

**GUJARAT INDUSTRIES POWER COMPANY LIMITED**

**(Surat Lignite Power Plant)**

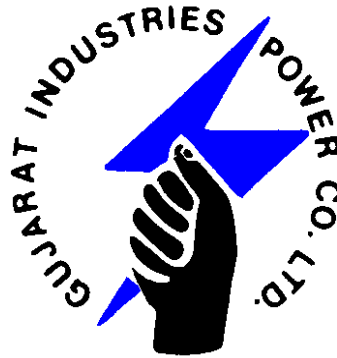
**AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)**

**Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080**

TENDER DOCUMENTS FOR

**"REPAIRING OF 650 KW, 6.6 KV BHEL MAKE MOTOR."**

**Bid No. SLPP/ELECT/HT MOTOR/REPAIRING/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.

**NOTICE INVITING TENDER (NIT)**  
**TENDER NO.: SLPP/ELECT/HT MOTOR/REPAIRING/25-26**

Description of work	Contract for Repairing ELHS Crusher, 650KW, 6600V, 1440 RPM BHEL make Motor.
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	Six Months from date of LOI/Work order.
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. 18,000/- (Rupees Eighteen 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: <b><a href="https://www.gipcl.com">https://www.gipcl.com</a></b>
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 online for technical Bid.	On or before 17:00 hours 31/03/2025.

**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 online/physical form at the following address:-

**Addl. 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: [electslpp@gipcl.com](mailto:electslpp@gipcl.com)



## SECTION-A INSTRUCTIONS TO BIDDERS

### 1. PLANT SYNOPSIS

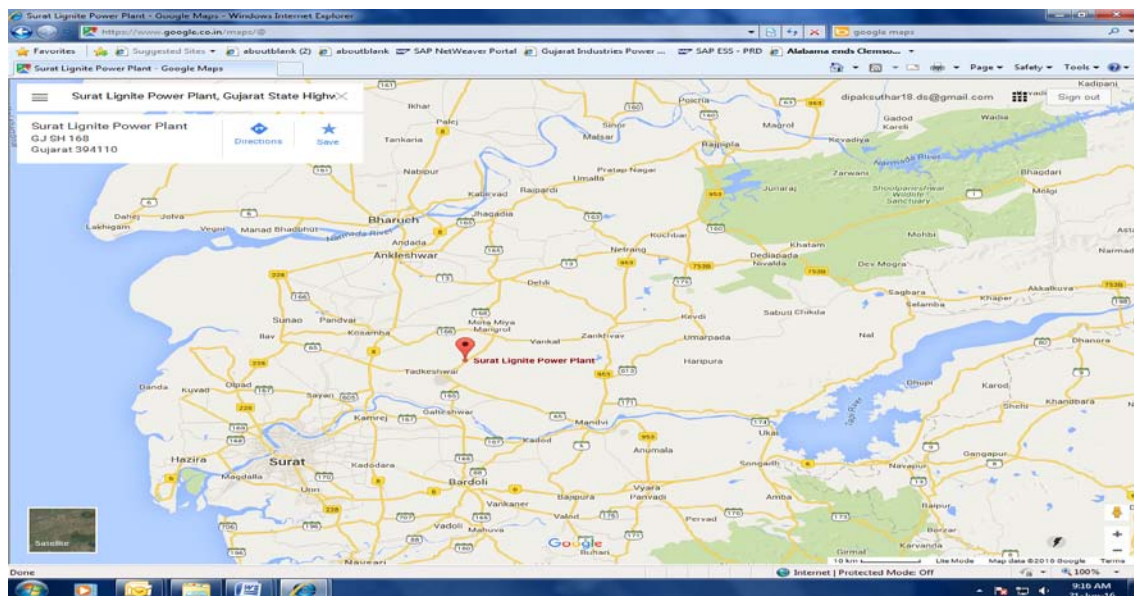
Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.40 MW comprising of various conventional and renewable projects.

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 Raghnesda 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 contract for repairing ELHS Crusher, 650KW, 6600V, 1440 RPM BHEL make Motor., testing, loading, both side transportation of HT motors for 4 x 125 MW Surat lignite power plant therefore inviting tender's online from experienced & resourceful Bidders.**

## **2. SCOPE OF WORK :**

- 2.1 The scope of work covers on Repairing, Testing, loading, unloading, both side transportation of 6.6 KV 650 KW HT motor for 4 X 125 MW Surat Lignite Power Plant of GIPCL at village Nani Naroli, Taluka Mangrol, Dist Surat.
- 2.2 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.3 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per actual requirement
- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of Bidder in his quoted rates.

