

GUJARAT INDUSTRIES POWER COMPANY LIMITED (4 x 125 MW, 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 FOR AWARDING THE CONTRACT FOR SUPPLY OF REFRACTORY
MATERIAL AND APPLICATION/REPAIR OF REFRACTORY WORK IN 4 x 125 MW
CFBC BOILERS**

Tender Ref.: SLPP/MECH/BLR/REF/25-26, Year 2025-26



INDEX

Sr. No.	PARTICULARS	PAGE NO.	
		From	To
(1)	NOTICE INVITING TENDER (NIT)	3	4
(2)	SECTION-A (Instructions to Bidders)	5	26
(3)	SECTION-B (Instructions to Bidders for online tendering)	27	28
(4)	SECTION-C (General Conditions of Contract)	29	44
(5)	SECTION-D (Special Conditions of Contract)	45	49
(6)	SECTION-E (Price Schedule)	50	55
(7)	SECTION-F (Annexure and Forms)	52	66

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/MECH/BLR/REF/25-26, Year 2025-26

Name of work	Surat Lignite Power Plant – 4 x 125 MW, Unit # I to IV: Supply of refractory material and application/ repair of Refractory work in 4 x 125 MW CFBC boilers during annual shutdown 2025-26
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs. /Price Schedule.
Period of Contract	12 Months from the date of issue of work order.
EMD	Rs. 2,68,000/- (Rupees Two Lakh Sixty-Eight Thousand Only) in the form of DD/irrevocable Bank Guarantee/ RTGS / online mode of payment to Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Proforma of BG enclosed with this e-tender.
Cost of tender document / tender fee	Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only) to be submitted in form of RTGS / online mode of payment only.
Availability of online e-Tender document	On (n)Procure portal: (www.nprocure.com) on 13.02.2025 On GIPCL's E-Tender portal: (https://etender.gipcl.com/) (for viewing and downloading Tender Document)
Last date & Time of online submission of offer	05.03.2025 up to 17:30 hours on website: https://nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before due date 05.03.2025 during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders

NOTES:

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

5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:

ADDITIONAL GENERAL MANAGER - O&M (SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli,

Taluka: Mangrol,

Dist.: Surat - 394 110, Gujarat.

Phone: 02629-261063 (10 lines)

E-Mail: bqqajjar@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 1184.4 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project, a 145 MW gas based Combined Cycle Power Plant at Vadodara in the year 1992. It was set up as an innovative concept of Group Captive Power Plant with the participation of industries and the state power utility as promoters. Power from this plant is distributed to its promoters in proportion to their original equity holding.

Thereafter the Company commissioned a 165 MW dual fuel based Combined Cycle Power Plant at Baroda in 1997 which successfully operated as an IPP having a long term PPA with GUVNL for 20 years. Subsequently this plant has entered into a 5-year Power Purchase Agreement (PPA) with GUVNL for supply of power through Short Term Open Access in March 2019.

GIPCL commissioned a greenfield project of 2 x 125 MW Surat Lignite Power Plant (SLPP-I) based on environment friendly CFBC technology at Nani Naroli, District Surat, Gujarat in November, 1999 having long Term PPA with GUVNL for 30 years. The capacity was further enhanced with the commissioning of another 2 x 125 MW (SLPP-II) with similar technology in April, 2010 having a long term PPA with GUVNL for 30 years. The lignite for these plants is sourced from the captive mines of Vastan, Mangrol and Valia.

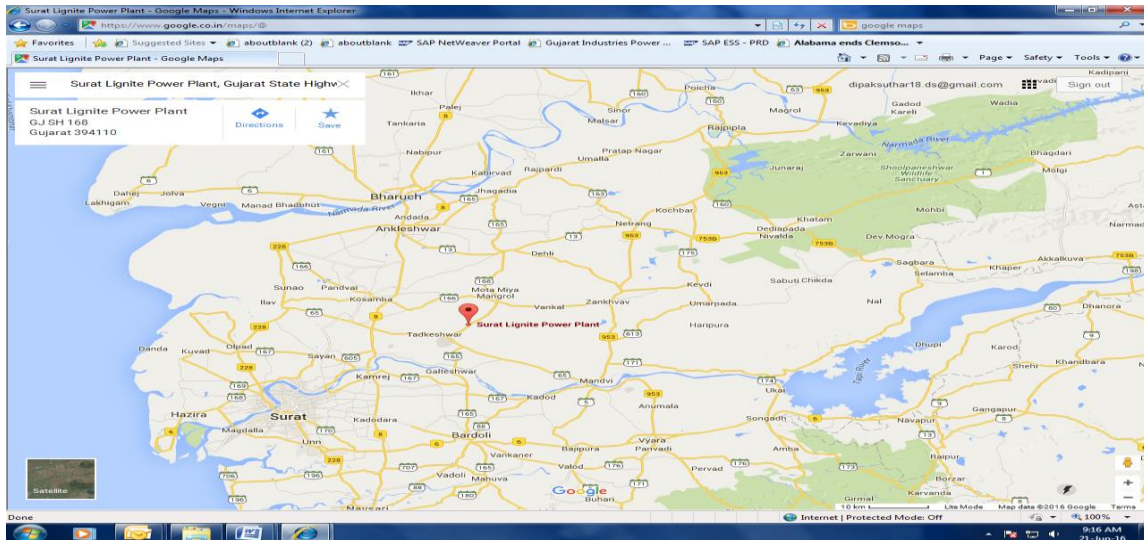
In the recent years, GIPCL has aligned its growth strategy with the vision of GOI to have 175 GW Renewable Capacity by 2022. The company has successfully commissioned 112.4 MW Wind Generation capacity at various locations in Gujarat in the period 2015-17 having long Term PPA with GUVNL for 25 years with Feed-in Tariff.

The Company has also established a number of Utility Scale Ground Mounted Solar PV Projects in Gujarat since the year 2012 onwards. The projects have long term PPAs of 25 years with SECI and GUVNL. The company has also commissioned a unique Distributed Agri Solar pilot project of 2 x 1 MW in April & May, 2016 for Govt. of Gujarat feeding solar energy directly into the distribution grid thereby eliminating T & D losses. The Company has successfully commissioned a 2 x 40 MW Solar Project in September, 2017 as well as a 75 MW Solar Power Project in June, 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. The Company has commissioned the 100 MW Solar Project at the Raghnesda Solar Park, Banaskantha, Gujarat on 10.08.2021.

The Company has also been allotted land for development of a 2,375 MW Renewable Energy Park at Khavda in the Kutch district 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 the work of supply of refractory material and application/ repair of Refractory work of 4 x 125 MW CFBC Boilers for a period of one year at SLPP and is therefore inviting open tenders online (e-Portal) from experienced & resourceful contractors.

2. SCOPE OF WORK

This tender is for four units (phase-1 for unit 1 & 2 and phase-2 for unit 3&4). GIPCL reserves the rights to allot all the four units' work to a single bidder or GIPCL may split the contract between two parties, phase-1 and phase-2 work separately as it may deem appropriate. In case of splitting of the contract between two parties, the L1 bidder in each Phase will be awarded the contracts.

2.1 The scope of work covers of following two parts:

- A) Supply of Refractory Material
- B) Application / Repair of refractory during annual overhaul of boiler

It has two parts viz.

- a. Mobilization of resources &
- b. Application / Repair work of refractory/Dry out of Refractory

A) Supply of Refractory Material:

Material supplied shall conform to GIPCL data sheet specification (as per Annexure-J in SECTION-F). No technical deviation is allowed in the data sheet requirement.

