<u>GUJARAT INDUSTRIES POWER COMPANY LIMITED</u> (Surat Lignite Power Plant) <u>AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)</u> <u>Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080</u>

TENDER DOCUMENTS FOR

"ANNUAL RATE CONTRACT FOR REWINDING / REPAIRING, TESTING, LOADING, BOTH SIDE TRANSPORTATION OF HT MOTORS ON AS AND WHEN REQUIRED BASIS FOR 4 X 125 MW SURAT LIGNITE POWER PLANT FOR THE PERIOD OF ONE YEAR i.e. 2025-26."

Bid No. SLPP/ELECT/HT MOTOR/REW/25-26



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.

<u>NOTICE INVITING TENDER (NIT)</u> TENDER NO.: SLPP/ ELECT/ HT MOTOR/REW/2025-26			
Description of work	REWINDING / REPAIRING, TESTING, LOADING, BOTH SIDE TRANSPORTATION OF HT MOTORS ON AS AND WHEN REQUIRED BASIS FOR 4 X 125 MW SURAT LIGNITE POWER PLANT FOR THE PERIOD OF ONE YEAR i.e. 2025-26		
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394112 (Gujarat).		
Quantity	The successful Bidder will be awarded this contract involving quantities of various items as per requirement/need based as mentioned against item descriptions in price schedules.		
Contract period	12 (Twelve) months from the date of issue of Work Order/LOI.		
Cost of tender document / tender fee	Rs. 2950.00 (2500+ 18% GST (450) =2950) (Rs. Two Thousand Nine Hundred Fifty only) through RTGS/online transfer .		
EMD	Rs. 25,000/- (Rupees Twenty Five Thousand only) by RTGS or BG in favor of GIPCL payable at Nani Naroli or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.		
Tender website	On website: https://www.gipcl.com		
Last date of online submission of offer	Up to 17:00 hrs on 31/03/2025		
Submission of EMD, Tender fee and other supporting documents for technical Bid in soft / physical form.	On or before 17:00 hours 31/03/2025 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:// www.gipcl.com
- 5. The EMD & other supporting documents are to be submitted in physical form only at the following address:-

Add General Manager (O&M)

Gujarat Industries Power Company Limited Surat Lignite Power Plant At Village: Nani Naroli, Taluka: Mangrol. Dist.: Surat-394 112, Gujarat. Phone: (02629) 261063-72. E-Mail: <u>electslpp@gipcl.com</u>



SECTION-A INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

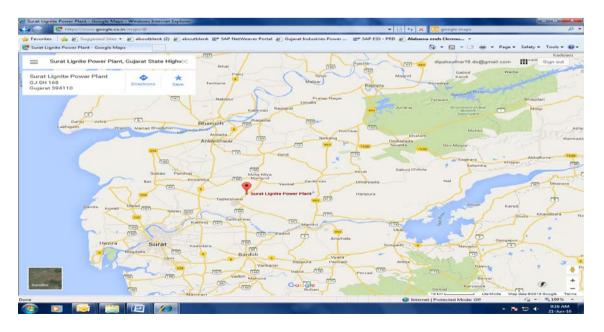
Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.40 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW installed capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler. It also commissioned 5 MW solar power station at SLPP in year 2012.

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in year 2017 as well as a 75 MW Solar Power Project in year 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan and 100 MW Solar PV project in year 2021 at the Raghanesda Solar Park. GIPCL has also successfully commissioned 112.40 MW wind farms at different location of Gujarat.

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



The Company intends to award annual contract for Rewinding / repairing if required, testing, loading, both side transportation of HT motors on as and when required basis for 4 x 125 MW Surat lignite power plant therefore inviting tender's online from experienced & resourceful Bidders.

2. SCOPE OF WORK :

The scope of work covers need based Rewinding / Repairing ,Testing, loading, unloading, both side transportation of 6.6 KV HT motors for 4 X 125 MW Surat Lignite Power Plant of GIPCL at village Nani Naroli, Taluka Mangrol, Dist Surat.

Bidder may be required to mobilize their team along with all the required tools & tackles, transportation vehicle etc. as per incident for lifting & shifting of motor from site to vendor workshop. After completion of work bidder has to shift repaired motor to GIPCL site.

The scope of work shall be rewinding of 6.6 KV HT motor by using VPI technology process.

- a. Both side transportation, Unloading & loading of motor at your workshop / at our site.
- b. Removal of coupling hub & key from DE shaft extension.
- c. Dismantling of the motor.
- d. Removal of DE & NDE bearings from shaft and housing,
- e. Shaft, Bearing housing dimensions measurement to ensure bearing fitment.
- f. Disconnection & removal of old defective coils without damaging stator core.
- g. Cleaning of stator slots after removing old defective coils.
- h. Testing of stator core assembly with flux loop test. The thermal imaging of stator shall be submitted to GIPCL.
 - A. Removal of stator core from yoke / body.
 - B. Assembly of core by use of new core material if needed (optional rates are mentioned in price

schedule for new core as this shall be required only if existing core cannot be used).

C. Testing of new core.

i. Complete rewinding of motor stator by double glass covered Electrolytic Copper Grade Copper strips as per original size & shape.

j. Insulating the overhang portion and slot portion with semi pour (resin pour) tapes and special covering of slot portion with conducting and semi conducting tapes.

k. Fixing 6 numbers of RTD type PT100, 3-Wire simplex at equal distance between two layers of coils in of stator slot, Supply of RTD elements of reputed make shall be in your scope.

I. Fixing wedges in slot as per original type, size & shape.

m. Lacing of overhang portion, making coil connection and brazing of coils and insulating of joints with resin poor tapes.

- n. Impregnating complete winding and core packet with Global VPI process (resin pour system).
- o. Making appropriate fixtures for rotation of complete core.
- p. Drying out of VPI winding in oven
- q. Insertion of complete VPI winding and core packet in yoke / body with correct fitment.
- r. Application of Dr. Beck make epoxy gel coat on winding.
- s. Testing of complete stator winding after VPI.
- t. Dynamic balancing of rotor
- u. Assembly of the motor (if new bearings required then bearing provided by GIPCL).

v. Final testing of the motor.

- 1.2 Testing and checking of the motor at Vendor workshop
 - A. Test to be conducted on bare stator:

Loop test: The bare stator shall be tested for hotspots at Maximum calculated flux density, thermal imaging of stator core.

- B. Tests to be conducted on the entire rewound motor stator:
- IR value shall be taken between phase on between phase and body. PI value to be determined using motorized 5 KV AC megger.
- Resistance of all the phases shall be measured by Micro ohms meter.
- Hi-volt or Hi-pot test shall be conducted for insulation healthiness.
- Surge Comparison test shall be conducted for all the three phases for determining inter turns shorts.
- Inductance test shall be carried out.
- All RTDs shall be tested for their performance.
- C. Test to be conducted on rotor.

