender fee: The tender fee shall be accompanied in form of Demand Draft.
7. EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in tender.
8. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
9. Bidder should possess valid PF Number. Bid without proof of the same shall be rejected.
10. The contractor should register himself under the Contract Labour Act submit the copy of registration certificate and previous work order copies.
11. Bidder has to submit GST number. Copy of same should be submitted.
12. The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copy of the same to be submitted.

6. TENDER FEES & EARNEST MONEY DEPOSIT

- 6.1 The bidder shall deposit tender fees of Rs 2000.00 (Rupees Two Thousand only) as non refundable along the bid. The Tender fees shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd.
- 6.2 The Bidder shall deposit earnest money ('EMD') of Rs. 25000/- (Rupees Twenty Five Thousand only) along with the bid. 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

- 6.3 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.
- 6.4 In case EMD is paid in the form of BG, the same shall be valid for a period of 90 days after the due date set for opening of the bids.
- 6.5 The EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.
- 6.6 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalised.
- 6.7 Any bid not accompanied with EMD. EMD should be submitted in physical form directly to GIPCL as per the following scheduled date.
- 6.8 No interest shall be payable on EMD.
- 6.9 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

6.10 SCHEDULE OF TENDER FEES & EMD

Tender Fees, EMD and other documents to be submitted in physical form on or before 16.06.2018 up to 17:30 Hours.	Address for Submission: GENERAL MANAGER (SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 112, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
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7. SUBMISSION OF BID

A: MODE OF SUBMISSION

- (i) The bids shall be submitted online at <http://etender.gipcl.com/> within the date specified in the NIT along with the details of EMD and Tender Fees in two parts as under:
- (a) Techno-commercial bid without price
 - (b) Price bid

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

(a) Techno-commercial bid without price

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

1. Schedule of deviation (Annexure- J) Technical as well as commercial, if any.

The following supporting documents shall also be submitted:

1. Any other clarification / information required by GIPCL.
2. Work orders & completion certificates as per eligibility criteria.
3. Annual financial statement duly certified by Chartered Accountant for the last three years.
4. P.F Number and Allotment Letter
5. Labour Licence and E.C. policy copies of previous order.
6. PAN Number.
7. GST registration number/certificate copy.

(b) Price Bid

1. Price bid shall be submitted only in online on <http://etender.gipcl.com/>. 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 & GST.
2. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

B: METHOD OF TENDERING/SIGNATURE OF BIDS

- (i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.
- (ii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and

designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney authorising such partner or representative shall also be submitted.

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

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.

8. MODIFICATION & WITHDRAWAL OF BID

- 8.1 The Bidder may modify or withdraw its bid prior to the deadline prescribed for submission of bids.
- 8.2 No Bid shall be modified subsequent to the deadline for submission of Bids.
- 8.3 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.

9. POLICY FOR BIDS UNDER CONSIDERATION

- 9.1 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.
- 9.2 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.

10. EFFECT & VALIDITY OF BID

- 10.1 The Bid should be kept valid for acceptance for a period of one hundred and eighty (90) calendar days from the date set for opening of Bids.
- 10.2 In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.

10.3 The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

11. OPENING OF BIDS

11.1 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.

11.2 Preliminary Examination

10.2.1 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.

10.2.2 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.

12. EVALUATION & COMPARISON OF BIDS

A: GENERAL

12.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.

12.2 The Technical Bids will be examined 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.

12.3 Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.

12.4 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical

clarifications sought by the Company do not reach the Company on or before due date, the bid will be rejected.

- 12.5 The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken.
- 12.6 The commercial deviation, if any, shall be loaded to bring all the bids at par. The loading shall be carried out at an interest rate as 2% above PLR of SBI.
- 12.7 A bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the bid documents without any material deviation or reservation.
- 12.8 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the bid documents, GIPCL's right or the bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 12.9 In the event of item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest workable rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

13. RIGHT OF REJECTION OF TENDERS

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

14. AWARD OF CONTRACT

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

15. AWARD OF CONTRACT CONTRACT PERIOD

- 15.1 The contract will be for a period of one year from the date of issue of Work Order ('**Contract Period**').
- 15.2 The said Contract Period can be extended up to four months on mutually agreed upon by both the parties with same rates and terms and conditions of the contract.

16. 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.

17. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

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

- d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
- (vi) Contractor shall nominate / authorise senior experienced person in writing as supervisor to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain present at SLPP site.

