



GUJARAT INDUSTRIES POWER COMPANY LTD.

(SURAT LIGNITE POWER PLANT)

(4 x 125 MW UNITS)

TENDER FOR BIENNIAL RATE CONTRACT (BRC) FOR REPAIR / REPLACEMENT / STRENGTHENING OF STRUCTURES INCLUDING FABRICATION, ERECTION, DISMANTLING AND MISCELLANEOUS STRUCTURAL JOBS (WITHOUT MATERIAL) FOR UNITS-1 TO 4 BOILERS FOR FY 2025-27 AT GIPCL-SLPP NANINAROLI SITE

TENDER NO: SLPP/MECH/BMD/FEB.EREC/2025-27 through (n) Procure.

(n)procure Tender ID: 154832

Tender Due Date: 25.03.2025 up to 17:30 hrs.

ADDRESS:

GUJARAT INDUSTRIES POWER CO. LTD.,
(SURAT LIGNITE POWER PLANT)
AT & POST: NANI NAROLI
TALUKA: MANGROL
DIST: SURAT
PIN: 394 110 (GUJARAT)
PHONE: EPABX (02629) 261063 to 261072
FAX NO: (02629) 261080

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

NOTICE INVITING TENDER (NIT)
TENDER NO. SLPP/MECH/BMD/FEB.EREC/2025-27

**Tender for: BRC of fabrication, erection and dismantling of steel structures
in boilers at GIPCL-SLPP Nani-Naroli site.**

Place of work	Surat Lignite Power Plant, At & Po. Nani Naroli, Taluka Mangrol, Dist. Surat.
Quantity	The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in price schedule.
Period of Contract	Two (2) year.
EMD	Rs. 45,000 /-(Rupees Fifteen thousand only), RTGS / online.
Tender Fee	Rs. 2,950.00 /- (Rupees two thousand nine hundred fifty only) by RTGS / online.
Availability of Tender document	On (n)Procure portal: (www.nprocure.com) and On GIPCL's E-Tender portal: http://etender.gipcl.com/ (for viewing and downloading Tender Document)
Downloading of tender document from websites.	04.03.2025, 8:30 hrs. On website: https://nprocure.com On GIPCL's E-Tender portal: http://gipcl.com/ (for viewing and downloading Tender Document).
Last date of submission of bid/offer	25.03.2025, 17.30 hrs. on website: https://nprocure.com
Submission of EMD and tender documents in physical form at address given below	On or before 25.03.2025 up to 17.00.hrs. at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders

NOTES:

- 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.**
- GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
- The Bidders are required to quote strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
- The Bidders are required to submit their Bids online only through the website <https://gipcl.nprocure.com>
- The supporting documents are to be submitted in physical form only at the following address on or before tender submission due date: -

Addl. General Manager (SLPP)

Gujarat Industries Power Company Limited.
Surat Lignite Power Plant,
At Village: Nani Naroli,
Taluko: Mangrol,
Dist.:Surat-394 110, Gujarat,
Phone: (02629) 261063-72,
Email: bggajjar@gipcl.com.

