

E-Tender for "Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Biennial Rate Contract for Nylon and Steel cord Conveyor belt vulcanization and Pulley Lagging work in Lime and Lignite handling system on As & When required basis." Bid No.: SLPP/LHS/VULC/2019-21.

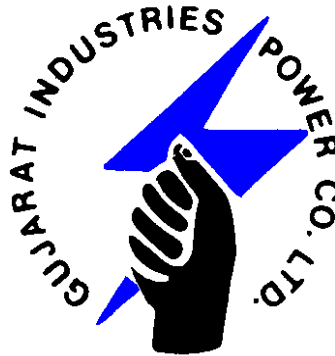


GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

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

Tender documents for "Biennial Rate Contract for Nylon and Steel cord Conveyor belt vulcanization and Pulley lagging work in Lime and Lignite handling system on as & when required basis.
Surat Lignite Power Plant - 4X125 MW, Unit # I to IV"

Bid No.: SLPP/LHS/VULC/2019-21
GIPCL E-Tender ID: 1900051



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**



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



NOTICE INVITING TENDER (NIT)

TENDER NO.: SLPP/LHS/VULC/2019-21.
GIPCL E-Tender No: 1900051

Name of work	Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Biennial Rate Contract for Nylon and Steel cord conveyor belt vulcanization and Pulley lagging work in Lime and Lignite handling system on As & When required basis.
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	Two Years from Date of LOI or specify in LOI or W.O
EMD	Rs. 25,000/- by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 2000/- in form of RTGS/DD in favor of "Gujarat Industries Power Company Limited" payable at only SBI Branch: Nani-Naroli, Dist: Surat, Gujarat
Availability of online e-Tender document	From 22.07.2019 On website: http://etender.gipcl.com/
Last date of online submission of offer	21.08.2019 up to 17:30 hrs. on website: http://etender.gipcl.com/
Submission of EMD, Tender fee and other supporting documents for technical Bid (Part-1) in physical form.	On last date of bid submission during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.



NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders 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 <http://etender.gipcl.com/>
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

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**



SECTION-A **INSTRUCTIONS TO BIDDERS**

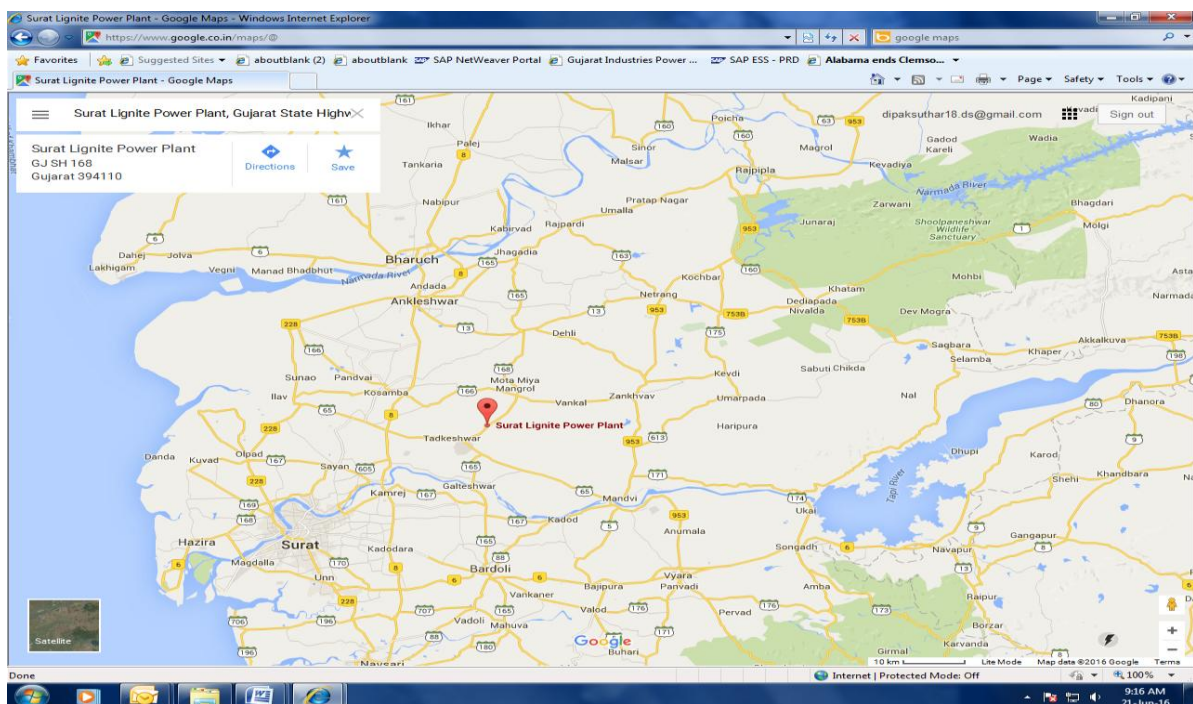
1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named COMPANY/GIPCL), is a premier power utility in the state of Gujarat with an installed capacity of 310 MW gas based, 500 MW thermal and Renewable Capacity comprising of 112.4 MW Wind and 87 MW of Solar Power.