## **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: <https://www.gipcl.com> to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

The submission of tender by a 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, FY 2019-20)** in similar nature of jobs like **repairing/Rewinding** 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.14.33 Lacs excluding GST.**

**OR**

b. **Two similar completed Work Order each costing not less than the amount equal to Rs.8.96 Lacs excluding GST.**

**OR**

c. **Three similar completed Work Order each costing not less than the amount equal to Rs.7.17 Lacs excluding GST.**

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. 7.17 Lacs excluding GST 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 Bidder should possess valid electrical Contractor's license and electrical supervisory permit of contractor's supervisor if applicable.

5.13 The bidder should possess all such licenses applicable / permits which are necessary for execution of the job as per latest rules & regulations.

5.14 Bidder should have submit test report of 6.6 KV motors at full voltage.

5.15 Bidder should have rotor dynamic balancing facility at their workshop.

5.16 The bidder should have experience of VPI for rewinding of HT motors.

5.17 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.

5.18 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. 18,000/- (Rupees Eighteen thousand only) shall accompany with Bid. EMD shall be in the form of Crossed Bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Sr.No.	Bank Details	Payable at Branch
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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, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from

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

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 other documents to be submitted in online/physical form on or before due date of closing of the tender or online	Address for Submission:  Additional General Manager (O&M) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261080 e-mail- slppelect@gipcl.com
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**SUBMISSION OF BIDS**

## **A: MODE OF SUBMISSION**

The bids shall be submitted online at the GICPL web site (<https://gipcl.com>) 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 Techno-commercial deviations, if any, shall accompany the bid. The following Information shall be provided in the techno commercial bid:

1. Schedule of deviation Technical as well as commercial, if any.

The following supporting documents shall also be submitted along with EMD in physical/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 website **<https://www.gipcl.com>**
2. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence (**Bidder have to fill applicable GST in on line price bid**).
3. Bidders shall have to quote the rates as per work description
4. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

## **B: METHOD OF TENDERING / SIGNATURE 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.

#### **8. 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.

#### **9. 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.

#### **10. 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.

#### **11. OPENING OF BIDS**

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

## **12.2 Preliminary Examination:**

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

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

12.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents. The lowest bidder for price schedule will be treated as L1 bidder Post e-reverse auction.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

## **13. RIGHT OF REJECTION OF TENDERS**

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

- 13.2 Any Tender without EMD will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 13.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

#### **14. AWARD OF CONTRACT**

- 15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors.

#### **15. CONTRACT PERIOD**

- 16.1 The contract will be for a period of 06 months from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').
- 16.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.
- 16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor

#### **16. 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.

#### **17. BIDDER'S OBLIGATIONS**

##### **DEPLOYMENT & RESPONSIBILITY OF MANPOWER**

- (i) The Bidder shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Bidder shall deploy sufficient skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) At the time of deploying manpower, the Bidder 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.

- (iv) The Bidder shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, Safety shoes, ear plug/ muff, masks, goggles and other necessary PPEs for properly undertaking the operations involved under this contract..

**B: TOOLS & TACKLES:**

- (i) All tools and tackles required to execute the contract are in the scope of the Bidder.

**18. CLARIFICATION OF BIDDING DOCUMENTS**

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address [electslpp@gipcl.com](mailto:electslpp@gipcl.com) as indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

**19. TIME SCHEDULE**

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

**20. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION**

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

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

**21. PAYMENTS**

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

**22. 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 nonparticipation of e-tender due to probable technical problem in e-tender system.**

**23. GUARANTEE / WARRANTY:**

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

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**SECTION-B**  
**INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - <http://etender.gipcl.com>
2. 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. Following should be submitted 'off-line' in sealed covers separately OR in soft form before due dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 112, Gujarat.  
[1] Supporting Documents for Technical Bid.
4. Bidders who wish to participate first time in online tenders will have to register their firm at GIPCL-SLPP by applying for registration through vendor registration option available in the website - <http://etender.gipcl.com> at least before five working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create vendor code which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.



## SECTION-C

### GENERAL CONDITIONS OF CONTRACT

#### 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 favor of Gujarat Industries Power Company Limited of an equivalent amount of Ten percent (10%) of the "Annual Contract Price excluding GST" from all Nationalized Banks or Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank and AU Small Finance Bank in the format attached, 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 Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of 03 (Three) months from the Guarantee period. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

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

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

#### 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**

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

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

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

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

#### **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 Additional General Manager (O&M)SLPP, 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. COMPLIANCE OF LABOUR LAWS**

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 :

1. 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.
- l. 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. 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.