SECTION-A

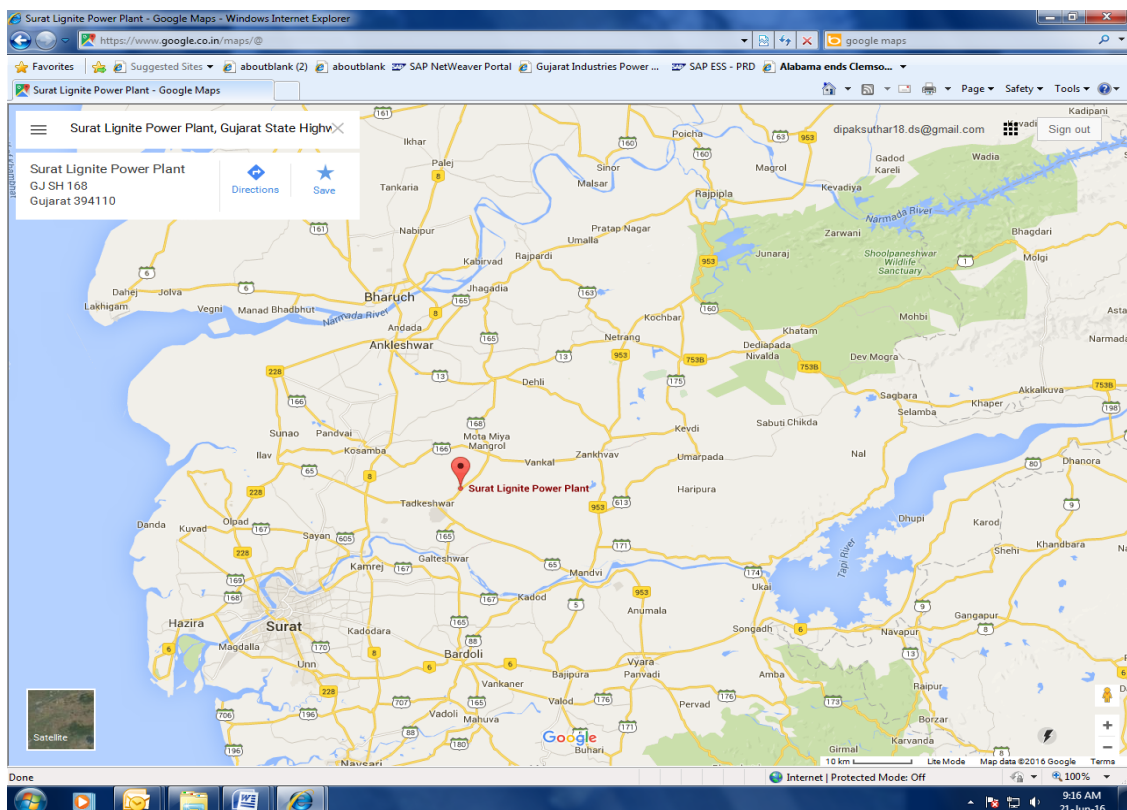
INSTRUCTIONS TO BIDDERS

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 810 MW and 5 MW Solar Power Plant at Baroda & SLPP site. Wind Energy Farm of 112.8 MW installation and commissioning completed, which is situated at various sites in Gujarat. GIPCL has commissioned 1MW Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. 155 MW solar Power Project has been commissioned at charanaka site in Gujarat. Further 100MW solar power is also commissioned at Radhaneshna, Gujarat. Also, 1100 MW solar power plant is under construction and khavada, kutchh.

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

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



The Company intends to award work and is therefore inviting tenders from experienced & resourceful contractors.

2. **GENERAL INSTRUCTIONS**

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.
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. 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.
4. Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization (if applicable) 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.
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.
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.
7. The tender documents shall not be transferable.
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.
9. Conditional offers shall not be considered and liable to be rejected.
10. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
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.
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.
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.
14. If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
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.
16. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.

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.

3. PLANT VISIT

It is perquisite 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 fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

Following points are to be considered for contract: -

- If the workmen deployed at GIPCL is more than 50 on any day during the contract period, the contractor needs to take labour license.
- Above is applicable for both ARC or Temporary job. For temporary job, provision of temporary labour license shall be opted.
- For better clarity, it is advisable to keep separate attendance register for workmen deployed at GIPCL.

4.0 PRE-QUALIFICATION CRITERIA

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

4.1 Bidder should possess minimum **Three years** of experience **out of last five years i.e.** (as per following Cl. No.4.2) in similar nature of jobs like fabrication & erection and dismantling of heavy steel structures, platforms, ducts etc. at critical areas of power boilers and / at various height of boiler structure. Bidder should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly.

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

4.2 Bidder should produce evidence of having experience of successfully completed fabrication & erection and dismantling of steel structures, platforms, duct work as defined hereunder during **three years out of last five years**, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed work order, each costing not less than Rs. 13.44 lakh without GST.**

OR

b. **Two similar completed work orders, each costing not less than Rs. 8.96 lakh without GST.**

OR

c. **Three similar completed work orders, each costing not less than Rs. 6.72 lakh without GST.**

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

- 4.3 Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
- 4.4 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 4.5 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 4.6 Bidder should have annual average turnover of 8 Lakh for last three financial years (2021-22 to 2023-24) and networth of the bidder's company/organization shall be positive. Bidder shall furnish annual audited financial statement and Networth certificates duly certified by Chartered Accountant (a member of ICAI) for the last three financial years i.e. (2021-22 to 2023-24). to demonstrate the financial healthiness of the company. The balance sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

- 4.7 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 4.8 Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 4.9 In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof & 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.

4.10 **ADDITIONAL PRE QUALIFICATION CRITERIA**

- 4.10.1 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. (**Annexure-N, Form attached.**)
- 4.10.2 Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" (**Annexure-M, Form attached.**)

- a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

Above prequalification criteria shall be filled in the excel-sheet attached with tender document separately as Annexure- B. Bidder to upload excel or editable pdf soft copy online. Further, furnish hard copy as indicated in clause no: 6.

5. 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.

6. INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

The bids shall be submitted in two parts viz. **Part 1** – (Techno – commercial Bid without price) and **Part 2** (Price Bid).

Part-1 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:

The following supporting documents shall also be submitted in physical form on or before tender submission due date:

1. The tender documents dully signed in all pages without price bid.
2. Techno-commercial deviations in Annexure-J, if any.
3. EMD and Tender fee as per clause no 4 of General Condition of Contract.
4. Details of Pre-qualification criteria in Annexure- B.
5. Qualification criteria: Proof of experience (i.e. Previous work order copies issued by clients & Work completion certificates) meeting the minimum qualification criteria.
6. Additional qualification criteria: Annexure-M & N.
7. Details of present work order (if any).
8. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
9. P.F Number and Allotment Letter.
10. PAN Number.
11. GST registration number/certificate copy.
12. Annexure-L.

