

GUJARAT INDUSTRIES POWER COMPANY LIMITED

(Surat Lignite Power Plant)

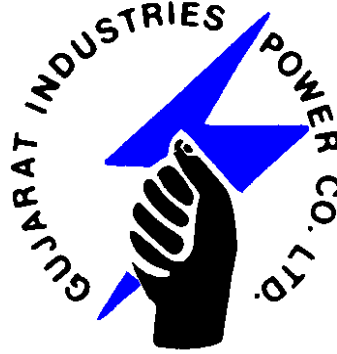
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 3394112 (GUJARAT)

Phone Numbers: EPABX (02629) 261063 to 261072, fax Numbers: (02629) 261112, 261080

e- TENDER DOCUMENT
FOR

**WATER WASHING OF INSULATORS AT 220 KV & 66 KV SWITCHYARD's AT GIPCL
(SLPP) 4 X 125 MW**

***Bid Number: SLPP/ELECT/MAINT/220 KV & 66 KV SWYD/WATER
WASHING***



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**

**GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LIGNITE POWER PLANT**

TENDER NOTICE

Ref: SLPP/ELECT/MAINT/220 KV & 66 KV SWYD/WATER WASHING

***WATER WASHING OF INSULATORS AT 220 & 66 KV SWITCHYARD's AT GIPCL
(SLPP) 4 X 125 MW***

Place of work	GIPCL-SLPP, at Village Nani Naroli, Taluka - Mangrol, Dist. -Surat-394112
Description of work	Water washing of insulators for 220 KV & 66 KV switchyards
Contract Period	Prices shall be valid for Two year from the award of contract
EMD	Rs. 14,000/- (Rupees Fourteen Thousand only) Payment by RTGS (details separately given in tender document) OR BG in favor of GIPCL payable at Mosali, Mangrol, Nani Naroli from any Nationalized banks or any other banks as listed in Instruction to Bidders.
Cost of tender document / tender fee	Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) by RTGS only (details separately given in tender document). RTGS is mandatory.
Downloading and filling of tender documents online from websites	22/07/2024
Last date of submission of offer On line	12/08/2024 up to 17.00 hrs
Submission of EMD, tender fee and other supporting documents in physical form at address given in tender	On or before 12/08/2024 up to 17:00 hrs
Date of opening of Price bid	Price bid will be opened after technical bid evaluation.

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by GIPCL during the period of publication of tender in the web site. The bidders are required to visit the web site regularly till the last date of bid submission.
2. GIPCL reserves the right to reject any or all the tenders or to split the work among the bidders without assigning any reason thereof.
3. The bidder is advised to visit the site after downloading the tender copy from **<http://etender.gipcl.com>** to study the actual working conditions, before submitting their offer. The bidders shall examine the site of works and its surroundings and obtain for himself at his own responsibility all 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.
5. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document. Conditional tender will not be entertained and shall be liable for outright rejection.
6. All the techno-commercial deviations should be declared in the on line deviation sheet (Annexure-B). Deviations declared elsewhere are not acceptable.
7. The following documents to be submitted in physical form:
 - a) EMD & tender fee
 - b) Other pre-qualification documents not submitted online.

These documents as mentioned in the tender documents should be deposited on the following address:-

Chief General Manager (RE & SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At & P.O. Nani Naroli

Taluka: Mangrol,

Dist. Surat - 394 110, Gujarat

Phone: (02629) 261063-72

Fax number : (02629) 261080 & 261073

E-Mail: electslpp@gipcl.com

GUJARAT INDUSTRIES POWER COMPANY LIMITED

(Surat Lignite Power Plant)

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

Phone Numbers: EPABX (02629) 261063 to 261072, fax Numbers: (02629) 261112, 261080

Ref: **SLPP/ELECT/MAINT/220 & 66 KV SWYD/WATER WASHING**

E-TENDER FOR WATER WASHING OF INSULATORS AT 220 'KV & 66 KV SWITCHYARDS AT GIPCL (SLPP) 4 X 125 MW

BID DOCUMENT

Bid document consists of the following -

- I. Instruction to bidders
- II. General conditions of contract
- III. Detailed scope of work

I. INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

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

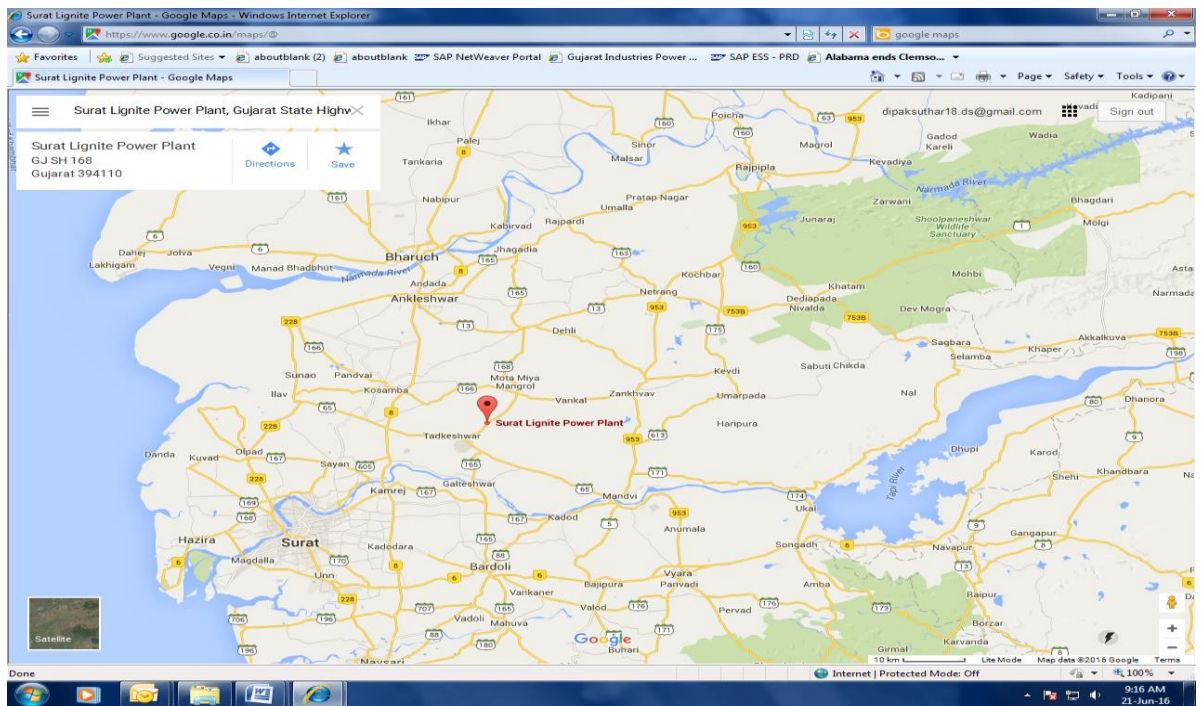
GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in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

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

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

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmadabad highway. From Kosamba, SLPP is around 32 KM, out of which 27 KM is part of the National & State Highway and balance 5 KM is District Road. From Kim,

SLPP is around 18 KM, out of which 13 KM is the State Highway and balance 5 KM is District Road. The nearest Broad-Gauge Railway Line is at Kim, which is around 21 KM from the SLPP. Surat is approximately 50 KM from the SLPP. Location Map for SLPP is as under.



The company intends to award Biennial Maintenance need-based contract for the work of hotline water washing of insulators for a period of Two years at SLPP and is therefore inviting open tenders online (e-portal) from experienced and resourceful contractors.