Surat Lignite Power Plant (SLPP) with four units of 125 MW capacities each is located at village Nani-Naroli, Taluka Mangrol, and 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. Location Map for SLPP is as under.

Note: Plant Synopsis may be updated for any change in future.





The Company intends to award Bi-Annual Rate Contract for the work of Nylon and steel cord Conveyor belt vulcanization and Pulley Lagging work in Lime and Lignite handling system on as & when required basis for a period of Two years at SLPP and is therefore inviting open tender online (GIPCL e-Portal) from experienced & resourceful contractors.

2. SCOPE OF WORK:

2.1 The scope of work covers Nylon-Nylon and Steel cord belt conveyor vulcanizing and pulley lagging work in Lignite and Limestone handling system is as below:

- **Nylon belt Vulcanization**

This contract is for jointing of nylon belts (Belt width: 1600/1400/1000/800/650 mm) through hot / cold vulcanizing process. Technical detail of belt is attached as in **Annexure- A**. The jointing of belt is to be carried out either in –situ i.e. on the conveyor structure or at any other suitable place. All arrangements for splicing have to be done by you except positioning of the belt. The joint may be between new belts or old belts or between new & old belt. The belts are part of very critical path of our plant hence once the equipment is taken out of service, the jointing work must continue round the clock till completion of the work.

- **Steel cord belt Vulcanization**

This contract is for jointing of steel cord belts (Belt width: 1400mm & Rating: ST-2500 / ST-1600 with Top/bottom thickness: 10/5 mm) through hot vulcanizing process. The jointing of belt is to be carried out either in –situ i.e. on the conveyor structure or at any other suitable place. All arrangements for splicing have to be done by you except positioning of the belt. The joint may be between new belts or old belts or between new & old belt. This belt is part of very critical path of our plant hence once the equipment is taken out of service, the jointing work must continue till completion of the work without any break.

- **Lagging of Pulley**

Lagging of any pulley diameter & length is in your scope. The lagging sheets may be plain or grooved or ceramic embedded. The lagging sheets, vulcanization solution will be supplied by GIPCL free of cost. If lagging is to be carried out at in-situ, pulley will be freed by GIPCL. Once the work is started, it is to be continued till the work is over. You will arrange all T&P and Consumables other than vulcanization materials. The lagging will be done by cold process.

Note:

- You have to give 6 months guarantee for the joint and Pulley Lagging.
- You have to stamp date of completion on each joint.



GIPCL will only provide followings on free of cost:

- Vulcanization materials and Kit as per requirement.
- Vulcanizing machine
- Power supply as per requirement

Other than above M/S GIPCL will not provides anything.

GIPCL will carry out following activities for belt vulcanization / Pulley Lagging work:

- Belt will be positioned where jointing is to be done or for Pulley lagging
- Removal of rollers and frames for Vulcanizing Machine Position
- Dismantling of the skirt board or hood plate, if requires.
- Shifting of Vulcanizing machine to Joint Position.
- Assisting for Installation and removal of vulcanizing machine.

- 2.2 The bid submitted by the bidder not covering the above total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.3 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 as per job requirements.
- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

3. GENERAL INSTRUCTIONS

- The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical



Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

- 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.
- Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- The tender documents shall not be transferable.
- The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during Pre-Bid meeting if required.
- Conditional offers shall not be considered and liable to be rejected.
- The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 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.
- The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or



conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.