Part-2 Price Bid.

1. Price bid shall be submitted only in soft form through (n)-Procure portal (www.nprocure.com).

Note: **Quoted rates includes cost of all manpower, equipment, vehicles, consumables, tools & tackles, transportation, Safety and statutory compliance, mobilization, Contingency expenditure and supervision charges etc.**

2. Bidder shall have to quote the rates of items individually without tax / GST.
3. All taxes as applicable shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
4. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
5. Points to be considered during quoting online price bid:
Estimated quantities shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications. The method of measurement of completed work for payment shall be in accordance with actual measurement.

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.

1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - <http://etender.gipcl.com/> and <https://gipcl.nprocure.com>.
2. All Bids (technical and 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 online only. Also no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 110, Gujarat.
4. Bidders who wish to participate in this tender will have to procure or 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 at address mentioned below.
5. Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process through e-tendering. In case of any queries related to e-tendering system, Bidder may write/contact at following details:

(n) Code Solutions – A division of GNFC Ltd.
301, GNFC Info tower, Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 79 26857316 / 17 / 18
Fax:+91 79 26857321
E-mail: nprocure@gnvfc.net
www.nprocure.com
Toll Free: 1800-233-1010(Ext. 501,512,517)

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.

E-reverse auction

- 1) E-Reverse Auction shall be conducted through online E-reverse auction platform after opening price bids.
- 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 E-reverse auction platform.
- 3) Lowest landed cost among all the bids shall be base/opening Price for reverse auction. Decremental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on overall lowest landed Contract Price.
- 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.

7. METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e. by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

8. MODIFICATION AND WITHDRAWAL OF BIDS

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

9. POLICY FOR BIDS UNDER CONSIDERATION

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

10. EFFECT AND VALIDITY OF THE BID

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

11. OPENING OF BIDS

11.1 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.

11.2 Preliminary Examination:

11.2.1 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.

11.2.2 Arithmetical errors will be rectified on the following basis:

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

12. EVALUATION & COMPARISON OF BIDS

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.
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.
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.
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.
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.

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

13. RIGHT OF REJECTION OF TENDERS

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

14. AWARD OF CONTRACT

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

14. ASSIGNMENT AND SUB-LETTING

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

16. 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 bqgajjar@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.

17. 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'.

18. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any

part, he shall request in writing for an interpretation/ clarification to the GIPCL or during Pre-Bid meeting.

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

19. PAYMENTS

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

Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates). The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

20. 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.

Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of change in quantity.

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
DETAILED SCOPE OF WORK

1. SCOPE OF WORK FOR FEBRICATION, ERECTION AND DISMANTLING AT SLPP SITE

Bidder's scope:

1. Mobilization of manpower, tools & tackles at SLPP site along with scaffolding materials and all the requirement for fabrication and erection work.
2. Lodging and boarding of contractors manpower.
3. Shifting of materials like plate, beam, angle, channel, sheets, floor gratings from GIPCL ware house to working site.
4. Fabrication and erection of all the required steel structure as per instruction from Engineer In Charge (EIC).
5. All lifting equipment, tools & tackles and electrical equipment, electrical apparatus shall be offered for inspection to GIPCL before starting of use for the job. Any correction, replacement sought during inspection party to carry out the same.
6. Welding Electrode : Specification – as per EWS -6013 (for thickness up to 7mm) and 7018 (for thickness more then 7mm). Acceptable makes – Adore, D&H, EWAC, Adani. Any other welding electrode make or specification shall be subjected to GIPCL approval.
7. Dismantling of structures as per instruction from EIC.
8. Removal of damaged plates before applying new plate, if required.
9. Scaffolding where ever required.
10. All required tools & tackles, consumables for fabrication and erection.
11. Party shall clear the area and deposit the scrap in the scrap yard.
12. Contractor has to take care of all safety aspects during cutting and welding. As per safety guideline of GIPCL and instruction of Engineer in-charge.
13. Operation, to avoid any fire accident/incident. Contactor has to start the work after issuing HOT work permit by concern engineer in charge.
14. The paint shall be applied after proper cleaning of the element by wire brush and cotton wastes. The cleaning to be done to the satisfaction of the Engineer Incharge.
15. Surface preparation and application of paint on erected structural element with one coats of red oxide and two coats of synthetic enamel paint, as guided by Engineer in charge. The paint shall be of make Burger, Nerolac, Asian paint.
16. Supply of paint shall be in the contractor scope. However, special paint shall be provided by GIPCL wherever applicable.
17. All different kinds of Tools and Tackles, Scaffolding, Chain Pulley Blocks, Winch, Ropes, Welding Machine and Welding Electrodes, Cut – Rods, Gas cutting set, Gas-cutting cylinders and other necessary equipment etc. as well as consumables like cleaning agent, cotton waste etc. required for the execution of the job will have to be arranged and managed by contractor on his own.
18. Electric power shall be given free of cost at one point only, further extension of power supply to be arranged by party on their own.
19. Party has to complete the assigned job as per the direction of Engineer in charge and within given time. If required party shall work round the clock.
20. Quantum of job mentioned against all items in the price schedule are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price schedule are approximate quantities for the contract period and they may vary as per job requirements.
21. All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.
22. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc. will be in the scope of the contractor.
23. All safety/PPEs required during work at site are to be arranged by the contractor.
24. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.