Growler test shall be conducted to determine any breach in rotor conductor.

- D. Tests to be conducted after assembling the entire motor at your workshop & your test bed.
- IR & PI test as per IS 7816.
- Surge comparison test for all the three phases as per IS 14222-1995.
- Assembly of sleeve bearings on the shaft to no load run
- No load trial run at rated RPM and rated 6.6 KV voltages as per IS 325, for 3-4 hours
- Vibration severity as per IS12075 at 6.6 KV voltages.
- Bearing sound observation and vibration monitoring at rated 6.6 KV as per IS12075.
- Winding temperature rise observation at rated 6.6 KV as per IS 325.
- Thermal Imaging of motor at running condition
- Dynamic balancing of rotor before assembly of motor. (Rates are to be included in rewinding rates of motor.)
- Winding resistance of each phase
- Surge test on coil
- Vibration measurement
- Heat run test, if requested by GIPCL (Time limit to run motor shall be 3-4 hours.)

• Relevant test on raw material and bought out items.

Any metallurgical test, if requested by GIPCL. Except metallurgical test, all other Tests shall be carried out free of cost. For Metallurgical test, charges shall be paid at actual against submission of bill and copies of work order of other clients for price justification purpose wherein similar work has already been completed.

- 1.3 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of Bidder in his quoted rates.
- 1.4 Offering re-winded motor for pre-dispatch inspection by owner.
- 1.5 Submission of detailed failure analysis report.
- 1.6 Shifting, and loading of the motor.
- 1.7 Salvage value of the removed winding materials, insulation, core, leads etc. are considered in the accepted prices. The removed materials shall be property of BIDDER.

REWINDING / REPAIRING OF HT MOTORS WITH VPI TECHNOLOGY PROCESS

Unit rate for rewinding / repairing of HT motors with class F class insulation is as per attached price schedule-1. The rewinding of the HT motors required to be done as per manufacturer's recommendation/specification. General scope of work is as per attached Annexure-M.

TECHNICAL SPECIFICATIONS

(1) INSULATION

Unless and otherwise specified, all motors shall be rewound with class 'F' insulation by using the best available material of following make and specification. However, in specific cases, H class insulation shall be used while rewinding of motors if requested by GIPCL. The rates for such motors shall be quoted at price schedule-4.

(2) VARNISHING:

The varnish should be of Dr. BECK & CO. make only. This should be of baking type suitable for all the motors. The varnishing should be applied after pre drying of the motor and suitable treatment should be given as per the recommendation of varnish manufacturer. The finishing varnish should also be provided.

(3) INSPECTION OF MOTORS (PRIOR TO COMMENCEMENT OF WORK AND SHALL BE PART OF INITIAL INSPECTION).

On receipt of motor, it shall be examined and M/s. GIPCL shall be informed of any mechanical damage externally found in the motor. Subsequently, after opening of motor if it is felt that for satisfactory operation, the motor needs replacement of any part or mechanical repair, it shall be carried out after getting prior approval from GIPCL.

(4) TEST CERTIFICATE AND FAILURE REPORT

The Bidder shall furnish initial inspection report after opening motor at its factory and shall also furnish test certificate, failure report and winding data in duplicate along with bills.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting 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.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during Pre-Bid meeting if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend / modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful Bidder is 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.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.

3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT SITE VISIT

The Bidder is advised to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <u>https://www.gipcl.com</u> 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 Bidder 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 Bidder's rate, pay any extra charges for any other reason in case the Bidder 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 Bidder from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, labor, etc. Bidder 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, temperature of fresh drained hot bed material, 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 (FY 2023-24, FY 2022-23, FY 2021-22, FY 2020-21 and FY 2019-20) in similar nature of jobs like **rewinding / repairing of HT Motors** for power plants or process industries like fertilizers, chemicals, metals and should enclose proof of the same. Bidder shall submit necessary evidence for the same like copies of work orders / 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-Bidder or subletting agency shall not be taken in to consideration.

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

- 5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last three years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
 - a. One similar completed Work Order each costing not less than the amount equal to Rs.20.00 Lacs without GST (around 80% of annualized estimated contract price).

OR

OR

- b. Two similar completed Work Order each costing not less than the amount equal to Rs.12.50 Lacs without GST (around 50% of estimated annualized contract price).
- c. Three similar completed Work Order each costing not less than the amount equal to Rs.10.00 Lacs without GST (around 40% of estimated annualized contract price).

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-Bidder will not be allowed and Price Bid of such Bidders will be rejected.
- 5.4 Tender fee: The tender fee shall be accompanied in form of RTGS as described in subsequent clause.
- 5.5 EMD: The EMD shall be accompanied in the form of RTGS payment or Bank Guarantee given by Bank as described in subsequent clause.
- 5.6 Bidder should have separate 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 average turnover of Rs. 7.50 Lacs (30% of estimated annual contract value) for last three financial years i.e. 2023-24, 2022-23 & 2021-22. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

The Net worth at the end of the last financial year should be positive.

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 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 5.10 Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 5.11 In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.12 The bidder should have experience of rewinding of HT motors with VPI process.
- 5.13 Bidder should have facility for testing of 6.6 KV motors at full voltage at their workshop.
- 5.14 Bidder should have rotor dynamic balancing facility at their workshop.
- 5.15 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed I Deregistered I Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings I Depts./ Authorities and Govt. of Gujarat supported companies I undertakings I organizations, Bid of that party may 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 "Declaration for Contractual Litigations" as amended in Annexure F Form attached.
- 5.16 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure F Form attached.
 - If any Major Violation of any safety law(s) I Rule(s) is I 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.
 - If any of the details submitted in the prescribed Annexure F Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder I Contractor shall be liable to be terminated forthwith without any notice I 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 I Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder I Contractor shall be recovered from the pending bills or any other dues payable to the Bidder I Contractor, if any or otherwise through any other recourse available under the Laws.

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

6. LANGUAGE OF BID

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

7. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

7.1 The bidder shall deposit non refundable Tender fees of Rs 2950.00 (2500+ 18% GST (450) =2950) (Rs. Two Thousand Nine Hundred Fifty only) along with the bid. The Tender fees shall be paid by RTGS/NEFT/ through online payment gateway in GIPCL website.