GIPCL may depute third party inspection agency/ their own inspection engineer at contractor's works. Party has to establish the quality parameter at all stage.

Party has to furnish the manufacturing quality plan to GIPCL for review and approval along with the bid. The Cold crushing strength (CCS), Bulk density (BD), Abrasion resistance test (ART) Hot modules of rupture (HMOR) Thermal conductivity, Permanent Liner Change, Thermal Spalling Resistance, Apparent Porosity, Chemical Analysis shall be customer hold point. Bidder has to inform at least 7 days in advance for witness of refractory testing from GIPCL side.

While dispatching the material party should furnish the material test certificate with dispatch documents.

GIPCL reserves to test the material by collecting the samples randomly at site. Samples shall be tested at reputed laboratory, in case if any deviation found, party has to replace the whole material with fresh material in line with data sheet requirements.

Contractor shall depute his authorized representative at our site for the stacking of supplied material. GIPCL will give space for stacking of material.

The estimated quantity of refractory (Castable) supply will be approximately **534 MT**. The material wise supply quantity has been indicated in price schedule. However the quantity will vary as per the site condition. The estimated quantity will be according to past experience (The quantity will be indicated at the time of work order). But after stopping the unit, if additional quantity is required, the vendor must assure the materials shall be delivered within one week after placing the order. However, payment shall be made as per the actual quantity supplied.

Party shall furnish shelf life of material in the bid.

Bidder shall ensure packaging of 25 kg bags and a jumbo bag (**along with pallets, if required, for proper stacking of the jumbo bags**) of 1 MT (40 bags in each jumbo bag) for ease in handling of material. Preferably refractory material shall be delivered in the lot of minimum load of 16 MT to maximum load of 25 MT per truck.

Party to manufacture the material very close to shut down period in close co-ordination with GIPCL in order to avoid manufacturing expiry date, due to short postponement of annual shut down.

In case material expires due to any reasons party shall supply new material without affecting shut down work.

Party has to supply the material as per the delivery schedule given by GIPCL. Approximate quantity to be supplied for unit-1, 2, 3 & 4 shall be intimated in the work order, party to supply exact quantity on receipt of confirmation through mail by GIPCL prior to shut down. Party shall match the manufacturing and delivery period to suit the shut down period up to the maximum extent to avoid deterioration of material due to long storage period. Party shall closely co-ordinate with GIPCL on this matter. GIPCL will intimate for supply of material by mail/phone before starting of shutdown work. Party shall supply the material to GIPCL-SLPP site within 7 days from the intimation from GIPCL during AOH/shutdown job. Party shall supply the material to GIPCL-SLPP site within 12 days from the intimation from GIPCL for running maintenance requirements.

B) Application / Repair of refractory during annual overhaul of boiler.

➤ Mobilization of resources:

To carry out the refractory application/repair work party has to mobilize resources as follows.

It includes mobilization of manpower along with necessary tools & tackles. Contractor has to mobilize sufficient quantity of scaffolding materials, breaking machine (either pneumatic or electrical), brick cutting machine, vibrator, shuttering or ramming material, gunning machine, measuring flasks, mixer machine, winch machine, water pump with pipe etc. for the refractory breaking & application work. It also includes mobilization of necessary pipes, hoses, connectors, consumables etc. required for the operation of pneumatic breaker machine, gunning machine, etc. Party has to mobilize sufficient tools & tackles with a back up arrangement for breakdown of any machine.

Contractor has to arrange burners, diesel tank, skilled manpower, technician for carrying out refractory dry-out after completion of refractory application/ repair work. Arrangement for all necessary recorders for noting down the dry-out curve is in Contractor scope. Party has to mobilize all necessary hoses, safety equipments, thermocouples, etc. required for carrying out the refractory dry-out at site.

- For Unit-1, 2, 3 & 4 the estimated quantity of refractory application/ repair by castable will be- approximately **499 MT** (AOH & FSD)
- For Unit-1, 2, 3 & 4 the estimated quantity of refractory application/ repair by brick lining (insulate and dense bricks) in cyclone - **90 MT (supply of bricks is in GIPCL scope)**.

The material application quantity has been indicated in price schedule. Party shall visit site before AOH for meeting with GIPCL for understanding the job quantum and mobilization requirement.

The mobilization will be separate for all boilers for AOH. Refractory work in the unit under forced outage will be in the scope of contractor while ongoing AOH of any of the unit. Further, there shall not be any extra or mobilisation claim for forced outage refractory work.

➤ **Application / Repair work of refractory in boiler:**

Application / repair of refractory work are to be carried out in following different areas of boilers.

- Combustor
- Cyclones
- Start up burners
- Seal pot & seal pot slant portion
- FBHE empty chamber & bundle chambers
- Cross over duct
- Ash coolers etc.

Inspection of refractory lining in the above areas will be carried out for identification of damaged area. Dismantling and application of refractory work shall be carried out by the party in identified area as per instruction of Engineer In-charge (E-I-C).

Detailed scope of work for refractory application/ repair is as below:

- Party shall prepare bar chart for execution of work and submit to GIPCL within one day of inspection. Inspection photographs of all above areas are required to submit to GIPCL.
- Mobilize scaffolding material required for refractory work and erect the scaffolding and platform inside cyclones from bottom to top and other refractory application areas.
- Scaffolding and platform shall comply all standard safety requirement and considering the refractory material & personnel movement as per instruction of Engineer In-charge (E-I-C). Refractory dismantling and application shall commence after ensuring above requirement.

- Dimensional drawing of Cyclone & COD at SLPP is attached here with. Party shall bring sufficient scaffolding material for two cyclones & CODs, four FBHEs, two nos. seal pot and extension in combustor to ensure safe approach and material movement. Party shall also keep 25% additional scaffolding material to make approach in various location of boiler.
- Allowable scaffolding installation duration (maximum) in cyclone-18 hrs., combustor and FBHEs -12 hrs., COD-12 hrs.
- Removal of the damaged refractory/sealbox refractory by using pneumatic / electrical breakers or manual chipping depending upon the requirement either up to shell or pressure parts area and removal of old anchors by grinding.
- Care should be taken to avoid any damage to tubes or shell while removing the refractory.
- Thoroughly cleaning of the shell plate shall be carried out by grinding/chipping and to be offered for inspection to EIC.
- Contractor has to shift refractory material like bricks, castables, gunning, plastic and insulating material etc. from warehouse to site.
- Ensure proper surface preparation and weld the anchors with suitable welding rod at suitable distance. Cross check/inspect jointly with EIC. (Recommended welding electrodes Advani / D&H/ Oerlinkon, ESAB, L&T).
- Paint the anchors with black bituminous paints.
- Contractor has to submit bar chart to GIPCL & adhere to it.
- Refractory application may be brick lining, casting, ramming or gunning method. Contractor has to carry out the work by any of these methods as per instructions of E-I-C/ Drawing.
- **For application of refractory brick lining method**, first lining will be of insulating bricks/ castable & outermost layer will be of high alumina brick/ fire clay brick in different area as directed by E-I-C/Drawing.
- **For application of refractory by casting** first lining will be of insulating material by gunning or by hand tapping & final layer will be of dense castable (high alumina castable refractory) layer. For castable, shuttering of suitable shape is to be prepared. Application of this refractory is to be carried out as per the recommendations of the refractory manufacturer and as per instruction of Engineer in charge (E-I-C).
- Quality plan for application: Refractory castable application to be done as per the quality plan attached in the Annexure-A1 & A2. Quantity of water to be mixed, mixing time, pouring, vibrating, curing time to be monitored for each panel application.
- Ensure proper water and refractory mixing ratio jointly with EIC (ratio as per the recommendations of the refractory manufacturer).
- Removal of shuttering after ensuring the settling of refractory.
- Casting has to be done in alternate panels of approximately 700 mm x 700 mm size maximum or as per instruction of E-I-C/Drawing.
- The contractor has to prepare sample pieces of refractory casting for testing and ensuring the quality of casting and is to be handed over to GIPCL. After supply of material to site, party to carryout chemical analysis & all other test as per the data sheet in the GIPCL identified laboratory at Surat /Baroda/Ahmedabad or at supplier's works/ lab as per instruction of E-I-C for all materials. Party has to inform the testing schedule at least one week in advance for witnessing the test from GIPCL end. Cost of analysis shall be in party's scope.
- **For the application of refractory by gunning/ramming** first lining will be of gunning insulating material & final layer is of refractory by gunning method as per the recommendations of the refractory manufacturer. The thickness must be uniform across the applied area and continuous ramming is to be done to achieve uniform setting. Care must be taken while application to minimize refractory wastage.
- Application of ceramic wool/ blanket/ ceramic paper of 03 mm to 50 mm thick in different areas as directed by E-I-C / Drawing.