25. Contractor has to depute their full time experienced overall site-in-charge and safety supervisor for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge.

GIPCL Scope:

1. Providing structural material for erection and fabrication.
2. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
3. Hydra for unloading, loading and shifting of structural materials on non-chargeable basis.
4. Supply of special paints, if required.

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

1. 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.
2. 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.

3. 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.
- 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. Space / room for tools and tackles storage be provided at site.
- e. First aid facilities as available on chargeable basis.

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

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.

4. ESTIMATED QUANTITIES AND BRIEF DESCRIPTION OF ACTIVITIES:

Activities and estimated quantities for fabrication and erection are as per following:

Sr. No.	Description of activity	Estimated quantity. (A)
1	<p>Fabrication and Erection of various Structures :</p> <p>Fabrication and Erection of walkways, platforms, stair trades, G. I. gratings, replacement / repair of structures etc. made from different steel sections & plates and to be erected at different elevation (from 0m to 60m) including all activities like shifting of material, lifting at various location of boiler, cutting, grinding, straightening, welding, permanent bolts/nuts/ washers arrangement etc. with application of one coat of red oxide & two coat of epoxy paint (paint, primer, thinner etc. supply by contractor).as per scope of work and direction of Engineer in charge.</p>	100 MT
2	<p>Erection of hoist / winch beam i.e. Beam, channels angle etc. (as per requirement) and supporting structure at boiler area at around 0m to 60m elevation for load lifting. All the other scope of work is as per item no.1.</p>	10 MT
3	<p>Dismantling & Removal of damaged structure steel (beam, column, walkway plate, platform, stair trades, gratings, hand railing, toe guard etc.) from various locations including all activities like cutting, removing and shifting to scrap yard.</p>	40 MT
4	<p>Lump sum price for the erection of scaffolding: At different elevation as per the requirement in Meter cube. (Supply of all scaffolding material in the scope of contractor).</p>	6000 M3
5	<p>Erection of Hand railing with Toe guard:</p> <p>Detailing, fabrication and erection hand railing. MTR of Hand railing includes pipe using 25 to 40NB G.I Pipes class with two horizontal rails one at 500mm and another at 1200 mm above the base level with vertical pipes at 1000 mm including provision of all accessories like necessary bends, ties, junctions, sockets, including all operations such as cutting, straightening, alignment, grinding, welding, fixing in line and level at all elevation as per specification & drawing and also including a toe guard plate shall be provided for all hand railing including painting of toe plate with one coat of primer and two coats of epoxy paint after erection etc., complete as per direction of Engineer in charge. Supply of paint is contractor scope.</p>	450 M
6	<p>Canopy work, Shed work, frame for insulation work, plate patch up or any other misc. fabrication and erection work of small / thin sections:</p> <p>Steel section and /or plates, flates, sheets etc to be erected with application of one coat of red oxide & two coat of enamel paint(paint, primer, thinner etc supply by contractor) as per direction of Engineer in charge. Supply of paint is contractor scope.</p>	10 MT

The overall contract value shall be considered for the prescribed work. 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 item exceeds during contract execution, then contract value of other items will be utilized without exceeding the total contract value.

**SECTION-C
GENERAL CONDITIONS OF CONTRACT**

1. CONTRACT PERIOD

1. The contract will be for a period of 01 years from the date of actual commencement of operation of the contract.
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.
3. The said Contract Period can be extended if mutually agreed upon by both the parties up to another 6 months 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.

2. TERMS OF PAYMENT:

1. 100% payment shall be paid within 21 days after completion of job on presentation & verification of invoice / RA bills. 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% of the total contract value excluding GST, shall be kept as security deposit towards performance of the work executed from invoice/RA bills, and the same will be released after 6 months of completion work i.e. guarantee period.
2. For claiming GST a copy of registration certificate issued by the GST authority to be submitted.
3. GST registration number & date of issue should appear clearly on the invoice.
4. GST amount to be claimed separately with percentage (%) in the invoice.
5. Permanent Account Number (PAN) should appear clearly on the invoice.

Income tax as per the prevailing rule will be deducted at source from payment claimed in the invoice.

3. 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 duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) No claim - No arbitration certificate and Indemnity bond, with the submission of final / last bill.