Bank Details are as below:	
BANK NAME	: State Bank of India
ADDRESS OF BANK	: Utility Building, Nani Naroli, Taluka Mangrol,
	Dist. Surat. Pin-394 110
IFSC CODE	: SBIN0013423
MICR CODE	: 394002513
NAME OF A/C HOLDER	: Gujarat Industries Power Company Limited
A/C No.	: 33514692834

7.2 An EMD of Rs. 25,000/- (Rupees Twenty Five thousand only) shall accompany with Bid. EMD shall be in the form of Crossed Bank Demand Draft/ online payment in favor 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

7.3 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from

- a. All Nationalized Bank including public sector Bank or Private sector bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or
- b. Commercial Bank (Kotak Mahindra Bank, IndusInd Bank, Karur Vysya Bank, Federal bank, bandhan bank, IDBI bank) or as per Performa of BG enclosed with this e- tender.
- 7.4 Alternatively, the EMD may also be submitted through RTGS/Online mode of payment by the bidders.
- 7.5 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 7.6 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 7.7 The earnest money deposit will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.
- 7.8 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 7.9 No interest shall be payable on EMD.

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

7.11 SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and	Address for Submission:
other documents to be submitted in physical form/online on or before due date of closing of the tender	Add General Manager (O&M) - SLPP Gujarat Industries Power Company Limited Surat Lignite Power Plant At Village: Nani Naroli, Taluka: Mangrol. Dist.: Surat-394 112, Gujarat. Phone: (02629) 261063-72. E-Mail: <u>electslpp@gipcl.com</u>

8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the GICPL web site (<u>https://gipcl.com</u>) within the dates specified in the NIT along with the details of tender fee & EMD in two parts as under:

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

Note: EMD shall be submitted on or before due date of closing of the tender.

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

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

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

The following supporting documents shall also be submitted along with EMD through online:

- 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. Copy of applicable licenses / permits which are necessary for execution of the job as per latest rules & regulations.
- 11. Annexure –F.1, Declaration Cum Undertaking for Safety Laws and Regulations compliances duly filled & stamped.
- 12. Annexure F.2, Declaration for Contractual Dispute/Litigations Duly filled & stamped.

(b) Price Bid:

- 1. Price bid shall be submitted only in soft form through GIPCL e- portal.
- 2. GST tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. The bidder shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and self certified authentic third party evidence (www.cbic-gst.gov.in) shall be adduced to that effect by the vendor.
- 3. Bidders shall have to quote item-wise.
- 4. The quantities shown in the Price Bid are tentative 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.

GIPCL reserves the right to reject any or all the tenders or split the work between more than one Bidder without assigning any reason whatsoever.

NOTE:

Item Rates:

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of supervisory staff, all labour, tools and tackles, safety equipments & PPE's etc. and such other costs that are not specifically mentioned herein but will be incurred by the Bidder for the satisfactory and timely completion of the work but excluding applicable GST as per extant GST laws.

The rates shall be firm for entire contract period and any agreed extension thereof. The quantities may be increased or decreased depending upon requirement. However, item rates remains unchanged and the payment shall be made as per the actual work executed as informed and certified by GIPCL representatives.

Lowest bid confirmed by summation of all rates with single quantity of price schedule.

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:

- 12.2.1The 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. The lowest bidder for price schedule will be treated as L1 bidder. That means the item-wise

rates will be totaled and then based on lowest total, L1 bidder shall be declared. However, our total contract value remains same as Rs. 25/- Lac excluding GST irrespective of total amount of all the items.

- 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 will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. AWARD OF CONTRACT

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

- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors.

16. TOTAL CONTRACT VALUE

The total contract value is limited to Rs. 25/- Lac (Rupees Twenty Lac Only) excluding GST.

17. CONTRACT PERIOD

- 16.1 The contract will be for a period of 12 (Twelve) months from the date of actual commencement of <u>operation of</u> the contract as stated in the Work Order ('Contract Period').
- 16.2 GIPCL reserves the right to extend the Contract Period up to 03 (Three) 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

18. ASSIGNMENT AND SUB-LETTING

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

19. <u>BIDDER'S OBLIGATIONS</u>

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- 1. The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- 2. The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- 3. The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- 4. 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, women 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. 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.
- 5. The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform (Minimum 3 pairs for AMC/ARC) and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Goggles / face shield.

- c) Ear plug / Ear muff.
- d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
- 6. Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- 7. The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In -Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in coordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- 8. During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- 9. During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 24 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 10% supervision charges& the same will be recovered from the Contractor's bill.
- 10. *Important Note:* Whenever any of the Unit at SLPP remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of twenty four hours from the time of intimation to the site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.
- 11. During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.
- 12. During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

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 and Tackles required to execute the work is given in Annexure-G.
 Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipments and/or required consumables then 25% of the total job cost will be levied as a penalty for each and every instance.
- (ii) For proper execution of the scope of work, the contractor is required to maintain sufficient quantity of tools & tackles with in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time. The

contractor should note that this list of tools & tackles is not exhaustive and if any additional tools and tackles are required for proper performance of the contract, the same shall also be arranged by the contractor immediately with no extra cost to GIPCL.

- (iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) The Contractor shall_be required to shift spares, lubricant etc in required quantity duly approved by GIPCL's Engineer-in-Charge whenever necessary from GIPCL store/ warehouse to site or site store as per the instructions of Engineer- in -charge. Contractor shall be required to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor shall be responsible for safe transportation, handling and storage. If equipment gets damaged due to improper transportation or fails due to improper lubrication or intermixing, the cost of such damages shall be recovered from contractor's bills. If the failure /defects of equipment occurs due to improper than the losses will be recovered from contractor's bills.
- (v) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place
- (vi) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower Pin sockets of IS standards should be used for all connections. 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
- (vii) The Contractor must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately after completion of works and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required, transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the risk and cost of Contractor with 15% of overhead charges and it will be deducted from the RA bill.

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 <u>electslpp@gipcl.com</u> 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 Pre-Bid meeting.

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 /RTGS only.

24. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The 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 price schedule are estimated and will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the tender.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

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

26. GUARANTEE / WARRANTY:

All the overhauled and or repaired equipments shall be guaranteed for satisfactory performance for 12 (Twelve) months from date of successful commissioning or 18 months from date of completion of work whichever is later.



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 <u>http://etender.gipcl.com</u>
- 2. All Bids (technical and price Bid) should be submitted online through the website http://etender.gipcl.com/ only. No physical submission of price and technical Bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
- 3. 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 <u>http://etender.gipcl.com</u> 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.



1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of Ten percent (10%) of the "Annual Contract Price excluding taxes and duties" from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in SECTION-F (Annexure –B), and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty one days from the date of LoI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

PBG from list of banks as mentioned below & format attached in tender document.

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- IDBI Bank
- Karur Vysya Bank

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

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

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

2. <u>RECOVERY CLAUSE</u>

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

shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.

3. 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.