B: TOOLS & TACKLES

- (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.
- (ii) Provision of scaffolding materials will be in the scope of the GIPCL.
- (iii) The Contractor shall be required to shift scaffolding materials in required quantity duly approved by GIPCL's Engineer-in-Charge whenever necessary from GIPCL store / warehouse to site or site store as per the instructions of Engineer-in-charge. The contractor shall be responsible for safe transportation, handling and storage.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- (v) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.

GENERAL CONDITIONS OF CONTRACT

1 TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the invoice in duplicate after completion of work as above in respect of the work performed or completed for one unit boiler along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment –

- (i) 100% of 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 bills as per the rules in force.
- (ii) GST shall be paid along with bills after fulfilment of following terms.
 - (a) Submission of copy of registration certificate issued by government Authority (to be furnished only once).
 - (b) Citing the GST no. and the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The Bidder shall inform the Owner in the event its registration certificate is cancelled or discontinued for whatsoever reason.

B. Validity and Uniformity of Rates

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

11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders in the height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
15. All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e. welding m/c, grinding and drill m/c etc. may be checked by the electrical engineer of the contractors regularly, every 6 month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milliamperes on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
23. Penalty to be imposed for Violation of safety norms is proposed as follows :-

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100/- per instant.
B	Work Instruction Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work – workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without incidence ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV /Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> • Rs. 500/- per instant • After three incidence. Per incidence Rs. 2500/-. • Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters.	
		Working without permit non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/ 10 as per Factory Act - 1948 etc.	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	<ul style="list-style-type: none"> • Suspend the entry gate pass for one week. • After two suspensions his gat pass will be cancelled

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. Further distribution to be done by contractor at their cost.
 - b. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available.
 - c. Workshop facility as available at site only.

Apart from the above, no other facilities shall be provided by GIPCL. The contractor shall provide necessary facilities including accommodation of their labour at their cost.

5 WORK MEASUREMENT/CERTIFICATION

- 5.1 The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The bill payment shall be released on unit wise after certified by G-E-I.
- 5.2 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 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.

7 INTERPRETATION CLAUSE

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

8 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.

9 LIQUIDATED DAMAGES (LD)

In the event of contractor fails to complete the entire job as indicated in the Scope of Work, L.D @ 0.5% of the contract value for each hour delayed beyond 24+2 Hours for erection and delayed beyond 12+2 Hours for dismantling for each unit will be deducted from the contractor's bills. LD will be levied separately on each boiler contract value. However, the total amount of penalty will not exceed 10% of the contract value.

10 PENALTY AND RECOVERY

- (i) In the event the Contractor causes undue delay in performance or the performance is unsatisfactory causing harm to the plant and property of GIPCL, then in such a case, GIPCL (Engineer-In-Charge) shall be entitled to levy a penalty on the Contractor at the rate of 1.5 times of the item rate upto a maximum of 10% of the total contract value. The said penalty amount may be recovered either from the monthly bills or the SD.

- (ii) However, the total amount of penalty recoverable from the Contractor shall be restricted to 10% of the contract value.
- (iii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Contractor/ and the Contractor shall be liable for any differential amount in the contract price.
- (iv) 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.
- (v) The ascertainment of the cause of the damage shall be done by the AGM (SLPP) and his decision in this regard shall be final.
- (vi) The decision of the Engineer-In-Charge as regard the amount of damages to be recovered from the Contractor shall be final.
- (vii) 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 SETTLEMENT OF DISPUTES

- 12.1 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.

- 12.2 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.
- 12.3 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.

13 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.

14 OTHER CONDITIONS

- 14.1 Timely completion of work shall be the essence of this Contract. Contractor should closely monitor each activities and complete the work as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- 14.2 The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- 14.3 **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.

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 annual maintenance 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 Annual Contract Price (excluding service tax) within 21 days of the 'Letter of Intent / Letter of Award'.

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 ad enough for enforcement of bank guarantee on the bank if purchaser invokes the bank guarantee stating only that the default has been committed by the bidder, thus far and no further.

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

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

(Signature)

(Name)

Designation with Bank Stamp

Attorney as per Power of

Attorney No

Dated

ANNEXURE-A

Price Schedule

Sr. No.	Description	Unit	Qty	Unit Rate in Rs. (B)	Total price in Rs. (C=AXB)
			(A)		
1	Lump sum price for Erection and Dismantling of Layher All round Scaffolding System inclusive GST	No	3	To be submitted online only	To be submitted online only
2	Total				

Note:

- Price & rates quoted above shall include cost of all consumables (except free issue materials by GIPCL) labor, supervision, tools and tackles, transport etc. and such other cost are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work.
- Payment shall be made as per actual execution of work.
- Rate quoted by contractor shall be firm and valid for **90 calendar days** from the last date of submission of bids.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

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- K

(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 contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE- L

(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