- Carryout the refractory dry-out as per the heating curve given by the refractory supplier/OEM. Before starting of Dry-out, contractor has to establish no. of burner's and diesel requirement. Party has to furnish the quality parameter such as refractory strength, sintering quality appearance etc. will be achieved after dry-out procedure. Party has to record dry-out temperature and all parameter during dry out and furnish the report to EIC.
- Contractor has to arrange sufficient number of skilled & unskilled manpower for executing the job on round the clock basis for dismantling, installation & removing debris of refractory.
- During shutdown job of boiler, refractory work shall be halted during hydrotest, Fan trial, APH tube leak test, metal spray (if required), Radiography work and Major mechanical work or cleaning work. Bidder shall consider all such kind of ideal time and shall bid accordingly in order to complete the target date of refractory work as specified in tender and as per instruction from GIPCL Engineer In-Charge.
- Work shall be executed on all major fronts parallelly on round the clock basis (2 X 12 hrs. shifts).
- Parallel working with Mechanical and other agency shall be carried out with all safety precautions. Party shall work parallelly to the extent possible with other agencies for timely completion of job.
- Forced shutdown (FSD) in any unit shall be attended on priority without affecting AOH shutdown work as per instruction/guidance from GIPCL Engineer In-Charge. Additional manpower shall be mobilized as per requirement of work.
- Contractor has to submit field quality plan which they are following during refractory application. Same shall be reviewed and approved by the GIPCL. As per the approved quality plan party has to execute the work and submit the report to GIPCL.
- The scope of work also includes the erection of temporary supports and lifting arrangements for refractory application works as per the site requirements. No separate payment will be done on this account.
- Daily report shall be submitted containing, refractory panel wise and tonnage wise planning for breaking and application in-line with instruction & format provided by GIPCL. Also, day to day monitoring of area wise balance work as per the format and requirement of material to be indicated.
- Contractor has to make joint protocol with detail report and photo album. Detail report shall indicate the areas of refractory application/repair along with sketches & material specifications. Party has to submit this detail report along with the invoice. This is mandatory; it is to be attached along with invoice for processing.
- **The payment will be done as per actual execution of quantity.**
- 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.
- Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per site requirement.

Disposal of removed / scrapped refractory:

Handling, re-handling and disposal of removed/scrapped refractory material shall be in bidder's scope. Removed/scrapped refractory shall be disposed as per following procedure.

- Shifting of dismantled refractory scrap from boiler area to ground floor & then at temporary scrap yard area marked by EIC. From temporary scrap yard it is to be shifted to scrap yard area as per instructions of EIC. Scrap yard area will be shown by EIC, which will be within the radius of 12 km from plant area. Removed refractory material

shall be completely disposed-off within three days after completion of works. 5% of the application amount will be held unit wise till site is cleared.

- Only refractory grog shall be disposed to the designated space shown by GIPCL. The refractory packaging and handling material like plastic bags, polyethene, jumbo bags etc. shall be removed from dry or wet refractory wastage (to be cleaned if required) and shall be segregated separately in order to recycle / further usage. Also, metallic parts from the refractory wastage shall be taken out inside the plant and segregated before disposing at designate place. Disposing of plastic bags, polythene material, jumbo bags, metal parts etc. shall not be allowed to final disposal area along with scrapped refractory material.
- Also, reshuffling of scrap at disposal site by JCB or any other means shall be done for proper positioning/levelling etc. at designated site.
- Transportation of scrapped refractory material, unloading, positioning, leveling etc. shall be bidder's scope including arrangement of tractors / trucks, dumpers, JCB etc. as per requirement/instruction from EIC.

➤ **SCOPE OF CONTRACTOR:**

- Storing of supplied material at GIPCL - Party has to depute their authorized representative for storing of supplied material. GIPCL will give space for storing of material. Party has to arrange stacking of material at warehouse. Party shall furnish day-to-day material conciliation report.
- Mobilization of manpower and other resources as mentioned in detailed scope of work. Party shall also mobilize additional manpower within short notice, if required.
- Scaffolding material required for both cyclones & other area shall be in sufficient quantity to meet requirement of the job in respective area.
- Winch machine for lifting material from ground floor to various floor. GIPCL will not provide any lift/crane/hoist for this purpose.
- All required breaker Machines (Minimum 15 nos / boiler.), Welding machine (Minimum 04 to 05 nos.), lighting arrangement.
- Anchor welding in plates, fins & tubes in pressure part area.
- Qualified welders for welding in plates & fins area and IBR welder for welding on tubes in pressure part area.
- Welding rod for anchor welding.
- All required mixer machine/gunning machine/vibrator/Brick cutting machine etc. for completing the work (Mixture machine minimum 04 Nos./boiler & Vibrator machine with needle – Minimum 07 to 09 Nos./boiler).
- All shuttering material for casting, empty barrel for water storage, Ice to maintain water temperature, weight measurement equipment, pH, turbidity and temperature measurement equipment.
- All dry-out equipment such as fuel tank, oil pump, piping/oil hoses, burners (minimum 5 nos. / Boiler), blowers etc. any other items required to complete dry-out. In case of sub-letting the dry out work to other party, bidder has to submit the dry out vendor details for scrutiny and approval to GIPCL.
- Any other material and machines required for complete refractory application and dry-out of refractory.
- Separate pump with flexible pipe required for water shifting from boiler zero meter to the work place.

➤ **GUARANTEE PERIOD FOR PART A AND B.**

Guarantee period shall **be two year** from the date of completion of work and handing over of the system after dry-out. Any defect arising during guarantee period shall be attended by party

with their own material, manpower, tools & tackles free of cost on the opportunity shutdown of the unit.

➤ **TIME SCHEDULE FOR PART B**

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'. Contractor has to complete the each activity as per time schedule given by the E-I-C.