4. TERMINATION OF CONTRACT BY GIPCL

- (i) Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.
- (ii) 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.
- (iii)
- (iv) 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 –
- (v)
- (vi) Contractor is adjudged as insolvent.
- (vii) Contractor has abandoned the contract.
- (viii) Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- (ix) 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.
- (x) Contractor repetitively violating the safety norms for more than three incidents.
- (xi) Any major contradiction of applicable labour laws.
- (xii) Any major deviations from contractual terms and conditions including quality of job.
- (xiii) GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

5. FAILURE & TERMINATION

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

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

6. 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, as amended from time to time. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained

7. INTERPRETATION OF CLAUSE

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

8. EMPLOYEE'S COMPENSATION INSURANCE

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

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

9. STATUTORY REQUIREMENTS

A. <u>COMPLIANCE OF LABOUR LAWS</u>

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 :

- 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, Employee Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 2. 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.
 - a. 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.
 - b. 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.

- c. 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.
- d. 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.
- e. 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.
- f. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- g. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- h. The contractor shall take Employee 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.
- i. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employees Compensation Act, 1923.
- j. 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.
- k. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- I. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- m. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- n. 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.

- o. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- p. 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.
- q. 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.
- r. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- s. 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.
- t. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- u. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- v. 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.
- w. The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

B. LEGAL ASPECTS

- 1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
- 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.

10. PAYMENT OF WAGES

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

11. 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.

12. LIGHTING

Necessary illumination at work area will be provided by GIPCL.

13. 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.

14. SAFETY ASPECT

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

When contractor moves his lifting tools and tackles to the plant area, required test certificates as per the Factory Act 1948 and the state factories rules has to be submitted to safety Department. Safety Department 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 Department. Security Department will inform to Safety Department, as & when such tools and tackles brought at the gate for making entry in the maintenance site.

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

15. GENERAL SAFETY CLAUSES

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

Sr No.	Model	Company	Safety Helmet Specifications
01.	Tough Hat, HP-TH	Sure Safety	16 - 2025 - 4004 ANGL / 165A 200 4
02.	V-Gard	MSA	IS : 2925 – 1984, ANSI / ISEA Z89.1-
03.	PN 521 - Shelmet	Karam	2009

Safety Shoes :

SrNo.	Model	Company	Specificatio
01.	Acme Fabrik plast Co.	SSTEELE (Strom) - Double	
	Achie Fablik plast CO.	Density	10.15200
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) -Double	IS: 15298-
	Achie Fabrik plast CO.	Density	2011
03.	Worktoes Warren	Worktoes - Warren Plus	

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

for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.

- 11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
- 12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
- 13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
- 14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
- 15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
- 16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
- 17. The contractor shall fill up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
- 18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site incharge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
- 19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
- 20. Safety shoes to be issued to female employees also.
- 21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
- 22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
- 23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
- 24. Penalty to be imposed for Violation of safety norms is proposed as follows:- The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C 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.
С	WI Related	 Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc. Unsafe working practices at height more than 3 meters Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc Breach of safe practices by a 	 Rs. 500 /- per instant. After three incidence, Per incidence Rs. 2500/- Continuous unsafe acts wil disqualify the contractor from further participation in tender of GIPCL-SLPP.
C	Unsafe Practices	particular person repeatedly for three times.	Suspend the entry gate pass for one week.
			After two suspensions his gate pass will be cancelle

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

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

16. <u>REJECTION OF WORK</u>

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

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

17. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labors, equipments, vehicles, etc... to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the Bidder 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. Contractor shall nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- e. Bidder shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- f. The Bidder has to take EC insurance policy for their workmen. The Bidder has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- g. The Bidder 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 Bidder with additional 15% overhead charges.
- h. 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. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of Bidder's supervisor, unavailability of Bidder's safety supervisor, violation of safety rules, unsafe act by any of Bidder's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-incharge or any other reason whatsoever.
- i. Timely completion of all jobs and works shall be the essence of this Contract. Bidder 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 Bidder has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- k. Any job other than the listed jobs in work order shall be executed by the Bidder on instruction from GIPCL and payment shall be made to the Bidder on respective item rate only.
- 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. Bidder shall be required to observe these standards while working with GIPCL. Bidder should ensure that his workmen/labor work in accordance with them.
- o. If Bidder is awarded Contract then GIPCL entry gate pass formalities are to be completed first whenever mobilizing at site for motor overhauling. The documents like GIPCL entry gate pass format (attached as Annexure) duly signed and stamped, photo identity proof of each workmen deployed at site, valid work compensation policy, valid labor license if workmen deployed is more than nine in numbers, all RTO related documents of transport vehicle being deployed at site, valid driving license of transport vehicle driver etc.

18. CONTRACTOR'S SUPERVISION

The Bidder shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. Such in-charge shall be constantly in attendance at the site during working hours. During BIDDER'S supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the ENGINEER / GIPCL and shall be received and obeyed by the BIDDER'S superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the ENGINEER /GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the ENGINEER / GIPCL to him, shall be deemed to have been given to the BIDDER. The representative of the BIDDER shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, engage labor or purchase materials and proceed with the work as required for speedy execution.

None of the BIDDER'S Superintendents, engineers, supervisors or labor should be withdrawn from the work without due notice being given to the GIPCL / ENGINEER; further no such withdrawals shall be made if in the opinion of the GIPCL / ENGINEER such withdrawals will jeopardize the required pace of progress / successful completion of the work.

The BIDDER shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GIPCL shall be at liberty to object to and require the BIDDER to remove any person employed by the BIDDER in or about execution of works who in the opinion of the ENGINEER misconducts himself or is incompetent or

negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GIPCL.

Neither the BIDDER and the PURCHASER nor the ENGINEER shall hire or employ any employee of the other party except by mutual consent.

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

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL

- a. Electricity & water at nearest available one point, free of cost. Further distribution to be done by Bidder at their cost
- b. Workshop facility as available at site only. However Bidder may visit the workshop to ensure the existing facility. For the facilities other than available, Bidder has to carry out the job outside at their own cost.
- c. Accommodation in colony (one no. Unfurnished quarters) and one room in executive guest house on chargeable basis in our township subject to availability. However if GIPCL is not able to provide the same, contractor has to arrange same on their own cost.
- d. First aid facility with nominal charges is available at township.
- e. Hydra shall be provided on free of cost, if available.
- f. Available lifting facilities at site like hoists, TG building crane etc.

Apart from the above, no other facilities shall be provided by GIPCL. The Bidder shall provide all necessary facilities including accommodation to their labor at their cost.

21. WORK MEASUREMENT/CERTIFICATION

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. All the work measurement shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurement shall be clearly written indicating date of the measurement, location, reference of drawings, if any, and jointly signed.

- d. 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.
- e. 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.

22. <u>BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE</u> <u>COURSE OF EMPLOYMENT</u>

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

23. 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.

24. 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.