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

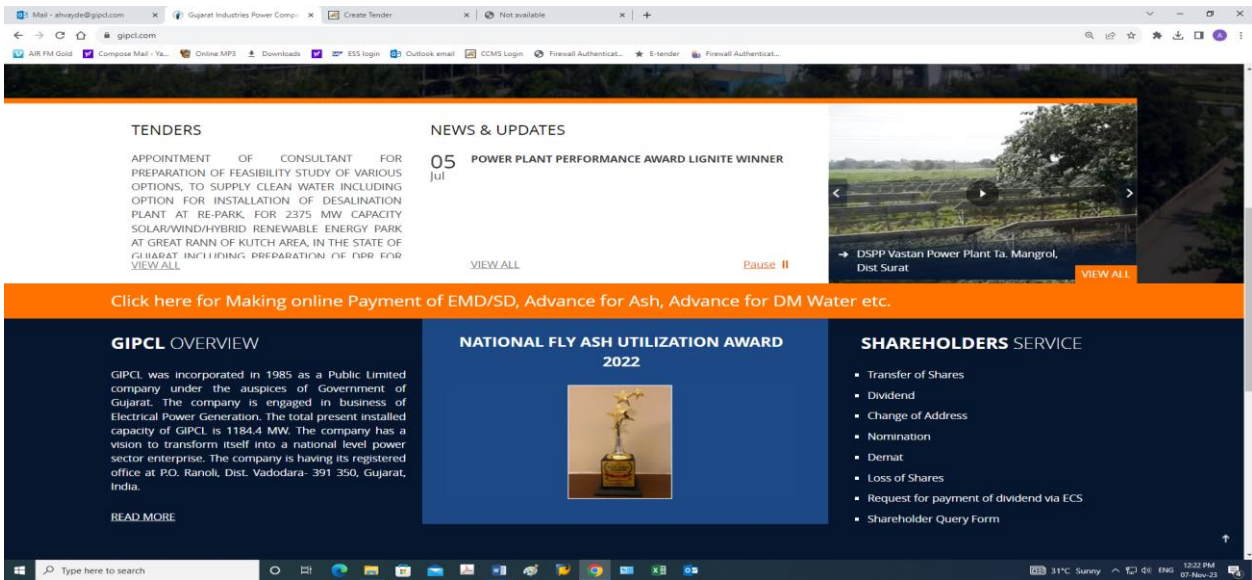
4. TENDER FEE, EARNEST MONEY DEPOSIT (EMD) AND SECURITY DEPOSIT

Procedure for making online payment of EMD /tender fee

1. For making online payment, first go to the website: www.gipcl.com
2. Then, click on the caption/link as can see like:

“Click here for Making Online Payment of EMD/SD, Advance for Ash, Advance for DM water etc.”

(The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)



3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “ Payment Form” given below the sign in option.

4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

If the some required fields are not known/available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Dept. or Concerned Person , so that the vendor can be identified. The same party code may be used for future transactions also. After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.
By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

Important Note: Please note that for making online payment through the above gateway, the charges* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

Payment Mode	Charges
Net Banking	Rs.9 + GST
Debit Card	NIL
Credit Card	0.75% + GST
International Card	3.00% + GST
UPI	NIL

EMD can also be submitted as a Bank Guarantee (BG). The format for the same is attached as Annexure – G. Also, the list of banks is mentioned in PBG clause.

EMD and other documents to be submitted in physical form.	EMD, Tender fees and other tender documents shall be submitted in physical form maximum within three working days after due date of closing of the tender and submitted to: B G Gajjar (AGM-BMD) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone: 02629-261106 Fax : (02629) 261073 / 261074
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5. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, contractor, shall be required to furnish a 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 in clause 5.2. The format attached in **Annexure - H**, 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 **contract guarantee Period (Contract period 2 year + Guarantee Period 6 months+ 3 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 without tax, shall be kept as security deposit towards performance of the work executed from invoice/RA bills, and the same will be released after 6 months of completion of said guarantee period.

5.2 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

6. **RECOVERY CLAUSE**

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

7. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

The contractor shall not assign or sub-let any part of the contract to any other party or agency without written permission from GIPCL.

8. 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.

9. TERMINATION OF CONTRACT BY GIPCL

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

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

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

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

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

11. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

12. INTERPRETATION OF CLAUSE

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

13. EMPLOYEE'S COMPENSATION INSURANCE

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

14. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings. On account of any default in respect of all liabilities and in case of non-compliance of the above, the company can withhold their payments till all legal liabilities are discharged.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, 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.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of

- execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 3.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR& Admin. Dept.
 - 3.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 3.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - 3.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 3.9. The Contractor shall in the event any of his 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.
 - 3.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
 - 3.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 - 3.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the 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.
 - 3.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
 - 3.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
 - 3.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.

5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
9. 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.
The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

15. PAYMENT OF WAGES

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

amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

16. 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.

17. LIGHTING

General area lighting will be provided by GIPCL. However works area specific lighting will be arranged by Contractor.