- **Effective date of contract:** From the date of Work Order.
- **Contract period:** 1 year.
- **Time schedule for completion of job is as below:**
 - For Unit-1, 2, 3 & 4 – AOH schedule will remain for the period of 15 to 35 days for each unit depending upon work planned during respective AOH. However, shutdown period shall vary based on boiler condition and time permitted by GIPCL management.
 - Bidder shall complete refractory related work on or before prescribed time as per following:
 - i. 15 to 18 days including dry-out for refractory work up to 100 MT.
 - ii. 19 to 22 days including dry-out for refractory work above 100 MT and up to 150 MT.
 - iii. 23 to 26 days including dry-out for refractory work above 150 MT and up to 200 MT.
 - iv. 27 to 30 days including dry-out for refractory work above 200 MT and up to 250 MT.
 - v. 30 to 32 days including dry-out for refractory work above 250 MT.
 - vi. Any delay beyond maximum stipulated time mentioned above, penalty shall be applicable as per Liquidated Damages (LD) – Clause No. 17 (Section-A) of this tender
 - Bidder shall be in position to mobilize sufficient resources and tools & tackles according to quantum of so that work shall be completed in time bound period in both the Units in parallel without causing any delay.
 - Before shutdown, party shall supply the material at site in time within 07 days' time from the date of intimation for supply.
 - After starting refractory work at site, party shall ensure timely assessment of material requirement every day and inform to Engineer in charge (E-I-C) well in advance for material requirement. Party shall supply material in minimum possible time after intimation from GIPCL.
- The work of pre shutdown is excluded from this time schedule.
- The contractor has to deploy separate groups for working parallel in different area of boilers.
- The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'. The entire works (except the pre shutdown activity) as specified in scope of work shall be completed as above.
- The work shall be carried out continuously round the clock with 2x12 hours shift working. Separate gangs shall be engaged in each shift without engaging the same manpower.
- Any delay in supply of refractory material or execution of refractory application work, penalty shall be levied as per Liquidated Damages (LD) – Clause No. 17 (Section-A) of this tender.
- In case of delay in executing the contract by contractor, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% overhead charges & the same will be recovered from the Contractor's bill.

- The said work shall be carried out in Unit 1, 2, 3 & 4 boiler during annual overhaul planned tentatively in the month of **May - 2025 to Jan - 2026**.
- However, Unit Shutdown period may be differed or cancelled due to various reasons and GIPCL shall not give any assurance for quantity of supply and application. Payment shall be made as per actual quantity of execution.

➤ **MOBILIZATION PERIOD FOR PART B.**

- (i) GIPCL will give seven (7) days advance notice for mobilization of resources to site. Contractor shall mobilize sufficient manpower and machine with necessary tools & tackles within the time to site. Contractor shall mobilize minimum 20 manpower at least 3 days before the date of Unit shutdown for initiating pre-shutdown activities. GIPCL will give written intimation 7 days in advance (i.e. 10 days before the date of shutdown) for pre-shutdown activities. In case of delay beyond 7 days of OR mobilization of less than 20 manpower, **Rs. 20000/- per day** as penalty shall be levied in the respective Units' application RA Bill.

➤ **FACILITIES TO BE PROVIDED BY GIPCL FOR PART A & B**

The Company shall provide the following facilities to the Contractor at the site:

- Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available. **Bidder has to arrange accommodation for their manpower on their own outside plant premises.**
- Workshop facility as available at site only.
- Place for site office shall be provided at site.
- Hydra and Tractor will be provided for lifting/shifting for transfer of the heavy items subject to availability and on chargeable basis only.
- Canteen facilities shall be provided on chargeable basis as per company policy.
- Space for storing of supplied material.
- Manpower for unloading of supplied material at GIPCL ware house/site

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

The contractor shall provide necessary facilities including accommodation of their labour at their cost. The following items / services to be provided by GIPCL free of cost:

- Anchors,
- Ceramic blankets/ wool / ceramic paper,
- Fire clay bricks/ Insulating bricks,
- SS Fibre,
- Fuel for dry out.

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

GIPCL shall also conduct an orientation programme appraising the workmen regarding the safety norms and measures to be observed during work operations at the plant site.

- 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 site requirement & not to be construed as maximum or guaranteed quantity.

The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.

- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

3. GENERAL INSTRUCTIONS

- 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 must visit site and 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 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 consortium/joint deed of undertaking of company, the Consortium leader/Bidder 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 VISIT

It is prerequisite and necessary for all interested bidders to visit the site/plant after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account. The bidders shall examine the site of works and its surroundings at his own responsibility. The bidders shall collect information 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 bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that might affect the carrying out the works expressly mentioned or works which may have to be carried out to fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

The submission of tender by a contractor implies that he has visited the site and 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, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, labour, etc. Contractor has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.

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 and associated risks, 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. Bidder to fill details of all required eligibility criteria in Annexure-I.

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

- 5.1 Bidder should possess minimum **Three years** of experience **during last five years** ending last day of the month previous to the one in which tender is invited **in Supply and application of Refractory material on the basis of AOH/ARC/Project contract of 90 MW and above capacity CFBC for lignite or coal fired units OR Bidder should have executed the Supply and Application of Refractory materials in past at GIPCL-SLPP site and performance of the same found satisfactory** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
- 5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last **five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

Bidder should have executed minimum (for Supply and application both, either singly or in aggregate)

One similar completed/executed work each costing not less than the amount equal to Rs.214 lakhs. (without GST)

OR

Two similar completed/executed works each costing not less than the amount equal to Rs. 143 lakhs. (without GST)

OR

Three similar completed/executed works each costing not less than the amount equal to Rs.107 lakhs. (without GST)

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

- 5.3 Tender fee: The tender fee shall be accompanied in form of RTGS/Online mode only as described in subsequent clause no. 7.
- 5.4 EMD: The EMD shall be accompanied in the form of DD/RTGS or Bank Guarantee given by Bank as described in subsequent clause no. 7.
- 5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.6 In case of those Bidders, who are having only manufacturing back ground or application back ground of refractory at least for last three years, they should have joint venture arrangement with applicator in case of manufacturer visa versa. Joint venture arrangement shall be furnished on stamp paper of Rs. 100.
- 5.7 Sub letting of work is subject to approval of GIPCL. In case of subletting the contract, contractor should furnish minimum four resourceful vendor list for approval

- 5.8 Bidder should give guarantee for their material quality and application quality jointly in line with tender document conditions.
- 5.9 Bidder should be capable to supply refractory as per the technical data sheet Annexure-J. Submit the Annexure-J duly filled with signature and sign with supporting documents, indicating manufacturer name and address.
- 5.10 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. 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 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.
- 5.11 Bidder should have average annual turnover of **Rs. 127 lakhs** during last three financial years i.e. FY 2023-24, FY 2022-23 & FY 2021-22. Bidder shall furnish annual audited financial statement duly certified by/from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

- 5.12 The Bidder has to submit Income Tax Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.
- 5.13 The net worth of the bidder should be positive as evidenced from audited accounts of last financial year (i.e. FY 2023-24).
- 5.14 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.
- 5.15 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party 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 in Section-F attached.
- 5.16 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure-F in Section-F attached.
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder /

Contractor, if any or otherwise through any other recourse available under the Laws

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

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

- 7.1 An EMD of **Rs. 2,68,000/- (Rupees Two Lakh Sixty-Eight Thousand Only)** and Non-refundable Tender fee **Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only)** shall accompany with Bid. Tender fee shall be submitted through RTGS / Online mode of payment only to Gujarat Industries Power Co. Ltd. (account details as specified below).
- 7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank such as All Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank and AU Small Finance Bank. Proforma of BG enclosed with this e-tender.

Alternatively, The EMD & Tender Fee may also be submitted through RTGS/online mode of payment by the bidders as per the details given below:-

BANK NAME: State Bank of India
BRANCH: Nani Naroli
IFSC CODE: SBIN0013423
BENEFICIARY NAME: Gujarat Industries Power Company Limited
A/C No.: 33514692834

- 7.3 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.
- 7.4 The EMD of the successful Bidder will be returned after payment of Security Deposit by successful Bidder.
- 7.5 The EMD will be refunded to the unsuccessful Bidder as soon as the Tender is finalized and after award of Lol / Work Order.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender Fees and EMD should be submitted in physical form directly to GIPCL.
- 7.7 No interest shall be payable on EMD.
- 7.8 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.