2. SCOPE of WORK:

- The scope of work consists of bay wise water washing of isolators and bay equipment in live condition of that particular bay (hot line condition of 220 KV switchyard bay suspension as well as tension insulators) with safety to engaged man power and equipment / system. These insulators are installed at various gantry / towers / building in string form to provide isolation to gantry / tower / building from live line i.e. 220 KV & 66kV systems at different heights from ground.
- Water washing of CT, PT, Breaker, BPI and Isolators shall also be carried out for all bays while carrying out water washing of insulators in a bay.
- Offline Water washing of insulators, CT, PT, Breaker, BPI and Isolators for entire 66 kV substation for our 5MW Solar Plant comprising of two outgoing line bays and one incoming transformer bay. The distance of this 66kV substation from existing 220 kv switchyard is around 4-5 KM. The water washing of this 66kV substation is to be carried out after 04.00 PM.

The following is the total number of insulator strings in each type of bays of 220 KV switchyard including main bus bar insulators strings wherein each string consists of 15 numbers of insulator discs.

1. Generator transformer bay – 36 numbers of strings including bus bar strings
 2. Station transformer bay – 36 numbers of strings including bus bar strings
 3. Bus coupler bay – 30 numbers of strings including bus bar strings
 4. Transmission line bay – 30 numbers of strings including bus bar strings
 5. Bus Sectionalizer bay – 18 numbers of strings
 6. Dummy bay – 18 numbers of strings including bus bar strings
- Please note that during water washing activity of switchyard insulators and passing through various switchyard gantries, you have to install safety net below the area where your manpower is working at height. Means fall protection in the form of safety net and safety belt is required to be provided.

The water washing shall be done with sufficient/recommended high pressure (500 to 1500 psi) jet of DM water. The pressure of water shall be such that the jet should reach the last petticoat of the insulator string and shall thoroughly clean all the petticoats of insulator. Conductivity of DM water should be measured at the DM plant before using it.

The pressure of water jet shall be in such a way that the jet moves in the form of small discontinuous particles (aerosol) resulting in zero leakage current through the hose pipe and the connected equipment. The pressure required for aerosol formation of DM water and the distance from which the water jet is to be sprayed so as to limit the leakage current to specified value should be confirmed before starting the work. Two jets directed from different angles shall be used to clean the insulators starting from the lower most insulators up to the uppermost insulator slowly. The washing process is to be continued till the hissing sound due to corona gets completely eliminated.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- 3.2 The bids shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of tenderer. The decision of the Company to interpret the information and rates filled in by the tenderer shall be final and binding on the bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
- 3.5 Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions,

specifications or requirements shall be treated and rejected as being non – responsive.

- 3.6 The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications.
- 3.9 Conditional offers shall be rejected at the outset.
- 3.10 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended.
- 3.11 During evaluation of bids the Company may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- 3.13 The Bidders shall bear all costs and expenses associated with and incidental to 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 in any manner for the same.
- 3.14 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- 3.15 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

It is 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 labor, 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 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.

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

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

Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, temperature of fresh drained hot bed material and associated risks, right of way, high flood level in River, flow of water during monsoon / dry season in the River / Nallah, the type and number of equipment and facilities required for the satisfactory completion of the work, the quantity of various items of the work, the availability local labor, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc. which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

The rates quoted by BIDDER shall be based on his own knowledge and judgement of the conditions and hazards involved and shall not be based on any representations of the Engineer.

5. ELIGIBILITY CRITERIA

Following criteria will be adopted for qualifying the bidders for taking part in further proceedings.

- 5.1 Bidder's average annual turnover for last three financial years shall be more than Rs. 2.48/- Lac. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India, for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

The Net worth at the end of the last financial year 2023-24 should be positive and should be duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.

5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years (FY 2023-24, 2022-23, 2021-22, 2020-21, 2019-20) ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last Three years out of last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. One similar completed work each costing not less than the amount equal to Rs. 6.62 Lacs with taxes.

OR

b. Two similar completed work each costing not less than the amount equal to Rs. 4.14 Lacs with taxes.

OR

c. Three similar completed work each costing not less than the amount equal to Rs. 3.31 Lacs with taxes.