25. GOVERNING LAW AND JURISDICTION

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

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



SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. TRANSIT INSURANCE, EC, THIRD PARTY INSURANCE

Transit insurance shall be arranged by GIPCL. However, Employee compensation and third party insurance shall be taken by Bidder / vendor. Further, the insurance for materials when under the custody of Bidder at their work shop shall be covered by the Bidder.

2. TERMS OF PAYMENT

100 % of price along with 100% taxes, duties of each job against completion of job and submission of following:

- (a) Furnishing of unconditional B.G. for 5 % of total contract price (excluding taxes and duties) as performance guarantee cum security deposit, valid till 3 months after expiry of contract period (B.G format is attached).
- (b) Unconditional acceptance of LOI / work order.
- (c) Against the work executed and duly certified by GIPCL.
- (d) Submission of inspection reports.
- (e) Submission of Test reports.
- (f) Submission of No Claim No Arbitration and Indemnity Bond as per GIPCL SLPP format at the time of final invoice submission

i. The payment shall be made within 30 days from date of receipt of invoice through cheque /RTGS only.

ii. Income Tax (IT) will be deducted at source through bills as per the rules.

iii. <u>GST</u>

GST shall be paid at actual prevailing rate, if applicable. Vendor has to quote. The 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).
- (a) Citing the GST no, HNS code and the date of issue of registration certificate on invoices in each invoice
- (b) Claim of GST amount with percentage (%) separately shown on the invoices.

3. LIQUIDATED DAMAGES

(a) PENALTY FOR DELAY IN MOBILISATION

Penalty @ 0.5 % of contract value per day in delay in mobilization subject to maximum of 10% of contract value shall be levied.

(b) PENALTY FOR DELAY IN COMPLETION OF WORK

Penalty @ 0.5 % of contract value per day in delay in completion of work subject to maximum of

10% of contract value shall be levied.

4. <u>SCOPE OF MATERIAL SUPPLY</u>

Scope of supply of material shall be as per **ANNEXURE H.**

The Bidder has to collect items in scope of GIPCL from GIPCL store / Warehouse and shifting arrangement has to be made by Bidder. The Bidder has to keep the record of all the materials issued to him and consumed.

5. ANY OTHER ITEM NOT COVERED IN THE SCOPE

For supply of any other item, as deemed necessary during the course of implementation, bidder shall submit the price for approval of owner. After due scrutiny and approval, the owner shall give clearance for supply.

6. TOOLS AND TACKLES

General tools and tackles as per ANNEXURE G shall be brought by Bidder.

7. LIAISONING WORK

Statutory approvals required if any shall be in vendor's scope. All the approvals shall be obtained by successful vendor to meet the accepted time schedule.

8. DETAIL SCOPE OF WORK:

The scope of work shall be rewinding of 6.6 KV HT motor by using VPI technology process.

- a. Both side transportation, Unloading & loading of motor at your workshop / at our site.
- b. Removal of coupling hub & key from DE shaft extension.
- c. Dismantling of the motor.
- d. Removal of DE & NDE bearings from shaft and housing,
- e. Shaft, Bearing housing dimensions measurement to ensure bearing fitment.
- f. Disconnection & removal of old defective coils without damaging stator core.
- g. Cleaning of stator slots after removing old defective coils.
- h. Testing of stator core assembly with flux loop test. The thermal imaging of stator shall be submitted to GIPCL.

A. Removal of stator core from yoke / body.

- B. Assembly of core by use of new core material if needed (optional rates are mentioned in price
- schedule for new core as this shall be required only if existing core cannot be used).
- C. Testing of new core.

i. Complete rewinding of motor stator by double glass covered Electrolytic Copper Grade Copper strips as per original size & shape.

j. Insulating the overhang portion and slot portion with semi pour (resin pour) tapes and special covering of slot portion with conducting and semi conducting tapes.

k. Fixing 6 numbers of RTD type PT100, 3-Wire simplex at equal distance between two layers of coils in of stator slot, Supply of RTD elements of reputed make shall be in your scope.

I. Fixing wedges in slot as per original type, size & shape.

m. Lacing of overhang portion, making coil connection and brazing of coils and insulating of joints with resin poor tapes.

- n. Impregnating complete winding and core packet with Global VPI process (resin pour system).
- o. Making appropriate fixtures for rotation of complete core.
- p. Drying out of VPI winding in oven
- q. Insertion of complete VPI winding and core packet in yoke / body with correct fitment.
- r. Application of Dr. Beck make epoxy gel coat on winding.
- s. Testing of complete stator winding after VPI.
- t. Dynamic balancing of rotor
- u. Assembly of the motor (if new bearings required then bearing provided by GIPCL).
- v. Final testing of the motor.
- 1.2 Testing and checking of the motor at Vendor workshop
 - E. Test to be conducted on bare stator:

Loop test: The bare stator shall be tested for hotspots at Maximum calculated flux density, thermal imaging of stator core.

- F. Tests to be conducted on the entire rewound motor stator:
- IR value shall be taken between phase on between phase and body. PI value to be determined using motorized 5 KV AC megger.
- Resistance of all the phases shall be measured by Micro ohms meter.
- Hi-volt or Hi-pot test shall be conducted for insulation healthiness.
- Surge Comparison test shall be conducted for all the three phases for determining inter turns shorts.
- Inductance test shall be carried out.
- All RTDs shall be tested for their performance.
- G. Test to be conducted on rotor.

Growler test shall be conducted to determine any breach in rotor conductor.

- H. Tests to be conducted after assembling the entire motor at your workshop & your test bed.
- IR & PI test as per IS 7816.
- Surge comparison test for all the three phases as per IS 14222-1995.
- Assembly of sleeve bearings on the shaft to no load run
- No load trial run at rated RPM and rated 6.6 KV voltages as per IS 325, for 3-4 hours
- Vibration severity as per IS12075 at 6.6 KV voltages.
- Bearing sound observation and vibration monitoring at rated 6.6 KV as per IS12075.
- Winding temperature rise observation at rated 6.6 KV as per IS 325.
- Thermal Imaging of motor at running condition
- Dynamic balancing of rotor before assembly of motor. (Rates are to be included in rewinding rates of motor.)
- Winding resistance of each phase
- Surge test on coil

- Vibration measurement
- Heat run test, if requested by GIPCL (Time limit to run motor shall be 3-4 hours.)
- Relevant test on raw material and bought out items.

Any metallurgical test, if requested by GIPCL. Except metallurgical test, all other Tests shall be carried out free of cost. For Metallurgical test, charges shall be paid at actual against submission of bill and copies of work order of other clients for price justification purpose wherein similar work has already been completed.