SCHEDULE OF EMD & TENDER FEES

EMD & Tender fee and other documents duly signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: AGM – O&M (SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
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8. SUBMISSION OF BIDS

A. MODE OF SUBMISSION

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

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

(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. Qualification and experience of Site In-charge.
2. Schedule of deviation (Annexure-G) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers.

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

1. The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document.
3. Material Specification data sheet (Annexure-J) it should be filled against all parameters-Mandatory
4. Field quality plan -To be followed at site-mandatory Annexure-A1 & A2-Witness by your QC engineer and submit for acceptance.
5. Performance certificate issued by clients.
6. Previous work order copies.
7. Details of present work order (if any)
8. Average annual turnover 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.
9. P.F Number and Allotment Letter.
10. PAN Number.
11. Goods & Service tax registration number/certificate copy.
12. Labour Licence and W.C. policy copies of previous order.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through (n)Procure portal <https://gipcl.nprocure.com>

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

2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
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 consortium/joint deed of undertaking of company/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney 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 authorised 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 initialled by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
- b. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary. The Bidder will

not be permitted to change the price or substance of the Bid after the Bid has been opened.

11. EFFECT AND VALIDITY OF THE BID

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

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

- 13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.

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

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

14. RIGHT OF REJECTION OF TENDERS

- 14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 14.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

15. AWARD OF CONTRACT

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

- 16.1 The contract will be for a period of 01 years from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').
- 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.

17. LIQUIDATED DAMAGES

- a. In the event of contractor fails to supply the refractory materials as indicated in the scope of work, penalty @ 0.5% of the respective supply bill for each day delayed beyond the time schedule will be deducted from the contractor's bills.
- b. In the event of contractor fails to complete the entire job as indicated in the scope of work, penalty @ 0.5% of the application work bill per each boiler annual shutdown for

each day delayed beyond the time schedule will be deducted from the contractor's bills. **LD shall be levied separately for each boiler.**

c. However, the total amount of penalty and LD will not exceed 10% of the contract value.

d. CROSS FALL BREACH CLAUSE:

Notwithstanding the execution of Contract for Supply of refractory material and Contract for Application / Repair of refractory during annual overhaul of unit 1, 2, 3 & 4 Boilers, Bidder shall be solely responsible for successful completion of the entire work covered in these contracts and performance of the systems as per the Contracts and accordingly the overall responsibility for the successful completion shall rest with bidder. It is expressly understood and agreed by bidder that any breach under any one of these contracts shall automatically be deemed as a breach under all the other contracts and vice-versa. Any breach or occurrence giving GIPCL the right to terminate any one contract and / or recover damages there under shall also give GIPCL the right, at their sole discretion, to terminate the other contracts and / or recover damages and / or get the work done under the breached contracts from alternate sources at bidder's costs and responsibilities. However, any such breach in any one of these contracts shall not automatically relieve bidder of any of their obligations under the other contracts.

18. ASSIGNMENT AND SUB-LETTING

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

19. CONTRACTOR'S OBLIGATIONS

A. DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labour 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.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like helmets, masks, gum boots, a uniform (Minimum 03 pairs for AMC/ARC) and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued by contractor:
 - a) Safety shoes
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves

- (vi) Contractor shall nominate /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.
- (vii) 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 co-ordination 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.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) 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.
- (x) **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 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.**
- (xi) 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.
- (xii) 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 to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding machine, scaffolding materials, lifting tools, winch machine, grinding machine, breaker machine, mixture machine, vibrator machine, brick cutting machine, ply wood, ply wood and wood cutting machine, welding electrode, bituminous paint, wire brushes, Water pump with flexible pipes, piping material for dry out etc. would be in the scope of the contractor. The welding electrode should be of approved make i.e. Advani, Oerlikon, ESAB, D&H and L&T.

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) Provision of scaffolding material for maintenance work will be in the scope of the contractor. The scaffolding shall be with pipe, clamps and metallic jallies.

- (iii) The Contractor shall be required to shift spares, material 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 fails due to improper material or intermixing the cost of such damages shall be recovered from contractor's bills. It is the responsibility of contractor to keep various materials separately to avoid intermixing. The failure/defects of equipment due to improper method of work, equipment assembly due to contractor negligence, and the losses will be recovered from contractor's bills.
- (iv) 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.
- (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) 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 materials like refractory Castable, bricks, anchor etc., cotton waste, waste oil, tools and tackles are removed from the site immediately 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 on chargeable basis. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Contractor's cost with penalty and it will be deducted in the bill.
- (viii) It is the responsibility of site in charge to segregate and remove the scrap from site. Work will be certified by E-I/C only after removal of scrap to the scrap yard.
- (ix) If any equipment or part are found damaged due to negligence / fault of contractor, the cost of such damages shall be recovered from the contractor bill.
- (x) The decision of the Engineer in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- (xi) Inspection of work will be done by engineer in charge or his authorized representative, if the work is not found satisfactory, engineers in charge reserves the right to take suitable action.

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

21. TIME SCHEDULE

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

22. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

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.

SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No.	Description
1.	Tender documents are available only in electronic format and same can be downloaded from the website https://www.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com
2.	Price bid should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.
3.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
4.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Info tower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvfc.net, website: www.nprocure.com

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.

REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- 3) Duration for the e-Reverse Auction shall be informed to the qualified Bidders before start of e-Reverse Auction. The Rates quoted by L1 Bidder shall be put up for starting e-Reverse Auction. **E-Reverse auction shall be for reducing the overall cost for execution of work as mentioned in the price schedule and the bidders shall have to reduce overall cost in a segment of Rs 1,00,000/- during e-reverse auction.** The total decrement value of L1 bidder shall be proportionally deducted from base

price of items to arrive final item rates. Date & timing for e-reverse auction shall be intimated by GIPCL to all concerned bidders.

- 4) After e-Reverse Auction process, L1 Bidder shall be decided on the lowest **Total Contract Price for execution of work** for entire scope of work i.e. supply of refractory material and application/ repair of Refractory work in 4 x 125 MW CFBC boilers. During e-reverse auction prorata reduction shall be considered in all the items of both supply and application part in price schedule.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvc.net

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

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish an Irrevocable Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount **at ten percent (10%) of the “Annual Contract Price without tax”** from any bank specified here in tender. The format attached in **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 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 **3 year and 4 months, i.e. Contract period 1 year + Guarantee Period 2 months + 4 months claim period**. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

In case the contractor has not furnished security deposit neither by way of the required PBG nor by way of the required demand draft, 10% amount inclusive of taxes, GST, etc. shall be kept as security deposit towards performance of the work executed from invoice/RA bills, and the same will be released after 4 months of completion of said guarantee period.

Please find the list of Banks for Security Deposit (SD) / Bank Guarantee (BG) / EMD: -

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank
- AU Small Finance Bank

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

2. PENALTY AND RECOVERY CLAUSE

- (ii) 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 plus applicable GST as per extant GST laws. Recovery will be affected from the monthly bills and/or retention money/security deposit.