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

5.3 Bidder has to attach Performance certificates from previous clients for similar kind of insulator water washing works in 220 KV and above switchyards

5.4 Bidder or their associated firms should have valid electrical supervisory license for working on electrical equipment.

5.5 Bidder should possess valid PF Number. Bid without proof of the same shall be rejected.

5.6 Bidder should enclose PF code allotment letter along with valid Labor License and valid EC Policy copies of previous orders.

5.7 The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copy of the same is to be submitted.

5.8 Bidder has to submit GST registration number. Copy of the same should be submitted.

5.9 The bidder should possess all such licenses applicable, which are necessary for the execution of the job.

5.10 Bidder should provide copy of valid certificates issued by recognized hot line training centers HLTC (preferably NPTI) in the name of the deployed trained persons who will execute the work of hotline insulator water washing work if any at site. Bidder

should also submit records of work experience of workmen doing hot line work for last five years.

- 5.11** Bidder should have executed such type of insulator water washing jobs in 220 kV and above switchyard for Main Plant 220 KV switchyard for the clients like NTPC, PGCIL, state transmission utilities, major substations, etc. and necessary supporting documents shall be submitted in the form of work order executed during last five years from the date of tender. Bidder should have minimum three years experience in last five year from date of tender.
- 5.12** The equipment used for water washing must be tested and approved by CPRI/Approved government testing laboratory. Relevant documents for verification must be furnished.
- 5.13** Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure / 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 regard 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 / Bidder 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 / Bidder shall be recovered from the pending bills or any other dues payable to the Bidder / Bidder, if any or otherwise through any other recourse available under the Laws. Bidder should possess valid electrical Bidder’s license and electrical supervisory permit of Bidder’s supervisor.

Bidder should enclose complete tender document duly signed and stamped on all pages as a proof of acceptance of all terms and conditions given in tender document.

The Bidder should enclose all the evidences, documents, work orders, proofs in original for qualifying in further proceedings.

The Bidder shall submit all the evidences, documents, work orders, as a proof in attested copies along with EMD, tender fee and also provide these details online by scanning the documents for meeting the qualification requirements. GIPCL will verify the experience, performance, capability and strength of bidders independently for executing the works. GIPCL may visit the site & consult the owner of the establishment where similar work is executed by the bidder. GIPCL reserves the right to split/cancel/reject any/all bids without assigning any reason thereof. The tenders of qualified bidder can only be considered for further evaluation.

6. **LANGUAGE OF BID**

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

7. **EARNEST MONEY DEPOSIT (EMD)**

7.1 An EMD of 14, 000/- (Rupees Fourteen Thousand only) shall be submitted physically to GIPCL–SLPP on or before closing of due date for submission of offer. The EMD shall be in the form of a RTGS payment to Gujarat Industries Power Co. Ltd. as per following details:

RTGS detail for EMD:

- 1) Name of account holder: Gujarat Industries Power Co. Ltd.
- 2) A/c. No.: 33514692834
- 3) Name of Bank: State Bank of India
- 4) Bank address: Utility Building, Nani Naroli, Ta. Mangrol, Dist. Surat.Pin394110.
- 5) IFSC code: SBIN0013423

7.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Banks or Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank and AU Small Finance Bank as per Performa of BG enclosed with this e-tender under Section-F, annexure 01.

7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the vendor submits the RA bill which is accepted by GIPCL.

7.4 The EMD of the successful bidder will be returned after the bidder provide a security deposit or performance bank guarantee as required.

7.5 The earnest money deposit paid in the form of demand draft or RTGS will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.

7.6 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to GIPCL.