18. SAFETY ASPECT

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

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

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

19. ELECTRICAL SAFETY RULES AND REGULATIONS:

1. All the electrical apparatus including welding machine (either 3-phare or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
2. Bidder should ensure periodic checking of ELCB provided in their electrical apparatus.
3. Bidder should ensure that there should not be any joint in the power supply cable of any machine. All cables should be in good condition with no bare insulation or frayed wires
4. Any power supply switchboard/extension boards brought by Bidder should have ELCB of 30mA rating and it should have sockets along with 3-pin plug
5. Any type of cable brought by Bidder should not have any joint and should be of sufficient capacity for the respective job.
6. Bidder to bring their own 24V rating portable hand lamps along with cable of (apparatus should be having 230V / 24V transformer) for the temporary lighting arrangement required at site for the respective jobs.
7. Bidder should bring sufficient qty no. of temporary light fixtures (230V or 24 V as per requirement of job/contract) , extension boards, cables to draw supply from nearest power point.
8. Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency
9. Bidder to ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using.

10. Bidder to ensure - All portable electric apparatus shall be regularly examined, tested and maintained to ensure that the apparatus and leads are in good order.
11. Only three-core cable shall be used for single phase operated tools with the third core connected to earth.
12. Ensure that all metallic portable appliances are provided with 3 pin plug and socket connections with third pin be connected to the ground terminal where ever possible. Also, the metal work of the apparatus is effectively earthed.
13. All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
14. The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
15. Electric holders when not in use, should be placed on an insulated hook or the holders should be fully insulated while using any welding machine
16. Whenever the welder stops or leaves work for any appreciable time, the power supply to welding machine shall be effectively disconnected while using any welding machine
17. GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. Bidder to supply the required cable between GIPCL power supply point to equipment brought by Bidder for the specified job. Further, if Bidder's equipment requires 3-ph 4 wire supply then they should derive 3-ph 4 wire supply from GIPCL 3-ph 3 wire supply system by incorporating sufficient capacity transformer. Like for hydro jet cleaning system, mixer machine, induction heating machine, SR machine etc., GIPCL will provide 3-ph 3 wire power supply.
18. Cable between welding machine to GIPCL power supply point should have cable TOP plug towards GIPCL power supply point of Make BALS having rating as 63 Amp.

Contractors not following above electrical safety points at any point of time are liable to penalty and their machine/ apparatus shall be seized by GIPCL.

20. **GENERAL SAFETY CLAUSES**

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

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 Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) – Double Density	
03.	Worktoes Warren	Worktoes - Warren Plus	

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipment i.e. welding machine, grinding and drill machine etc. may be checked

- by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
 17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
 18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close coordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in-charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
 19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
 20. Safety shoes to be issued to female employees also.
 21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
 22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
 23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
 24. Penalty to be imposed for Violation of safety norms is proposed as follows:-
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc. Working without helmet, shoes, safety belt, gloves etc	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc. Unsafe working practices at height more than 3 meters Working without permit or non-	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidence, Per incidence Rs. 2500/- • Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.

		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.	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.

21. GENERAL TERMS AND CONDITIONS:

1. GIPCL reserve the rights to cancel the tender without assigning any reason thereof.
2. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost.
3. The contractor has to take group insurance policy for their employee. The contractor has to submit labour license and PF account number to the Engineer in charge before start the work.
4. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
5. Party shall work in harmony with the agency executing the works so as to finish the job in time bound period as specified.
6. After start of unit if any defect of workmanship noticed within one month same shall be attended free of cost by Bidder.
7. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets, safety belts, ear plug/muff, nose mask etc. of standard quality. Failing this the Engineer in Charge is authorized to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations Engineer in Charge may take necessary action against the contractor.
8. Terms of termination of contract: - On regular deviation/default in compliance of safety norms and safety rules, GIPCL management may take strict actions on contractor which may include holding of payment, imposition of penalty, and even contract termination.
9. **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. Bidder to 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.**

Provide us 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.

10. GIPCL is an ISO 9001-2008, ISO 14001-2004 & BS OHSAS 18001:2007 certified company, and GIPCL gives extremely importance to maintain these global standards. Contractor has to comply requirement of these standards while executing work at SLPP, GIPCL. Contractor should make awareness among their entire workman about these standards & maintain all records with utmost care.

22. 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/labor 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 labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- v. The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform (Minimum 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 within a period of twenty four hours from the time of intimation to the site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.
- (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 required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor.

Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipment and/or required consumables then 25% of the total job cost will be levied as a penalty for each and every instance.

- ii. For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with tractors & hydraulic trolleys in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- iii. In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- iv. 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.
- v. 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.

23. 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.

24. 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. 01/-Lakh 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.

25. CONTRACTOR'S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced supervisor of the works with adequate experience in handling of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. supervisor shall be constantly in attendance at the site during 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 supervisor, 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.

None of the CONTRACTOR'S 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.

GIPCL will ask contractor to deploy labour in sufficient numbers and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Company

26. 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.

27. 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.