- (iii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Contractor along with 10% overhead charges plus applicable GST as per extant GST laws and the Contractor shall be liable for payment of any differential amount in the contract price.
- (iv) 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 recover the relevant charges of refractory material supply and application including excess wastage of materials OR GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% plus applicable GST as per extant GST laws additional overhead charges of GIPCL.
- (v) Contractor shall mobilize minimum 20 manpower at least 3 days before the date of Unit shutdown for initiating pre-shutdown activities. GIPCL will give written intimation 7 days in advance (i.e. 10 days before the date of shutdown) for pre-shutdown activities. In case of delay beyond 7 days of OR mobilization of less than 20 manpower, **Rs. 20000/- per day** as penalty shall be levied in the respective Units' application RA Bill.
- (vi) The work shall not be allowed without deploying **Supervisor/Site In-charge/Store Keeper** and a penalty equal to **Rs. 2,000/- per day** absent of **Supervisor/Site In-charge/Store Keeper** shall be levied from Contractor.
- (vii) In absence of Safety supervisor, a penalty equal to **Rs. 1,000/- per day** absent of safety supervisor shall be levied from Contractor.
- (viii) Any damage caused to the equipment or machinery on account of the negligence on the part of the Contractor or due to any other reasons attributable to the Contractor, shall be recovered by the Owner/GIPCL from the Contractor.
- (ix) The ascertainment of the cause of the damage shall be done by the AGM (O&M)-SLPP and his decision in this regard shall be final & binding to the contractor.
- (x) The decision of the Engineer-In-Charge as regard the amount of damages to be recovered from the Contractor shall be final.
- (xi) The aforesaid amounts of penalty and damages shall be recoverable from the monthly bills of the Contractor or the SD. If the amount of damages recoverable from the Contractor exceeds the bills and SD amount, then the Contractor shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Contractor for the same.

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) etc then GIPCL has right to terminate the contract at any time by giving you 15 days advance notice without assigning any reason and will make the alternate arrangement at 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 (Amendment) Act-2019, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat 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 Baroda/Surat Jurisdiction (As per Work Location) 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 labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen 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 or future applicable to the contractor from time to time for performing the contract job.
 - 2.1. The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 2.2. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 2.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn. Dept.
 - 2.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 2.7. 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.
 - 2.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 2.9. 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 Workmen's Compensation Act, 1923.
 - 2.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the

Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.

- 2.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his 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 labour laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15. The contractor shall conduct pre-induction and periodic medical check-up of his workmen as per applicable laws.
- 2.16. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labour laws of Government and other statutory laws as applicable.
- 2.17. The contractor should register himself under the Contract Labour 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 Labour 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.
- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19. 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 Labour 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.
- 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22. 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.
- 2.23. 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.

2.24. **Annual Health Check Up:** As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department.

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, Labour 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 works area will be provided by GIPCL. However, 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.

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.

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 Dept. Safety Dept. 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 Dept. Security Dept. will inform to Safety Dept., 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 Dept. Safety Dept 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. Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as:-

Helmet:

Sr. No.	Model	Company	Specifications
01	Tough Hat, HP-TH	Sure Safety	IS: 2925 – 1984, ANSI / ISEA Z89.1-2009
02	V-Gard	MSA	
03	PN 521 - Shelmet	Karam	

Safety shoes:

Sr. No.	Model	Company	Specifications
01	Acme Fabrik Plast	SSTEELE (Strom) - Double Density	IS: 15298 – 2011
02	Co.	TRIMAX (Adjacent) - Double Density	
03	Favourite Safety	Waves Nile D/D	
04	Products	FSP Nile DD	

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately. PPEs shall be available for all the persons and all the persons shall be using the same always.
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. All lifting tools & tackles and equipments shall be tested as per statutory requirements and valid test certificates are available. Winches, hoists and cranes shall be operated by experienced persons only.
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. All scaffolding pipes, clamps, jallies and associated parts shall be in good condition and safe for usage.
14. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O₂ cylinder. All gas cutting sets shall be equipped with flash back arresters at both end of the hose pipe of DA and oxygen. All gas cylinders heads are covered with caps and the same shall be required for handling the cylinders 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.
15. All grinding and cutting machines are equipped with guard.
16. 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.
17. All electrical equipment shall be in good condition, safe for usage 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 months at least and report to be submitted to concerned HOD and safety depts.
18. All welding machines, hand lamp, grinding machine, extension boards etc. are fitted with ELCB or RCCB and in working condition to prevent electrical shock. ELCB / RCCB shall be provided with rating of 9-30 milli amperes on welding machines and all portable power tools and ELCB/RCCB shall be checked regularly.
19. 24V AC lighting to be used for portable lighting / hand lamp.
20. Extension boards shall be standard industrial boards with male / female sockets.
21. All cables, wires shall be in good conditions and without joints and cut marks and shall be terminated with plugs and applicable insert pins.
22. Electrical related work shall be carried out through qualified & experienced electrician only.
23. 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.
24. 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.
25. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
26. No loose connection / joints allowed in electrical cables during performance of any kind of job.
27. Safety shoes to be issued to female employees also.
28. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
29. 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.

30. Qualified and experienced safety supervisor and electricians, as applicable, shall be available round the clock.
31. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
32. 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 belts, gloves etc.	Rs. 100/- per instance.
B	WI Related	Failure to adhere to HSE guidelines / plans, careless attitude in material handling, Machine being used with damaged machine guard unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidences, per incidence Rs. 2,500/- • Continuous unsafe acts will disqualify the Contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters.	
		Working without permit 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.	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times	<ul style="list-style-type: none"> • Suspend the entry gate pass for one week. • After two suspensions his gate pass will be cancelled.

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. 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.

17. GENERAL TERMS AND CONDITIONS

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc. to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute location wise full time independent experienced site-in-charge and two nos. of independent site supervisors at site (Defined by user department in respective tender). They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also 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.
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labour license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- i. Contractor shall mobilize the resources as per need within the period of twenty four hours. If the contractor fails to mobilize sufficient resources to complete the job in time,

GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.

- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- l. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes& safety helmets, standard dust masks, safety goggles, etc. as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- o. The contractor 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.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. 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.
- s. 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.
- t. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.
- u. All laws, rules, regulations, notifications, etc. stated in this tender document, as amended from time to time shall be applicable. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly.

18. CONTRACTOR'S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handling 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 Contractor'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 Contractor'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 Contractor. The representative of the Contractor shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.

Apart from the site in charge & safety supervisor, contractor shall depute at least 3 work supervisors + 1 quality supervisors + 1 store keeper per shift per boiler.

The work shall not be allowed without deploying **Supervisor/Site In-charge/Store Keeper** and a penalty equal to **Rs. 2,000/- per day** absent of **Supervisor/Site In-charge/Store Keeper** shall be levied from Contractor.

None of the Contractor's Superintendents, engineers, supervisors or labour 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 Contractor 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 Contractor to remove any person employed by the Contractor 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 Contractor 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 CONTRACTOR 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 CONTRACTOR 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 off 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. The Company shall provide the following facilities to the Contractor at the site:
- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
 - b. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available. **Bidder has to arrange accommodation for their manpower on their own outside plant premises.**
 - c. Workshop facility as available at site only. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
 - d. Place for site office shall be provided at site.
 - e. Hydra and Tractor will be provided for lifting/shifting for transfer of the heavy items subject to availability and chargeable basis only.
 - f. Canteen facilities shall be provided on chargeable basis as per company policy.
 - g. First aid facilities as available on chargeable basis.
 - h. Manpower for unloading of supply material at GIPCL ware house/site.

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

The contractor shall provide necessary facilities including accommodation of their labour at their cost.

- B. GIPCL shall also conduct an orientation program appraising the workmen regarding the safety norms and measures to be observed during work operations at the plant site.