- 1.3 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of Bidder in his quoted rates.
- 1.4 Offering re-winded motor for pre-dispatch inspection by owner.
- 1.5 Submission of detailed failure analysis report.
- 1.6 Shifting, and loading of the motor.
- 1.7 Salvage value of the removed winding materials, insulation, core, leads etc. are considered in the accepted prices. The removed materials shall be property of BIDDER.

REWINDING / REPAIRING OF HT MOTORS WITH VPI TECHNOLOGY PROCESS

Unit rate for rewinding / repairing of HT motors with class F class insulation is as per attached price schedule-1. The rewinding of the HT motors required to be done as per manufacturer's recommendation/specification. General scope of work is as per attached Annexure-M.

TECHNICAL SPECIFICATIONS

(1) INSULATION

Unless and otherwise specified, all motors shall be rewound with class 'F' insulation by using the best available material of following make and specification. However, in specific cases, H class insulation shall be used while rewinding of motors if requested by GIPCL. The rates for such motors shall be quoted at price schedule-4.

(2) VARNISHING:

The varnish should be of Dr. BECK & CO. make only. This should be of baking type suitable for all the motors. The varnishing should be applied after predrying of the motor and suitable treatment should be given as per the recommendation of varnish manufacturer. The finishing varnish should also be provided.

(3) INSPECTION OF MOTORS (PRIOR TO COMMENCEMENT OF WORK AND SHALL BE PART OF INITIAL INSPECTION).

On receipt of motor, it shall be examined and M/s. GIPCL shall be informed of any mechanical damage externally found in the motor. Subsequently, after opening of motor if it is felt that for satisfactory operation, the motor needs replacement of any part or mechanical repair, it shall be carried out after getting prior approval from GIPCL.

(4) TEST CERTIFICATE AND FAILURE REPORT

The Bidder shall furnish initial inspection report after opening motor at its factory and shall also furnish test certificate, failure report and winding data in duplicate along with bills.

SECTION-E SCHEDULE OF QUANTITIES

Sr no	Price schedule	Details
1	1	RATES REWINDING, SUPPLY & MANUFACTURE OF CORE & REPAIRS
2	2	RATES FOR SUPPLY & ERECTION OF MOTOR SPARES
3	3	RATES FOR HT MOTOR REPAIRING WORK
4	4	RATES FOR HT MOTOR BALANCING AND SHAFT WORK
5	5	RATE FOR MOTOR SHIFTING

					1						
			E SCHEDULE-1								
	PRICE SCHEDULE- HT MOTOR(6.6 KV) REWINDING & REPAIRS										
	(Below Rates are inclusive of all taxes & duties but exclusive of GST) (In Rs)										
SR NO.	RATING IN KW	Unit rate for Complete rewinding with class F/H insulation with VPI technology process after consideration of salvage value.	Unit rate for Supply of new normal bearing housing (non insulated)	Charges for supply & manufacture of core if old core can-not be used (after consideration of salvage value).	Removal of old copper bars from rotor end ring, fitting new bars and end ring with 43% silver rod after consideration of salvage value (w/o balancing)						
А	180 to 190 (F CLASS)										
В	200 to 225 (F CLASS)										
С	250 to 275 (F CLASS)										
D	300 to 360 (F CLASS)										
E	400 to 450 (F CLASS)										
F	560 (F CLASS)										
G	680 (F CLASS)										
Н	725 (F CLASS)										
I	975 (F CLASS)										
J	1120 to 1150 (F CLASS)										
К	1250 (F CLASS)										
L	1900 (F CLASS)										
M	2000 (F CLASS)										
N 0	4000 (F CLASS) 850 (Medium volt-725V) (F Class)										
Р	725 (H CLASS)		-	-	-						
Q	975 (H CLASS)		-	-	-						
R	850 (Medium volt-725V) (H CLASS)										

	PRICE SCHEDULE-2									
	OPTIONAL RATE SCHEDULE- HT									
	(Below Rates are inclusive of all taxes & duties but exclusive of GST) (In Rs _)									
SR NO.	RATING IN KW	UNIT RATE FOR SUPPLY & REPLACEMENT OF MOTOR POWER SUPPLY LEAD PER LEAD EXCLUDING REWINDING OF MOTOR AND EXCLUDING TO AND FRO TRANSPORTATION CHARGES.	UNIT RATE FOR SUPPLY AND ERECTION OF COOLING FAN	UNIT RATE FOR SUPPLY AND ERECTION OF SPACE HEATER						
Α	180-190									
В	200-225									
С	250-275									
D	300-360									
Е	400-450									
F	560									
G	680									
Н	725									
Ι	975									
J	1120-1150									
К	1250									
L	1900									
Μ	2000									
Ν	4000									
0	850 (Medium volt- 725V) VFD MOTOR									

	PRICE SCHEDULE-3									
	PRICE SCHEDULE- HT									
	(Below Rates are inclusive of all taxes & duties but exclusive of GST) (In Rs _)									
	UNIT RATE FOR REPAIRING WORK									
SR NO.	RATING IN KW	UNIT RATE FOR MOTOR FAN COVER NET REPAIRING WORK	UNIT RATE FOR MOTOR FAN COVER REPAIRING WORK INCLUDIN FAN COVER CONE	Unit rate for Repairing of motor end shield (under cutting and bushing work, etc) (DE-NDE SINGLE SIDE RATE)						
А	180-190									
В	200-225									
С	250-275									
D	300-360									
E	400-450									
F	560									
G	680									
Н	725									
Ι	975									
J	1120-1150									
К	1250									
L	1900									
М	2000									
Ν	4000									
0	850(Medium volt- 725V) VFD MOTOR									

	PRICE SCHEDULE-4									
	PRICE SCHEDULE-6.6 KV HT MOTOR REPARING WORK									
	(Below Rates are inclusive of all taxes & duties but exclusive of GST) (In Rs _)									
SR NO.	RATING IN KW	Unit rate of balancing of the motor rotor on balancing machine at workshop of contractor when motor is already shifted to contractors workshop for overhauling and or repairs	Unit rate for only balancing work of motor fan	Under cutting of worn-out shaft, metalizing, cutting , grinding to bearing size but without balancing						
Α	180 to 190									
В	200 to 225									
С	250 to 275									
D	300 to 360									
E	400 to 450									
F	560									
G	680									
н	725									
I	975									
J	1120 to 1150									
К	1250									
L	1900									
М	2000									
N	4000									
Ο	850 (Medium volt-725V)									

	PRICE SCHEDULE-							
	PRICE SCHEDULE- OPTIONAL RATE							
	(Below Rates are inclusive of all taxes & duties but exclusive of GST) (In Rs_)							
Sr. No	DESCRIPTION	UNIT RATE (Rs.)						
А	Charges towards to & fro transportation of motor to vendors workshop of up to 6 Ton motor in cases where the accepted job rates are without including transportation charges. (Like only balancing, lead replacement)							
В	Charges towards to & fro transportation of motor to vendors workshop of more than 6 Ton motor in cases where the accepted job rates are without including transportation charges. (Like only balancing, lead replacement)							

SECTION-F LIST OF ANNEXURES & FORMS

1.0 <u>ANNEXURE-A</u>

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

Bank Guarantee No.....