28. GOVERNING LAW AND JURISDICTION

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

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

Annexure A
Price Schedule (to be filled online)

Sr. no.	Description of activity	Unit	Qty	Price / unit	Total Amount Rs.
1	Fabrication and Erection of various Structures : Fabrication and Erection of walkways, platforms, stair trades, G. I. gratings, replacement / repair of structures etc. made from different steel sections & plates and to be erected at different elevation (from 0m to 60m) including all activities like shifting of material, lifting at various location of boiler, cutting, grinding, straightening, welding, permanent bolts/nuts/ washers arrangement etc. with application of one coat of red oxide & two coat of epoxy paint (paint, primer, thinner etc. supply by contractor).as per scope of work and direction of Engineer in charge.	MT	100	Bidder to quote	System calculation
2	Erection of hoist / winch beam i.e. Beam, channels angle etc. (as per requirement) and supporting structure at boiler area at around 0m to 60m elevation for load lifting. All the other scope of work is as per item no.1.	MT	10	Bidder to quote	System calculation
3	Dismantling & Removal of damaged structure steel (beam, column, walkway plate, platform, stair trades, gratings, hand railing, toe guard etc.) from various locations including all activities like cutting, removing and shifting to scrap yard.	MT	40	Bidder to quote	System calculation
4	Lump sum price for the erection of scaffolding: At different elevation as per the requirement in Meter cube. (Supply of all scaffolding material in the scope of contractor).	M3	6000	Bidder to quote	System calculation
5	Erection of Hand railing with Toe guard: Detailing, fabrication and erection hand railing. MTR of Hand railing includes pipe using 25 to 40NB G.I Pipes class with two horizontal rails one at 500mm and another at 1200 mm above the base level with vertical pipes at 1000 mm including provision of all accessories like necessary bends, ties, junctions, sockets, including all operations such as cutting, straightening, alignment, grinding, welding, fixing in line and level at all elevation as per specification & drawing and also including a toe guard plate shall be provided for all hand railing including painting of toe plate with one coat of primer and two coats of epoxy paint after erection etc, complete as per direction of Engineer in charge. Supply of paint is contractor scope.	M	450	Bidder to quote	System calculation
6	Canopy work, Shed work, frame for insulation work, plate patch up or any other misc. fabrication and erection work of small / thin sections: Steel section and /or plates, flats, sheets etc. to be erected with application of one coat of red oxide & two coat of enamel paint(paint, primer, thinner etc.	MT	10	Bidder to quote	System calculation

	supply by contractor) as per direction of Engineer in charge. Supply of paint is contractor scope.				
	Service Tax / GST %	GST 18 % (by system)			
	Total quoted Rs.	System calculation			

1. Refer: Clause- Submission of bid- Part 2- Price bid
2. Bidder shall quote the rates of items individually without tax / GST.

Annexure B (To be submitted in soft format) - PRE-QUALIFICATION CRITERIA LIST - Bidder name: _____

E-Tender No.: SLPP/MECH/BMD/Feb. Erect /2025-27 for Boilers at "Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: ".			
Sr. NO.	Eligibility criteria (Instruction to bidders, Clause no. 5)	Tender minimum requirement	Details to be filled by Bidder with documents (Bid with wrong or incomplete details shall be rejected)
4.1	Experience in similar nature of jobs. Minimum Three years of experience out of last five years	Financial year 2024-25	1. Client name: W.O number and date : W.O duration : W.O value : Type of industries and type of work : Add same details here in this row, if more than 1 WO are attached with tender documents for the mentioned financial year. For example : 2. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :
		Financial year 2023-24	1. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :
		Financial year 2022-23	1. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :
		Financial year 2021-22	1. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :

		Financial year 2020-21	<p>1. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :</p>
4.2	Work completion details	A. One similar completed/executed work each costing not less than 13.44 lakh (w/o tax)	<p>1. Client name : W.O number and date : W.O duration : W.O value : Executed value: Type of industries and type of work :</p> <p>Add same details here in this row, if more than 1 WOs are completed attached with tender documents for the mentioned financial year.</p>
		B. Two similar completed/executed work each costing not less than 8.96 lakh (w/o tax)	<p>1. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :</p> <p>Add same details here in this row, if more than 1 WOs are completed attached with tender documents for the mentioned financial year.</p>
		C. Three similar completed/executed work each costing not less than 6.72 lakh (w/o tax)	<p>1. Client name : W.O number and date : W.O duration : W.O value : Type of industries and type of work :</p> <p>Add same details here in this row, if more than 1 WOs are completed attached with tender documents for the mentioned financial year.</p>
4.3	Bidder shall have to submit satisfactory work completion certificate from the client (Experience as a sub-contractor will not be allowed).	Certificates for the work order copies mentioned for supporting clause no: 4.2	<p>1. Client name : Certificate date : W.O number and date : W.O duration : W.O value : Type of industries and type of work :</p> <p>Add same details here in this row, if more than 1 WOs are completed attached with tender documents for the mentioned financial year.</p>
4.4	Tender fee (online)	Rs. 2950	Online transaction ID no:_____ and date_____. Bank name :-_____