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 measurements 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 measurements shall be clearly written indicating date of measurement, location, reference to 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. PUBLIC HOLIDAYS

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

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

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 1 Lac to all his workmen/labour 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.

24. 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.

25. 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.

26. GOVERNING LAW AND JURISDICTION

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

27. 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. FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty four hours notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 10% overhead charges. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

2. SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like cloth, cotton waste, kerosene, gas, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
5. The contractor has to arrange all equipment, vehicles, machinery for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer In-charge, to obtain day to day location wise work permits, to get daily location wise work supervision, to record location wise joint work done reports/measurements, to prepare unit wise separate bills, to prepare & apply location wise manpower gate pass, to maintain location wise statutory & legal compliance records, etc.

3. TO REMEDY DEFECTIVE WORK

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the Contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the Engineer/GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

The Contractor shall remain liable under the provisions of this clause notwithstanding the passing by the GIPCL of any certificate, final or otherwise or the passing of any accounts.

4. DAILY DIARY AND PROGRESS REPORT

A daily diary register will be kept in the Engineer's office. The Contractor will submit detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the Engineer and the Contractor's representatives, every day in token of its correctness. A

works instruction book, serially numbered will also be kept in the Engineer's office and all day to day instructions will be given in that book. The Contractor's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The Contractor shall provide all information regarding procurement of materials and progress of work, as is required by the Engineer for compiling the weekly progress reports. This information shall be provided by contractor at 9:00 hours every Monday, for the preceding week.

5. PRICE & RATES

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc. and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc.

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

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

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

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

6. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the invoice in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

1) FOR SUPPLY OF REFRACTORY MATERIAL

- (i) 100 % payment within 30 days from the date of receipt of material & invoice along with test certificate of material on pro rata basis.

2) FOR APPLICATION/REPAIR OF REFRACTORY

The contractor shall raise the invoice in duplicate after completion of job and the payment of the same shall be made within 21 days thereafter as per the following terms of payment

- (i) **80% payment** against the work executed duly certified by GIPCL E-I-C and on submission of joint protocol with quantity of applied material and material reconciliation report. Payment shall be made unit wise. However, 5% of the application amount will be held unit wise till scrap is not disposed and site is not cleared in all respect.
- (ii) **Balance 20% payment** will be released after submission of detailed refractory application report along with photo album (before and after) and test reports of refractory samples.
- (iii) In case of non-compliance of Labour laws, payment of wages act, Legal requirements and pending payment of any availed services for execution of job, GIPCL shall have right to withheld the applicable bill amount, till compliance or resolution of the matter.
- (iv) Security deposit at 10% of Annual contract value excluding GST shall be submitted as per Clause no.: 1 of Section-C.
- (v) GST shall be paid along with bills after fulfilment of following terms:
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the Goods and service Tax Registration no. and the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The vendor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self certified authentic third party evidence (www.cbic-gst.gov.in) shall be adduced, one time, to that effect by the vendor.
- (vi) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (vii) The Contractor shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of four months.
- (viii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.
- (ix) Contractor shall submit each RA bill of work carried out along with following documents:

- a. Copy of statutory compliance like labour license, WC Policy etc. pertaining to respective bill period
- b. Notarized Indemnity Bond as per Proforma, in case of Final bill.
- c. No claim - No arbitration certificate and indemnity bond regarding statutory compliances (as per attached Annexure/Proforma) shall be submitted along with final bill.

B. Validity and Uniformity of Rates

The rates shall be valid and shall remain unaltered during the one-year Contract Period and for any agreed extensions thereof.

7. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE

Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:-

- (i) **Measurement sheet along with joint record of work done in the form of joint inspection report/protocol** duly signed by authorized representative of contractor and GIPCL Engineer.

The bill will not be entertained without submission of above documents.

8. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit each RA bill of work carried out along with following documents.

- a. Copy of statutory compliance like labour license, WC Policy for total mobilized persons etc. pertaining to respective bill period.

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

9. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 7 days from the time the intimation given by GIPCL.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

10. QUANTITY OF WORK

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

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

11. GENERAL CONDITIONS OF CONTRACT

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

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

SECTION-E

Price Schedule for Supply and Application/repair of refractory materials

Sr. No.	Description of Material	Unit	Total estimated quantity in MT	Unit Rate in Rs.	Total Estimated rate in Rs.
1	LC 90 Castable	MT	119	To be entered by bidder	System calculation
2	LC 60 Castable	MT	141	To be entered by bidder	System calculation
3	LC-45 Castable	MT	137	To be entered by bidder	System calculation
4	Insulite 11 LiZ	MT	137	To be entered by bidder	System calculation
5	Freight charges	MT	534	To be entered by bidder	System calculation
6	Price for Refractory removal and application works as per MT rate basis. (Casting)	MT	499	To be entered by bidder	System calculation
7	Price for Cyclone/COD Brick removal and application works as per MT rate basis inclusive of removing / application of ceramic wool and hysil block	MT	90	To be entered by bidder	System calculation
8	Lump sum price for Refractory dry out	Nos.	3	To be entered by bidder	System calculation
9	Sub Total (Sr. No. 1 to 8)				System calculation
10	GST @18% on Sr. No. 9				System calculation
11	Total amount (Sr. No. 9+10) for Supply & Application work				System calculation

All taxes as applicable shall be paid extra at actual as per prevailing rates as declared by Central Government.

Note:

- Price Bid shall be submitted in soft form only through n-procure system.
- Material should be supplied as per the specification attached
- Test certificates required for each batch item.
- Prices shall be firm and valid for one year. Supply price should be FOR at site inclusive of freight and insurance. Bidder to indicate freight charges & insurance / MT and in above price bid.
- IGST shall be indicated separately as above.
- Bid validity shall be kept for 180 days from the date of offer.
- Quantity is indicative and it may vary as per site requirement.
- Quantity mentioned shall be applied to any unit of the SLPP (Unit-1,2,3 and 4)

- Above Price & rates shall include cost of all consumables (except free issue materials by GIPCL) labour, supervision, tools and tackles, transport etc. and such other cost are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work.
- For Sr. No. 8 the payment shall be made on lump sum basis.
- For Sr. No. 6 & 7 payment shall be made as per actual execution of work.
- Contractor has to arrange lodging & boarding facilities to their supervisors, technician & labours on their own. GIPCL will not provide above facility.
- For Sr. No. 6 & 7 mobilization of Manpower and tools tackles as well as equipments is inclusive in to account in application of castable refractory and bricks work and party shall quote accordingly.
- Quantity is indicative and it may vary as per site requirement.
- Quantity mentioned shall be applied to any unit of the SLPP (Unit-1,2,3 and 4)

Estimated quantity of various items may vary during contract execution, but the overall contract value will be considered for billing purpose. If estimated quantity in any part/item or activity exceeds during contract execution, than contract value of other parts/items or activities will be utilised without exceeding the total contract value.

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 whereas 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 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. This 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 effect 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 _____
Corporate Seal of the Bank

_____ Bank
By its constitutional
Attorney Signature of
duly authorized person
On behalf of the Bank
With Seal & Signature code

3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____ Date: _____

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression 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 the 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 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 and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the 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 conditions contained in the said tender or failure to 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 notwithstanding 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.
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 _____
Corporate Seal of the Bank

_____ Bank
By its constitutional Attorney
Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

4.0 ANNEXURE-D

CERTIFICATE

(No claim, No arbitration on letter head)

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

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ dated _____

We hereby confirm with free consent as under:

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

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

For, M/s. _____
Signature, Stamp and date

[On Rs.300/- Non Judicial Stamp paper with notary]
(To be submitted along with final bill)

INDEMNITY BOND

We, M/s..... having registered office at..... thereby solemnly state, declare and represent: THAT we have been entrusted a jobfor year..... i.e. fromtovide Work order No:.....Dated..... on contract basis by M/s Gujarat Industries Power Company Limited for it's Surat Lignite Power Plant at Village Nani-Naroli, Taluka Mangrol, Dist. Surat and we have undertaken the said work and have completed the same at GIPCL site duringto period.