- If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

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

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

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, equipment, tools& tackles, labor, 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. **ELIGIBILITY CRITERIA**

The following criteria shall be adopted for qualifying the Bidders for further proceeding.

- 5.1 Bidder should possess minimum Three years of experience **out of last five years** in similar nature of jobs like Nylon and Steel cord conveyor belt vulcanization and pulley lagging work and should enclose proof of the same. Experience of Steel cord conveyer belt vulcanization/ jointing is must. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & 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 certificated will be considered.

- 5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:



a. One similar nature of completed work/ contract with base contract values excluding GST shall not be less than the amount equal to Rs. **7.07/- Lacs**

OR

b. Two similar nature of completed work/ contract with base contract values excluding GST shall not be less than the amount equal to Rs **5.30/- Lacs**

OR

c. Three similar nature of completed work/ contract with base contract values excluding GST shall not be less than the amount equal to Rs **3.54/-Lacs**

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

- 5.3** Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
- 5.4** **Tender fee:** The tender fee **Rs: 2,000** /- shall be accompanied in form of Demand Draft or RTGS as specified in subsequent clause no.7
- 5.5** **EMD:** The EMD **Rs: 25,000** /- shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 7.
- 5.6** Bidder should have Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.7** 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.
- 5.8** Bidder should have annual turnover of **Rs. 2.65** Lacs for three financial years i.e. **2018-19, 2017-18 & 2016-17**. Bidder shall furnish proof of annual audited financial statement 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.



- 5.9 Net worth at the end of the last financial year (Year:2018-19) should be positive
- 5.10 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), of the firm. Copies of the same shall be submitted.
- 5.11 Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 5.12 In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
- 5.13 Bidder shall also enclose labor license (if applicable) and E.C policy copies of previous order.
- 5.14 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 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.
- 5.15 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.

- 5.16** Bidder has to fill the **Annexure- R** mentioning the documents submitted in support of each qualification criteria. Document mentioned in the Annexure-R against each Qualification criteria will only be considered for evaluation of eligibility.

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

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT & TENDER FEES

The Bidder shall deposit earnest money ('EMD') of **Rs.25, 000/-** (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



(In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the last date of the bids submission.) Refer **Annexure-D** for EMD to be submitted in form of BG)

- 7.1 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:
- 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
 - Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or
 - 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-D**.
- 7.2 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.
- 7.3 The EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.
- 7.4 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.5 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.
- 7.6 No interest shall be payable on EMD.
- 7.7 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.
- 7.8 The non-refundable **tender fee of Rs. 2000.00** DD or RTGS shall accompany with EMD in Part-1 cover. The tender fee shall be in the form of a crossed bank demand draft in favour of Gujarat industries power Co. Ltd. Payable at state bank of India, Nani Naroli branch only. The RTGS details for the SBI ,Nani Naroli is as under:

1.	Name of account holder	Gujarat Industries Power Co. Ltd.
2.	A/c No.	33514692834
3.	Name of Bank	State Bank of India
4.	Address of Bank	Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394110
5.	IFSC Code	SBIN0013423
6.	MICR Code	394002513

In case tender fee paid through RTGS, then payment details to be mentioned in bid.



7.9 SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents dully signed to be submitted in physical form on or before last date of closing of the online tender during office hours only.	Address for Submission: 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
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8. SUBMISSION OF BIDS

A: **MODE OF SUBMISSION**

The bids shall be submitted online at the GIPCL e-portal within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

Part 1 – EMD + Tender Fee + Pre-qualification and Techno-commercial bid Without price in one sealed cover.

Part 2 – Price Bid.

Note: Part -1 document with fees to be submitted in physical form on or before last date of closing of the online tender during office hours only.

(a) Pre qualification and Techno-commercial Bid without price:

The tender document duly signed in all pages without price bid along with Techno-commercial deviations, if any, shall accompany the bid.

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

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



8. PAN Number.
9. GST registration number/certificate copy.
10. **Annexure–P**, Declaration Cum Undertaking for Safety Laws and Regulations compliances duly filled & stamped.
11. **Annexure – Q**, Declaration for Contractual Dispute/Litigations Duly filled & stamped.