4.5	EMD (online)	Rs. 45000	Online transaction ID no:_____ and date_____. Bank name :-_____
4.6	EPF Code No.		EPF code no:_____ Certificate date:_____
4.7	All supporting documents copies shall be attested and submitted hard copy.		Submitted : Yes or No
4.8	Minimum annual turnover for last three financial years (annual audited financial statement duly certified by Chartered Accountant). MOU will not be entertained.	Rs. 8 lakh per year (Average)	For financial year : 2023-24 Rs. _____lakh For financial year : 2022-23 Rs. _____lakh For financial year : 2021-22 Rs. _____lakh
4.9	The Net worth at the end of the last financial year should be	Positive	Rs. _____lakh for last financial year. Networth certificate of FY -2023-24 submitted - yes / no.
4.10	Income Tax PAN No.	Required	
4.11	GSTIN No.	Required	
4.12	In case Bidder is a joint venture company since last seven years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.	Required if applicable	
4.13	Entire tender document shall be submitted duly signed & stamped by bidder on each page	To be submitted	Submitted : Yes or No

4.14	Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa Annexure-M & Annexure-N	Required	Submitted : Yes or No
Anx-J	Schedule of deviation	To be mentioned	Annexure - J Submitted : Yes or No

Note :	Hard copy of required documents to be sent by as per above sequence in proper file.
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ANNEXURE-C

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

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

For, M/S. _____

Signature, Stamp and date.

[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:

ANNEXURE - G
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..... (Rupeesonly) towards earnest money in lieu of cash.
2. WeBank 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 not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
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.

...2....

5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. WeBank 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.
9. 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.
10. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

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

Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

Note:

1. The Guarantee validity should be **180 calendar days** from the last date of submission of bid.
2. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.

Annexure H

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

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

B.G. No. _____

Date : _____

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

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

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

3. We undertake to pay to the Company any money so demanded 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).

.....2.....

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
 - a. Vary and / or modify any of the terms and conditions of the Agreement.
 - b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
 - c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.
6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.
7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.
8. 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.
9. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
10. 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

Annexure - J

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATION.

All deviation from the General condition and Technical specification shall be filled by the BIDDER in this schedule.

SECTION	CLAUSE NO.	AS PER TENDER DOCUMENT	DEVIATION

The BIDDER here by certifies that the above mentioned points are the only deviations from the Owner's General / Technical condition of this enquiry. The Bidder further confirms that in the events any other data and information presented in the Bidder's proposal and accompanying documents are at variance with the specific requirements laid out in the Owner's General/Technical specifications, then the latter shall govern and will be binding on the BIDDER for the quoted price.

COMPANY SEAL

SIGNATURE
NAME
DESIGNATION
COMPANY
DATE

ANNEXURE – L
INFORMATION CONTAINING DETAILS OF PROPOSAL

1.0	NAME OF PACKAGE	:	
2.0	NAME OF TENDERER	:	
3.0	ADDRESS OF TENDERER AND E-MAIL ID	:	
4.0	NAME OF CONTACT PERSON/S AND DESIGNATION ALONG WITH PHONE / FAX / MOB.NOS.	:	
5.0	LEGAL STATUS AND CAPACITY OF TENDERER	:	SOLE PROPRIETORSHIP/ PARTNERSHIP FIRM/COMPANY (P) LTD/PUBLIC LTD/GOVT.CO./ CO.OP.SOCIETY/ REGISTRATION UNDER SHOPS & ESTABLISHMENT (Strike out which is not applicable) including change in the constitution of firm, if any, for the last three years.
6.0	REGISTRATION DETAILS	:	
7.0	COMPANY INCORPORATION DETAILS (COMPANIES ACT 1913 / 1956)	:	
8.0	FULL NAME, DESIGNATION & ADDRESS OF AUTHORISED SIGNATORY OF THE PROPOSAL	:	
9.0	AUTHORITY / POWER OF ATTORNEY OF AUTHORISED SIGNATORY OF THE PROPOSAL	:	
10.0	NAME AND DESIGNATION OF AUTHORISED PERSON FOR ADDRESSING THE WORK ORDER	:	
11.0	DETAILS OF ALLOTMENT OF : INDEPENDENT PF CODE NO. BY CONCERNED REGIONAL PROVIDENT FUND COMMISSIONER	:	
12.0	MENTION THE DETAILS OF SIMILAR NATURE OF JOB BEING EXECUTED AT PRESENT.	:	
32.0	ANY OTHER INFORMATIONS	:	

NOTE : No column should left blank. Columns not applicable may be marked as n.a. certified documentary proof for the information Rates will remain firm throughout the contract period or any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MRW (minimum wage rates). May be accompanied. If any document is submitted earlier, please mention the reference of submission against respective column. The above information is part of our bid and these are binding on us.

PLACE: _____ SIGNATURE OF BIDDER : _____
DATE: _____ DESIGNATION : _____
COMPANY STAMP : _____

ANNEXURE- M

(To be submitted on Company's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE- N

(To be submitted on Company's Letter Head)

Declaration for Contractual Litigations
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