#### **13. REJECTION OF WORK**

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

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

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

#### **14. GENERAL TERMS AND CONDITIONS:**

- a. All tools & tackles, labors, equipment, vehicles, etc. to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools & equipment 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. 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.
- e. 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.
- f. 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-in-charge or any other reason whatsoever.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- I. 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.
- m. **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.**

**15. 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.

**16. 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.

**17. 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.

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## **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 10 % 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.

- 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. **At the time of final invoice submission on contract completion, Bidder is to be submit NO claim NO arbitration certificate and Indemnity Bond as per GIPCL SLPP format.**
- iv. **GST**

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, HSN 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. 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.

#### 4. DETAIL SCOPE OF WORK:

The overall scope of work proposed to be assigned to the successful bidder according to this specification covers the following aspects.

#### **ANNEXURE-I (SCOPE OF WORK FOR REPAIRING OF HT MOTOR)**

The overall Scope of work covers for rewinding of Stator & Complete rebarring / recagging of rotor of 650 KW, 6600V, 1484 RPM BHEL make Motor.

The list below is only indicative. All the activities as per OEM recommendations/best practices in industry on these motors shall be carried out.

- Loading of motor from our workshop
- Unloading of motor at your workshop
- Removal of fan cover, fan, grease covers, grease assembly, NDE Cover, DE Cover and dismantling of the motor
- Removal of DE and NDE bearings from shaft and housing, shaft and housing dimensions measurement to ensure bearing fitment
- Carefully removal of rotor
- Disconnection & removal of old defective coils without damaging stator core.
- Cleaning of stator slots after removing old defective coils.
- Testing of stator core assembly with flux loop test, shall submit thermal imaging of stator to GIPCL.
- Complete rewinding of motor stator by double glass covered, E.C. Grade, copper strips as per original size & shape.
- Insulating the overhang portion and slot portion with samipor (resinpoor) tapes and special covering of slot portion with conducting and semi conducting tapes.
- Fixing 6 Nos. RTD type PT100, 3-Wire simplex at equal distance between two layers of coils in stator slot, RTD element to be supplied by vendor.
- Fixing wedges in slot as per original type, size & shape.
- Lacing of overhang portion, making coil connection and brazing of coils and insulating of joints with resin poor tapes.
- Impregnating complete winding and core packet with Global VPI process (resin poor system).
- Making appropriate fixtures for rotation of complete core.
- Drying out of VPI winding in rotating oven
- Insertion of complete VPied winding and core packet in yoke / body with correct fitment
- Application of Dr. Beck make epoxy gel coat on winding.
- Testing of complete stator winding after VPI and before final assembly of the motor.
- **ROTOR:** Complete Rebarring / recagging of rotor bars includes Dismantling of the both SC rings and all bars by de-brazing, Preparing / manufacturing new all bars identical to original, Preparing / manufacturing new end rings identical to original, Full flux loop test of core before bar insertion, Reinsertion of new bars in rotor, Brazing of all new bars with new SC rings, Final Machining of rotor after brazing
- Dynamic balancing of the rotor as per grade G.2.5
- Reinsertion of rotor in stator, applying paint on all cover, spares, reassembling of end shield covers, grease covers, fan, fan cover etc.
- Checking of grease assembling, grease path.
- Replacing oil seals, sealant, gaskets and hardware silica gel as and when necessary.

- Checking of terminal studs, terminal assembling.
- Sealing the entire assembling for IP- 55 protection by RDL compound.
- Replacement of the bearings (bearings shall be supplied by GIPCL)
- Repainting of motor
- Testing of bearing insulation
- Testing of complete stator winding before final assembly of the motor
- Final testing of the motor
- Offering motor for pre-dispatch inspection by GIPCL-SLPP.
- Submission of detailed failure analysis report
- Loading & Shifting of the motor from your workshop to GIPC-SLPP

## **ANNEXURE-II (TESTING / CHECKING OF MOTOR)**

### **Tests 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.

### **Tests to be conducted on the entire rewound motor stator:**

- Shaft fitment / End shield fitment on / in bearings.
- IR value shall be taken between phase on between phase and body and when PI value to be determined using motorized megger.
- Resistance of all the phases shall be measured by micro-ohms meter.
- Hivolt or Hipot 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, BTDs & space heaters shall be tested for their performance.

### **Test to be conducted on Rotor:**

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

### **Tests to be conducted after assembling the entire motor at Vendor workshop and your test bed in presence of GIPCL- SLPP representative.**

- IR values between phases and ground as per IS 7816.
- Surge comparison test for all the three phases as per IS 14222-1995.
- Four Hours No load trial run at rated RPM and rated voltage as per IS325 for one hour.
- Vibration severity as per IS 12075 at rated voltage.
- Bearing sound observation and vibration monitoring at rated voltage as per IS 12075.
- Winding temperature rise observation at rated voltage as per IS 325.
- Thermal imaging of motor at running condition.