THAT we are fully aware about the applicability of various Labour Legislation and Rules framed thereunder, to be Contractor & Contract Labours Legislations and Rules framed thereunder, to the Contractor & Contract Labours, which includes (1) The Contract Labour (Regulation & Abolition) Act, 1970. (2) The Employee's Provident Fund & Miscellaneous Provisions Act, 1952. (3) The Minimum Wages Act, 1948. (4) The Payment of Wages Act, 1936. (5) The Employee's Compensation Act,1923. (6) The Payment of Bonus Act.1965. (7) The payment of Gratuity Act, 1972. (8) The Equal Remuneration Act, 1976 etc. to our establishment and Gujarat Industries Power Company Limited.

THAT we have completed the execution of the said contractual job and now our final bill worth **Rs...../-** is pending for payment. We state and declare that we have complied with all related provisions of the laws as applicable to our establishment and/or GIPCL during contractual period. In case any liabilities or responsibilities whatsoever arise in respect of the permanent and/or temporary we shall bear full responsibilities thereof (including that of sub-contractors) and shall meet with the requirement at any point of time, if the disputes is raised either by workman or their union or by way of inspection remarks passed by Govt. Agencies.

THAT in consideration of the aforesaid liabilities due to us and/ or breach of any statutory provisions under any law, if any we hereby agree to indemnify, save keep harmless the company against all recoveries, claims, damages, costs and expenses which may be made against or suffered or incurred by Gujarat Industries Power Company Limited, Baroda/ Nani-Naroli by any reason or consequence of such payment/s and or Liability/ies.

Name, Signature & Seal of Proprietor/Owner

Place:
Date:

5.0 ANNEXURE-E

List of qualifying staff to be submitted with physical documents

Sr. No.	Name of Supervisor	Qualification	Experience

Contractor / Authorized Representative's
Signature, Company's / Organization's Seal & Date

6.0 ANNEXURE-F

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

I _____ 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.

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

7.0 ANNEXURE-G

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

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

Sr. No.	SECTION	CLAUSE No.	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from OWNER’s Tender 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 Tender Document, then the latter shall govern and will be binding on the BIDDER for quoted price

Company’s Seal

Signature

Name

Designation

Company

Date

8.0 ANNEXURE-H

PARTICULARS OF THE BIDDER

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
3.	Contact Details: Contact Person Name Telephone No.: Mobile No.:	
4.	Year of establishment PAN No. GST No	

9.0 ANNEXURE-I

Eligibility criteria for Refractory Material Supply and application*

(*An excel format is attached along with the Tender document on (n)procure portal. Bidder to submit the same with duly filled data along with physical bid)

Sr. No.	Eligibility Criteria [in line with clause-4]	Year	Rs. In Lacs	Details	Supporting Documents attached
1	Bidder should possess minimum three years of experience during last five years in Supply and application of Refractory material on the basis of AOH/ARC/Project contract of 90 MW and above capacity CFBC for lignite or coal fired units. Proof to be attached. OR Bidder should have executed the Supply and application of Refractory materials in past at GIPCL-SLPP site and performance of the same found satisfactory.				
2	Bidder should produce evidence of having experience of successfully completed identical works as defined hereunder during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. along with certified copies of documentary evidence preferably photo copies of work experience from the clients. The experience should be either of the following: Bidder should have executed minimum (for Supply and application both) A. One similar completed work each costing not less than the amount equal to Rs. 214 Lakh <u>OR</u> B. Two similar completed work each costing not less than the amount equal to Rs. 143 Lakh <u>OR</u> C. Three similar completed work each costing not less than the amount equal to Rs. 107 Lakh Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients				
3	Bidder should have average annual turnover of i.e. Rs. 127 Lakh for last three financial years.				
4	The net worth of the bidder as on 31.03.2024 should be positive as evidenced from audited accounts.				
5	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.				
6	In case of those Bidders, who are having only manufacturing back ground or application back ground of refractory at least for last three years, they should have joint venture arrangement with applicator in case of manufacturer vice versa. Joint venture arrangement shall be furnished on stamp paper of Rs. 100.				

7	Sub-letting of work is subject to approval of GIPCL. In case of subletting the contract, contractor should furnish minimum four resourceful vendor list for approval				
8	Bidder should give guarantee for their material quality and application quality jointly in line with tender document conditions.				
9	Bidder has to submit satisfactory work completion certificate from the client. Experience as a sub contractor will not be allowed and Price Bid of such Bidders will be rejected.				
10	Bidder should be capable to supply refractory as per the technical data sheet Annexure-J. Submit the Annexure-J duly filled with signature and sign with supporting documents, indicating manufacturer name and address.				
11	Bidder shall enclose valid PF number, P. F. code allotment letter along with labour licenses and W.C. Policy copies of previous orders.				
12	The bidder has to submit PAN Card copy of the firm/Company.				
13	Bidder has to submit GST registration number Bidder has to submit copy of GST registration number. Copy of same should be submitted.				
14	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.				
15	Tender fee: The tender fee shall be accompanied in form of RTGS/NEFT/Online				
16	EMD: To pay EMD in the form of DD or Bank Guarantee given by Bank as described in clause no. 7 of Section-A.				
17	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.				
18	Declaration Cum Undertaking for Safety Laws and Regulations Compliance				
19	Declaration for Contractual Disputes/ Litigations				
20	Attested copies of tender duly signed & seal on each & every page shall be submitted as an acceptance of each clause, terms and conditions of the tender.				
21	Deviation certificate (Annexure-G) duly signed & seal of party.				

ETHICS PACT

GUJARAT INDUSTRIES POWER COMPANY LIMITED

Reference PO Number
Integrity Pact No.:

Date:
Contract Period

To create an environment where Business Confidence is built through best business practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the benefit of stakeholder, society and the nation.

GIPCL'S COMMITMENT	PARTY'S COMMITMENT
To maintain the highest ethical standards in business and professions	Not to bring pressure / recommendation from outside GIPCL to influence its decision.
To ensure maximum transparency to the satisfaction of all stakeholders.	Not to use intimidation, threat, inducement or pressure of any kind on GIPCL or any of its employees.
To fulfil the terms of agreement / contract and to consider objectively the viewpoints of other stakeholders.	To be prompt and reasonable in fulfilling the contract, agreement and legal obligations.
To ensure regular and timely release of payments	To provide goods and / or services timely as per agreed
To ensure that no improper demand is made by employees or by anyone on our behalf.	To maintain the general discipline in our dealings and transactions.
To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and others to enable them to complete the works in time.	To be truthful and honest in furnishing information.
To provide all necessary information to suppliers /contractors relating to contract / job to facilitate them to complete the contract / job successfully in time.	Not to divulge to others any information, business details about GIPCL made available during the course of business relationship without the written consent of GIPCL.
To ensure that no hurdles are caused to vendors / suppliers / contractors in execution of	Not to enter into cartel / understanding whether formal or informal so as to influence the price.

Seal & signature
(GIPCL's Authorized Signatory)

Name:

Designation:

Seal & Signature
(Party's Authorized Signatory)

Name:

Designation