The envelope shall be clearly marked with "SURAT LIGNITE POWER PLANT – TENDER FOR "Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Bi-Annual Rate Contract for Nylon and Steel cord Conveyor belt vulcanization and Pulley Lagging work in Lime and Lignite handling system on as & when required basis". Bid No.: SLPP/LHS/VULC/2019-21.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through GIPCL E-Portal (<http://etender.gipcl.com/>) portal only.

Note: Estimate includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...

2. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____%age below the estimated value OR _____%age above the estimated value."**
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. Rates remain firm throughout the contract period.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.



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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

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



12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

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

13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.

13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.

13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.



13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.

13.7 For the above referred purpose, a 'material deviation' shall be one which:

- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
- (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14. RIGHT OF REJECTION OF TENDERS

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.

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

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

14.4 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. Bidder shall have to submit the "Declaration for Contractual Disputes/Litigations" as **Annexure-Q** attached.

14.5 Bidder shall have to submit the "Declaration cum Undertaking for Safety laws & Regulations Compliance" in **Annexure-P** attached.

14.5.1 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.

14.6 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.

14.7 Contractor shall have to submit satisfactory work completion/execution certificate from the client including ongoing/existing contracts.

15. AWARD OF CONTRACT

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

15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

16. CONTRACT PERIOD

16.1 The contract will be for a period of **Two Years** from Date of LOI or specify in LOI or Work Order ('Contract Period').

16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

16.4 The said contract period can be short closed by giving one month notice by GIPCL.



17. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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

17.2 The said SD shall be submitted in the form of a Bank Guarantee as per **ANNEXURE-E** 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 nationalized/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.

17.3 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.

17.4 However any delay in submission of initial SD will entitle the Company to cancel the contract /will result in equivalent late release of entire SD after SD retention period. i.e. the duration of the validity of the SD



shall be extended by the number of days by which the Bidder delays in submitting the SD.

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

18. ASSIGNMENT AND SUB-LETTING

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

19. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall depute its own workmen/Jointer 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 labor 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/labor 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 if requires. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (iv) The Contractor shall also comply with the safety requirements and provide his workmen/Jointer with safety equipment like helmets, masks, Safety shoes, 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
- (v) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (vi) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of **08 hours** as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15%



supervision charges & the same will be recovered from the Contractor's bill.

B: TOOLS & TACKLES:

- (i) All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. List of Minimum Tools & Tackles is attached in **Annexure-B**.
- (ii) All consumable items would be in the scope of the contractor.
- (iii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles in good working condition to complete the work in stipulated time.
- (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.
- (v) Pin sockets of IS standards should be used for all connections. Electric cable should be 3-Core type use for 1 Phase supply
- (vi) For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

20. 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.

21. TIME SCHEDULE

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

22. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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



23. PAYMENTS

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

24. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

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

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

25. QUANTITIES

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

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

After commencement of the work, GIPCL, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the ENGINEER-in-charge shall inform the fact for thereof to the CONTRACTOR and contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he



might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.(to be reviewed with legal and to be incorporated in special conditions only)



SECTION-B INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - <http://etender.gipcl.com/>.
2. Price Bid should be submitted online through the website <http://etender.gipcl.com/> only. No physical submission of price bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 110, Gujarat.
[1] Tender Fee, [2] E.M.D. covers [3] Supporting Documents for Technical Bid (Part-1).
4. Bidders who wish to participate first time in online tenders will have to register their firm at GIPCL-SLPP by applying for registration through vendor registration option available in the website - <http://etender.gipcl.com/> at least before five working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create vendor code which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.



SECTION-C GENERAL CONDITIONS OF CONTRACT

1. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

2. DEDUCTIONS FROM CONTRACT PRICE

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

3. TERMINATION OF CONTRACT BY GIPCL

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

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.



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

4. FAILURE & TERMINATION

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 15% overhead charges of GIPCL and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

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

5. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall



- be at Surat/Vadodara or any other place within state of Gujarat 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 up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, 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.

6. INTERPRETATION OF CLAUSE

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

7. EMPLOYEE'S COMPENSATION INSURANCE

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

8. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972,



Interstate Migrant Employees Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.

- 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.

- 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.

- 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.

- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.

- 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn.Dept.

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

- 3.7. The Contractor shall be responsible for payment of overtime wages to his Employees, if any, in case they are required to work beyond the presc

ribed hours under law as per applicable rates.

- 3.8 The contractor shall take Employees Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.