Date.....

- 2. Wedo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after opening of the tender by way of any loss or damage caused to or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and condition contained in the said tender or failure accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly).
- 3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer(s).
- 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5. We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said

tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

- 6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.

Date

.....Bank Corporate Seal of Bank By its constitutional Attorney

> Signature of Duly Authorized Person On behalf of the Bank with Seal & Signature code



2.0 <u>ANNEXURE-B</u>

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

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

B. G. No.....

Date:

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

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

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

liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

- 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5. The guarantee will remain valid up days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
- 7. Notwithstanding anything contained herein before, our liability shall not exceed Rs......(Rupees......only) and shall remain in force till......Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date

.....Bank Corporate Seal of Bank By its constitutional Attorney

> Signature of Duly Authorized Person On behalf of the Bank with Seal & Signature code



3.0 ANNEXURE-C

<u>PERFORMA CERTIFICATE</u> (No claim, No arbitration)

Τo,

Addl. General Manager (O&M) - 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 measurement 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 LoI / contract is full and final. We accept this, and no claim related to payment is left.
- 3. The rates of the LoI / 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 LOI 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 LOI 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 –D

SCHEDULE OF DEVIATION FROM GENERAL SPECIFICATIONS

All the deviations from the general specifications shall be filled by BIDDER clause by clause in this schedule "on line" through e-tender.

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 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

Of the Bidder

Signed and Stamped by the Authorized Signatory

ANNEXURE-E.2 (To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations Please Tick (v) whichever is correct option

on behalf ofName of Party/Company.....hereby confirm that I /We have

a. Not invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three(03) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

b. Invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last three(03) years.

If "b" is applicable, please submit the details for the same.

works at the site during the period of the Contract, if awarded to me.

Т

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

OR

Please Tick()

Please Tick(

)

51

ANNEXURE- E.1 (To be submitted on Company's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

on behalf ofName of Party/Company.....hereby confirm, agree and undertake that

(To be submitted on Company's Letter Head)

all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of

ANNEXURE-F

ANNEXURE NAME PLATE DETAILS OF HT MOTORS (SLPP-I)

ALL THE MOTORS ARE WITH F CLASS INSULATION, RATED FOR CONTINUOUS OPERATION AND WITH IP 55 DEGREE OF PROTECTION.

SR. NO.	SERVICE	RATING KW	к	Т	CONN.	RPM	TYPE/FR.SIZE	DE BRG.	NDE BRG.	MAKE	WEIGH TONS
	TG BUILDING										
1	BFP	2000	6.6	206	ST	1490	IRN 7632	NU 232M/ 6232M C3	NU 228M	BHEL	8.6
2	CEP	300	6.6	33	ST	1483	1LA7560-4	6226C3	7322B	BHEL-BHOPAL	3.65
3	COMPRESSOR	320	6.6	40	ST	592	TPC 450 E	NU 230 C3	NU 221 C3/6221C	CGL	4.5
	BOILER										
4	PA FAN	1120.00	6.6	112	ST	2986	1LA771616-2P	SLEEVE 125	SLEEVE 100	BHEL-BHOPAL	7.35
5	SA FAN	1250.00	6.6	134	ST	1490	LC00716H04A5H	NU230EM/ 6230MC3	NU226EM	BHEL-HARDHWAR	7.8
6	ID FAN	725.00	6.6	81	ST	741	1LA7712-8	NU230M/ 6230MC3	NU226M	BHEL-BHOPAL	6.85
7	SEAL AIR BLOWER	225.00	6.6	26	ST	1463	1LA7560-4	NU226M/ 6226C3	NU219M	BHEL-BHOPAL	3.6
8	FBHE EMPTY CHAMBER BLOWER	190.00	6.6	23	ST	1475	1LA7560-4P	NU226M/ 6226C3	NU219M	BHEL-BHOPAL	3.6
	BALANCE OF PLANT:										
9	COOLING WATER PUMP	560.00	6.6	69	ST	496	LVC00821112A1H	6232MC3	7334BGM	BHEL (HARDWAR)	9.5
10	RAW WATER PUMP	275	6.6	30	ST	1481	1LA7560-4	6222C3	7322B	BHEL-BHOPAL	3.8
	LIGNITE HANDLING SYSTEM										
11	BCN M1A	680	6.6	74	STAR	1487	ILA 7632- 4P	NU224M/ 6224C3	NU222M	BHEL-BHOPAL	4.95
12	BCN M2A	410	6.6	45	STAR	1488	ILA 7562-4P	NU222M/ 6222C3	NU219M	BHEL-BHOPAL	3.75
13	BCN 6A / B	300	6.6	33	STAR	1484	ILA7560-4P	NU222M/ 6222C3	NU219M	BHEL-BHOPAL	3.65
14	BCN 2A	200	6.6	22	STAR	1481	ILA 7500-4P	NU222M/ 6222C3	NU219M	BHEL-BHOPAL	2.85
15	SECONDARY CRUSHER	410	6.6	45	STAR	1481	ILA 7560-4P	NU222M	NU219M	BHEL-BHOPAL	3.65
16	DE	350	6.6	41	STAR	987	ILA 7562-6P	NU224M/ 6224C3	NU222M	BHEL-BHOPAL	3.85
17	FEEDER BREAKER MOTOR	250	6.6	26	STAR	1483	SCR/D400L	NU322C3	6322C3	CGL	3.5
L	IME STONE HANDLING SYSTEM										
18	LIMESTONE MILL ID FAN	200	6.6	24	STAR	988	ILA7560-6P	NU224M	6224C3	BHEL-BHOPAL	3.6
19	LIME STONE MILL MAIN DRIVE	440	6.6	51	STAR	986	ILS7566-6P-B3	NU224M	6224C3	BHEL-BHOPAL	4.5
20	LIMESTONE CRUSHER	410	6.6	45	STAR	1481	ILA 7560-4P	NU222M	NU219M	BHEL-BHOPAL	2.95
	ASH HANDLING SYSTEM										
21	AH COMPRESSOR	310	6.6	39	STAR	590	TPC450E	NU230C3	NU221C3/6221C3	CGL	4.5
22	SLUDGE PUMP	200	6.6	23	STAR	1485	NTPC 355D	NU224 C3	6321 C3	CGL	3.4

ANNEXURE-G

Name plate detail of HT motors of SLPP-2 ALL THE MOTORS ARE WITH F CLASS INSULATION, RATED FOR CONTINUOUS OPERATION AND WITH IP 55 DEGREE OF