**SECTION-E  
PRICE SCHEDULE**

SR NO	DESCRIPTION	QUANTI TY	UNIT RATE (Excluding GST)
01	Rewinding of stator with (Global VPI resin poor system ) insulation - Scope of work as per annexure-I - Tests to be carried out at different stages as per Annexure - II	01	
02	Complete Rebarring / recagging of rotor bars includes; - Dismantling of the both SC rings and all bars by de- brazing, - Preparing/manufacturing new all bars identical to original, - Preparing & manufacturing new end rings identical to original, - Full flux loop test of core before bar insertion, - Reinsertion of new bars in rotor, - Brazing (43% silver rod) of all new bars with new SC rings, - Final Machining of rotor after brazing	01	
03	Charges for replacement of New rotor stamping	lot	
04	Dynamic balancing of rotor as per G.2.5	01	
05	Charges for Transportation of motor	01	
06	Optional Charges for Repairing End Shields (If required)	02	
07	Optional Charges for Rotor Shaft Metalizing. (If required)	02	
	<b>Total Price (Excluding GST)</b>		
	Applicable GST		
	<b>Total Price (in Rs.) (Incl. GST)</b>		

**SECTION-F**  
**LIST OF ANNEXURES & FORMS**

**1.0 ANNEXURE-A**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

Bank Guarantee No.....

Date.....

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, 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 issued Tender paper vide its Tender No. .... for ..... (hereinafter called "the said tender") to M/s. .... (hereinafter called "the said tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of said tender, the tenderer shall submit a Bank Guarantee for Rs. .... (Rupees ..... Only) towards earnest money in lieu of cash.
2. We .....Bank having its branch office at .....do hereby 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. .... (Rupees .....only).
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.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. .... (Rupees ..... Only) and shall remain in force till. .... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date .....

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

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



2.0 ANNEXURE-B

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

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

B. G. No.....

Date:

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

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

2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. .... (Rupees .....only).

3. We undertake to pay to the Company any money so demanded notwithstanding 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.
6. We ..... Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees .....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date .....

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

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



### 3.0 ANNEXURE-C

PERFORMA CERTIFICATE  
(No claim, No arbitration)

To,  
Addl. General Manager (O&M)  
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.

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

The bidder here by certifies that the above mentioned 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 .....

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

**Declaration cum Undertaking for Safety Laws and Regulations Compliance**  
(To be submitted on Company's Letter Head)

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

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

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

I \_\_\_\_\_ on behalf of .....Name 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.

**Please Tick(    )**

**OR**

- 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.

**Please Tick(    )**

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

**ANNEXURE -K -FOR PERSON ENTRY GATE PASS**

Ref. No:

Date:

To,  
The Security Department  
GIPCL (SLPP),  
Nani Marol.

Through: User Department Head.

Through: The HR&A Department

Sub: Issue of gate pass.

Ref: Our work order No. ....dttd.....

Nature of Work: .....

Contract Period: From ..... to .....

Dear Sir,

For executing the above referred job, we have engaged .....of supervisory staff and  
.....labourers as per the details submitted in attached annexure - A.

You are requested to please issue gate pass for the period from .....to .....  
for .....days and oblige.

Thanking you,

Yours faithfully,

.....  
Name & Authorized signatory  
(On behalf of Contractor with seal)

Date: / /20

Encl. Annexure - "A"

**ANNEXURE – "A"**

Name of the Contractor: \_\_\_\_\_

Department: \_\_\_\_\_ Work Order No. : \_\_\_\_\_

Nature of Job: \_\_\_\_\_

Contract Period From: \_\_\_\_\_ to \_\_\_\_\_

W.C. Policy No: \_\_\_\_\_ Valid From \_\_\_\_\_ to \_\_\_\_\_ Lab. Capacity \_\_\_\_\_

Labour Licence No: \_\_\_\_\_ Valid From \_\_\_\_\_ to \_\_\_\_\_ Lab. Capacity \_\_\_\_\_

P.F.Code No: \_\_\_\_\_

Sr. No	Name of the Worker			Present Address	Date of Birth	Category (SK / SSK / USK)	Sex M / F	Type of Gate pass (PG-03 / PG-01 / TG)
	Surname	Name	Father's Name					
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

.....  
Name & Authorized signatory  
(On behalf of Contractor with seal)