- 3.9 The Contractor shall in the event any of his Employees / 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's Compensation Act, 1923.
 - 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
 - 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his Employees or the heirs of Employees puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Employees's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
 - 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit above with ECR a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
 - 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
 - 3.15 The contractor shall conduct pre-induction and periodic/Annual medical checkup of his Employees as per applicable laws and as per GIPCL guideline.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
 5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor



License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

6. Contractor shall have to insure his Employees /supervisors etc. under Group Insurance scheme.
7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
11. The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his Employees employed by him as per applicable laws.
12. The contractor has to pay wage to the workman not less than the category (Skill, Semi-skilled, Unskilled) for which workmen is actually deployed.

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

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act through their saving bank account to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.



5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

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.

9. ACCIDENT TO WORKMEN

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

10. LIGHTING

Necessary illumination at works area will be provided by GIPCL.

11. NIGHT/SUNDAY/HOLIDAY SHIFT

The contractor shall depute qualified and adequate resources in night shift/Sunday/holidays for any emergency job, which may come up at night/Sunday/holiday.

12. SAFETY ASPECT

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



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

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

13 GENERAL SAFETY CLAUSES:

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. As per current prevailing practice Safety shoe is being issued in the Month of April. So, at the start / end of contract cost of safety shoe will be reimbursed / recovered from contractor on pro rata basis. 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 All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. grinding 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.
 11. 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.
 12. No loose connection / joints allowed in electrical cables during performance of any kind of job.
 13. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
 14. 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	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, 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.
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 gate pass will be cancelled.

14. **REJECTION OF WORK:**

If, as a result of inspection, examination or testing, the GIPCL’s Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL’s Representative may reject such plant, materials, work or workmanship and shall notify the CONTRACTOR promptly, stating his reasons. The CONTRACTOR shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship, GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. CONTRACTOR shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Contractor failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the CONTRACTOR and deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR’s dues.



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

15. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labors, equipments, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license (if applicable) and PF account number to the Engineer-in-charge before start the work.
- e. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- f. Contractor shall mobilize the resources as per need within the period of 08hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional **15%** overhead charges.
- g. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for workman ,overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, violation of safety rules, and unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- h. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- i. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs 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.
- j. The contractor has to complete the works as per the planning schedule.
- k. The contractor has to submit work report showing work carried out after completion of work.



- i. 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.
- m. 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.
- n. 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/jointer work in accordance with them.

16. FACILITIES TO BE PROVIDED BY GIPCL

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 Jointer/ workman on chargeable basis in GIPCL's township at discretion of GIPCL if available.
- c. First aid facilities as available on chargeable basis.
- d. Boarding and Lodging facility at Guest house on chargeable basis.
- e. Local Conveyance shall be provided by GIPCL from Colony to site.

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

Accommodation of the work man in nearby area is in the scope of contractor. GIPCL may give the chargeable accommodation on the basis of availability.

17. WORK MEASUREMENT/CERTIFICATION

- a. The Contractor shall be required to furnish satisfactory job completion report to GIPCL after completion of work. Bill payment shall be released based on the certified reports of the works.
- b. Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.



- c. Quantity of executed job for nylon-nylon belt joint work through Hot or cold process will be certified as per belt width and for steel cord conveyor belt quantity will be certified in Number of joint irrespective of belt width and joint length.
- d. Quantity of executed job for pulley lagging work for ceramic or rubber lagging is certified in square meter of actual applied lagging sheet.

18. 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.

19. INDEMNITY

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

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



20. GOVERNING LAW AND JURISDICTION

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

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

21. PENALTY AND RECOVERY

A) Penalty clause

- | | |
|---|-----------------------------------|
| I. Shortage of tools & tackles | : Rs. 500.00 Per day per T&P |
| II. Non availability of consumables | : Rs. 500/- Per Instant/day |
| III. Un-safe work | : Rs. 500.00 per day per Instant. |
| IV. Deployment of less Technical people | :Rs.1000 for each joint |
| V. Delay in deployment of manpower | : Rs. 1000 for each joint |
| VI. Delay in job from standard execution time period: | Rs 1000 for each Joint/job |

(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 up to 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.

The aforesaid amounts of penalty shall be recoverable from the monthly bills of the Contractor or the SD.



SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

General terms and conditions related to scope of work:

1. The vulcanization of belt joint will be done by hot /cold process.
 2. The vulcanization work would be started at any time round the clock as per system requirement.
 3. Once the work starts, it is to be continued round the clock till the work is completed.
 4. Person deployed by you must have valid gate pass to enter in to the plant premises.
 5. All tools & tackles and consumables except vulcanizing materials & vulcanizing machine will be in your scope.
 6. Engineer in charge or his authorized representative may do inspection of work at any time. If the work is not found satisfactory, engineer in charge reserves the right to take suitable action.
 7. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets, safety belts, etc. Failing which, the GIPCL is authorized to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations, Engineer In charge may take necessary action against the contractor.
 8. The work has to done as per instruction of GIPCL.
 9. The technicians deployed by you should have all safety appliances for the work.
 10. Boarding & lodging facilities to your technical staff on **chargeable basis** as per company's rule on availability of rooms.
 11. For the planned jobs GIPCL shall inform for deployment of technicians well in advance, however in case of failure / breakdown, technicians should report to site within **08 (eight)** hours after receipt of information.
 12. You must deploy following no. of technicians & helpers with all required tools, tackles and consumables (except vulcanizing solutions / kits / lagging sheets / vulcanizing machine).
- Cold vulcanization N-N: 2 persons (01No Technician + 01No Ass. tech)
 - Hot vulcanization N-N:2 persons (01No Technician + 01No Ass. tech)
 - Lagging of pulleys : 2 persons (01No Technician + 01No Ass. tech)
 - Hot Vulcanization Steel cord: 4 persons (02NoTechnician+ 02Nos Ass. tech)



Necessary manpower, tools tackles, etc. is to be deployed at site as per work requirement on daily basis.

- 13. Standard Execution time period:**
- For Cold joint: 06-07 Hours
 - For Hot joint: 10-12 Hours
 - For steel cord Joint: 24-28 Hours
 - For Pulley Lagging work: 10-12 Hours

2. PRICE & RATES

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of workman, tools & tackles, PPEs, Lodging, Boarding Rents, Excise duty, Sales

Tax, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax (excluding Service Tax), levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc...

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

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

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



3. TERMS OF PAYMENT

1. TERMS OF PAYMENT

A. Conditions of Payment:

- The contractor shall raise the 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% payment after completion of individual item as mentioned in the price bid shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source
 - (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) The contractor 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 whenever requires by GIPCL.
 - (iv) 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.
 - (v) 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.

- (vi) 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 two 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) labor, 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.

4. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit each RA bill of work carried out along with following documents if requires by GIPCL:

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

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

5. MEASUREMENT& DAILY REPORTS

5.1 The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.

5.2 The work to be performed being of a specialized nature, the contractor should be fully conversant with modern practices and should be able to



carry out handling and maintenance works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work specifications specified in tender.

5.3 Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.

6. QUANTITY OF WORK

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

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

7. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract (**Section-C**) and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same.

Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.



SECTION-E SCHEDULE OF QUANTITIES

Surat Lignite Power Plant - 4X125 MW, **Unit # I to IV:**

Biennial contract for Nylon and Steel cord Conveyor belt vulcanization and Pulley Lagging work in Lime and Lignite handling system on As & When required basis

Sr. No.	Item	Unit	Quantity	Unit SOR	Total Amt.
1	Belt Jointing of N-N belt (by hot process)	Mtr	180	4959	892620
2	Belt Jointing of N-N belt (by Cold process)	Mtr	70	3305	231350
3	Steel-cord belt vulcanization	No	14	34755	486570
4	Lagging of Pulley at in-situ.	Mtr^2	40	2763	110520
5	Ceramic Lagging of pulley at in-situ	Mtr^2	16	2763	44208
Total estimated Value:					1765268

TOTAL contract value for two year without GST in Rs = 1765268

TOTAL contract value for two year with GST@18% in Rs =2083016.24

Note: The Unit SOR rates shall include all workman cost, equipments, supervision, consumables, tools, tackles, conveyance charges, lodging & boarding charges, all taxes & duties (excluding GST) etc.

My rates are as under.

At estimated value

OR _____ %age above the estimated value

OR _____ %age below the estimated value.