	PROTECTION.										
SR. NO.	SERVICE	RATING KW	ĸv	I	CONN.	RPM	TYPE/ FR.SIZE	DE BRG.	NDE BRG.	MAKE	WEIGHT TONS
TG E	UILDING										
1	CEP	300	6.6	33	STAR	1483	1LA7560-4	NU'6222C3	NU7322B	BHEL, BHOPAL	3.65
2	BFP	4000	6.6	405	STAR	1493	1RN7 716-4	SLEEVE 160*140	SLEEVE 125*115	BHEL BHOPAL	13.36
3	COMPRESSOR	400	6.6	42	STAR	1491	IM 2001	6324C3	6319C3	ABB BARODA	3.128
BOIL	<u>ER</u>										
4	PA FAN	1150	6.6	117	STAR	2969	1LA716-2	SLEEVE 125	SLEEVE 100	BHEL-BHOPAL	8.6
5	SA FAN	975	6.6	103	STAR	1486	1LA7714-4	NU230M / 6230C3	NU226M	BHEL BHOPAL	7.6
6	ID FAN	850	0.69	942	STAR	741	1LA7802-8	NU232M / 6232C3	NU228M	BHEL-BHOPAL	9.5
7	FBHE BLOWERS	200	6.6	24	STAR	1475	1LA7560-4	NU226M / 6226C3	NU219M	BHEL-BHOPAL	3.65
8	SEAL AIR BLOWER	180	6.6	22	STAR	1463	1LA7560-4	NU226M / 6226C3	NU219M	BHEL-BHOPAL	3.65
9	ASH COOLER MOTOR	180	6.6	22	STAR	1475	1LA7560-4	NU226M / 6226C3	NU219M	BHEL-BHOPAL	3.65
BAL	ANCE OF PLANT:										
10	COOLING WATER PUMP	1900	6.6	213	STAR	497	1RQ1 900-5	6248 MC3	7348B	BHEL, BHOPAL	19.5
11	RIVER WATER PUMP AT PATNA	360	6.6	41	STAR	990	DCV355U	NU224	QJ320	MARATHONE	4.2
LIGN	IITE HANDLING SYSTEM										
12	BCN- M4	450	6.6	49.5	STAR	1485	1LA7566-4	NU 224M, 6224 C3	NU 222M	BHEL BHOPAL	4.15
13	BCN- M5	200	6.6	22.5	STAR	1482	1LA7560-4	NU222M+6222C3	NU 219M	BHEL BHOPAL	3.65
14	SCH CRS-1	650	6.6	71	STAR	1484	1LA7632-4	NU 224M, 6224 C3	NU 222M	BHEL BHOPAL	4.95
15	SCH CRS-2	650	6.6	71	STAR	1484	1LA7632-4	NU 224M, 6224 C3	NU 222M	BHEL BHOPAL	4.95
LIME	STONE HANDLING SYSTEM										
16	MAIN DRIVE MILL-D	600	6.6	66	STAR	1485	1LA7632-4	NU224M+6224C3	NU222M	BHEL BHOPAL	4.9
17	ID FAN MILL-D	300	6.6	34	STAR	1489	1LA7560-4	NU 222M, 6222 C3	NU 219 M	BHEL BHOPAL	3.65
ASH	HANDLING SYSTEM										
18	AH COMPRESSOR	400	6.6	42	STAR	1487	HXR 400LE4	6324 C3	6319 C3	ABB	3.5

ANNEXURE H SCOPE OF MATERIAL SUPPLY							
1	BEARINGS FOR REPLACEMENT	GIPCL					
2	GREASE FOR LUBRICATION	GIPCL					
3	GENERAL PURPOSE ADHESSIVE RDL 639 FOR SEALING	BIDDER					
4	PAINT AND THINNER (ASIAN MAKE , EPOXY PAINT)	BIDDER					
5	SPARES (Supply of Terminal connector inside motor TB, Ferrule, Grease pipe is in the scope of Bidder)	GIPCL					
6	INSULATING VARNISH	BIDDER					
7	BECKTOL RED, EPOXY RED GEL	BIDDER					
8	PETROL, KEROSENE, RUSTOLINE	BIDDER					
9	CRC	BIDDER					
10	CLEANING CLOTH	BIDDER					
11	GASKETS(NEOPRENE)	BIDDER					
12	HARDWARES(HIGH TENSION , GKW, TVS, UNBRAKO MAKE ONLY)	BIDDER					
13	WEDGES , BINDING CLOTH, BRAZING MATERIAL	BIDDER					
14	LOCTITE	BIDDER					

ANNEXURE –I -FOR PERSON ENTRY GATE PASS

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•	Ref. No:				Date	
	Το,					
	The Security Depa	artmont				
	GIPCL (SLPP),					
	Nani Naroli.					
	and the second second					
	Through: Usor Do	partment He	ad.	n ng nananan Ba		×
· .	Through: The HR&	&A Denartme	ent			
	initiation. The first	art beput title				
	Sub: Issue of ga	te pass.				
, 2	Ref: Our work ord	er No			dt	harananan
	Nature of Work:					
	Contract Period:	From	t	0	Contract of the second s	
			di cumo di contra contra di			
	Dear Sir,					ruisonu chaift and
	Dear Sir, For executing the	e above refe	erred job, we l	have engaged	of supe	rvisory staff and
	Dear Sir,	e above refe	erred job, we l	have engaged	of supe	rvisory staff and
 	Dear Sir, For executing the	e above refe ers as per the	rred Job, we l dotalls submitt	have engaged ed in attached	annexure – A.	
	Dear Sir, For executing the	e above refe ers as per the d to please i	rred Job, we l dotalls submitt	have engaged ed in attached	of supe	
	Dear Sir, For executing the manufaboure You are requeste forday:	e above refe ers as per the d to please i	rred Job, we l dotalls submitt	have engaged ed in attached	annexure – A.	
5	Dear Sir, For executing the manufaboure You are requeste	e above refe ers as per the d to please i	rred Job, we l dotalls submitt	have engaged ed in attached	annexure – A.	
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				ANNEY	IRF "A"		*					
	Nan	ne of the Con	tractor		IRE "A"							
	Name of the Contractor: Work Order No. ;											
		Nature of Job:										
		Contract Period From:to										
		W.C. Policy No:Valid FromtoLab. Capacity										
Э		Labour Licence No: Valid From to Lab. Capacity P.F.Code No:										
	Sr.		Name of the W		Present	Date of Category Sex Type of						
, x	No					Birth	(SK / SSK/ USK)	M/F	Gate pas (PG-03 /			
		Surname	Name	Father's Name					PG-01 / TG)			
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