SECTION-F

LIST OF ANNEXURES& FORMS

Sr. No	Annexure No	Description
1	Annexure-A	Technical details of conveyor belt
2	Annexure-B	List of Minimum tools and tackles
3	Annexure-C	BID Form
4	Annexure-D	Performa of Bank guarantee for EMD
5	Annexure-E	Performa of Bank guarantee for Order Performance
6	Annexure-F	Schedule of deviation from general and technical specifications
7	Annexure-G	Performa Certificate
8	Annexure-P	Declaration Cum Undertaking for Safety Laws and Regulations Compliance
9	Annexure-Q	Declaration for Contractual Disputes/ Litigations
10	Annexure-R	Document submitted for Pre-Qualification



ANNEXURE-A

Technical details of Conveyor Belt:

Sl.No.	Conv.	Belt Desig.	Width	Type	Top Bottom Thk.
1	M1A	ST2500	1400	S/T	10/5
2	M2A	ST1600	1400	S/T	10/5
3	M3A	500/3	1400	N/N	5/3
4	1A	1000/5	1400	N/N	5/3
5	2A	1000/5	1400	N/N	5/3
6	2B	630/4	1400	N/N	5/3
7	2C	630/4	1400	N/N	5/3
8	4A/B	1000/5	1400	N/N	5/3
9	5A	1000/5	1400	N/N	5/3
10	5B	1000/5	1400	N/N	5/3
11	6A/B	1600/5	1400	N/N	5/3
12	7A/B	500/3	1400	N/N	5/3
13	8A/B	800/4	1600	N/N	5/3
18	13A/B	500/3	1400	N/N	5/3
19	LS1	400/3	800	N/N	5/3
20	LS2	630/4	650	N/N	5/3
21	LS3	630/4	650	N/N	5/3
22	SBFD1	800/4	1600	N/N	5/3
24	SFD4A/B/1/2	800/4	1600	N/N	5/3
26	BFD6A	800/4	1600	N/N	5/3
27	BFD7A/B	800/4	1600	N/N	5/3
28	BFD7C/D	800/4	1600	N/N	5/3
29	SFD9	800/4	1600	N/N	5/3
30	BFD10A/B/C/D	800/4	1600	N/N	5/3
31	BFDLS1/2	315/3	1000	N/N	5/3
32	SFD8	800/4	1600	N/N	5/3
33	BCN M4	1600/4	1400	N/N	5/3
34	BCN M5	800/4	1400	N/N	5/3
35	BCN M6	500/4	1400	N/N	5/3
36	BCN 7 C/D	500/4	1400	N/N	5/3
37	RSBFD	630/4	1600	N/N	5/3
38	BCN M7	800/5	1600	N/N	5/3
39	Boom Convs	1000/5	1400	N/N	5/3
40	Inter mid conv	1000/5	1400	N/N	5/3



ANNEXURE-B

List of Minimum Tools & Tackles:

Sr. No.	Name	Unit	Qty
01	Knife for cutting ply	No.	04
02	Blades	Pac	05
03	Pincers	No.	04
04	Angle Grinder AG-4	No.	02
05	Buffing disc	No.	20
06	30 mtr single phase 3-Core wire with distribution box	No.	02
07	Right angle with line dori and chalk	No.	01
08	Painting brush	No.	10
09	Rubber hammer	No.	02
10	Toothed roller	No.	02
11	Cord cutter suitable for ST-2500 belt	No.	01
12	Flat roller 40mm wide	No.	02
13	Thermometer – up to 200 deg celc	No	04
14	Steel cord splicing tools like frog clamp, Hook chook etc..	Set	01

Note: -This list is tentative. Any other tools and tackles & all consumables required for satisfactory completion of job is in the scope of contractor.



ANNEXURE - C

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 -D

PERFORMA OF 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-E

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 –F

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-G
PERFORMA CERTIFICATE
(No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____ Dated_____

We hereby confirm with free consent as under:-

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

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

For, M/S. _____
Signature , stamp and date.



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



ANNEXURE- R

(To be submitted on Company's Letter Head)

Document submitted for Pre-Qualification

Sr. No.	Qualification criteria No.	Document Reference no. submitted for Eligibility	Remarks
1	15.1		
2	15.2		
3	15.3		
4	15.4		
5	15.5		
6	15.6		
7	15.7		
8	15.8		
9	15.9		
10	15.10		
11	15.11		
12	15.12		
13	15.13		
14	15.14		
15	15.15		