7.7 No interest shall be payable on EMD.

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

8. **Non refundable tender fee**

Rs. 2950/- (Rupees Two Thousand Nine Hundred Fifty Only) through RTGS as detailed above. Payment through RTGS mode is mandatory and no other mode of tender fees is acceptable. Non-refundable tender fee RTGS detail shall be furnished in physical form

9.SCHEDULE OF EMD / TENDER FEE

EMD, Tender Fee and other documents to be submitted in physical form on or before due date of closing of the tender	Address for Submission: SHRI N.K SINGH, CHIEF GENERAL MANAGER (RE & SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
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10. SUBMISSION OF BID

A: MODE OF SUBMISSION

- (i) The bids shall be submitted online at the GIPCL e-portal within the dates specified in the NIT along with details of EMD in two parts as under:
- (a) Pre qualification and Techno-commercial bid without price
 - (b) Price bid

Note: EMD and tender fee shall be submitted in physical form on or before due date of closing of the tender.

(a) Techno-commercial bid without price

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

1. Qualification and experience of site in charge.
2. Schedule of deviation (Annexure- B) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers.

The following supporting documents shall also be submitted:

1. The tender document duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Present ongoing work details
6. Turn over for the last three years, audited annual accounts/ financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F Number and Allotment Letter
8. Labor License and E.C. policy copies of previous order.
9. PAN Number.
10. All the documents for pre-qualification criteria
11. GST registration number/certificate copy.

12. The equipments used for water washing must be tested and approved by CPRI/Approved government testing laboratory. Relevant documents for verification must be furnished.

13. Valid certificates issued by recognized hot line training centers HLTC (preferably NPTI) in the name of the deployed trained persons.

The envelope shall be clearly marked with "SURAT LIGNITE POWER PLANT - TENDER FOR ***WATER WASHING OF INSULATORS AT 220 KV & 66 KV SWITCHYARDS AT GIPCL (SLPP) 4 X 125 MW*** - Tender Number SLPP/ELECT/MAINT/220&66KV SWYD/WATER WASHING

(b) Price Bid

1. Price bid shall be submitted only in soft form through GIPCL e- portal.
Note: SOR (Schedule of Rates) estimate includes cost of all manpower, vehicles, tools & tackles, safety & statutory compliance
2. GST tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. Bidders shall have to **quote the rates in the form of** percentage i.e. at total estimated value (0 % above total estimated value) or % above or % below the total estimated value.
4. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

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

NOTE:

Item Rates:

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

The quoted percentage rate will be applicable to all the unit rates (SOR rate) in all the items of the price schedules.

EXAMPLE-

- A. If the bidder quotes 2 % below SOR rates, then 2 % discount is applicable on all items of price schedules (applicable rates shall be 98 % of SOR rates)
- B. If the bidder quotes 2 % above SOR rates then, 2 % additional rates are applicable on all items of price schedules (applicable rates shall be 102 % of SOR rates)
- C. If the bidder quote 0 % above SOR rates, then zero % discount is applicable on all items of price schedules
- D. The Bidder shall fill the Bid documents with care in consonance with the instructions contained in the Bid documents.

The rates shall be firm for the entire contract period of TWO years. The quantities mentioned in SOR may be increased or decreased depending upon requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed and certified by GIPCL representatives.

B: METHOD OF TENDERING/SIGNATURE OF BIDS

- (i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.
- (ii) Bid by a 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 by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter. 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 may be disqualified.

C: SCHEDULE OF DEVIATIONS

Whenever bidder deviates from the specifications the same shall be listed out in the "Schedule of Deviation" attached as **ANNEXURE** to these specifications. Only those deviations, which are listed in this Annexure, shall be considered. Deviations indicated elsewhere will be rejected.

11. MODIFICATION & WITHDRAWAL OF BID

- 11.1 The Bidder may modify or withdraw its bid prior to the deadline prescribed for submission of bids.
- 11.2 No Bid shall be modified subsequent to the deadline for submission of Bids.
- 11.3 No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form.

12. POLICY FOR BIDS UNDER CONSIDERATION

- 12.1 Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the Company to the Bidders.
- 12.2 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.

13. EFFECT & VALIDITY OF BID

- 13.1 The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the date set for opening of Bids.
- 13.2 In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- 13.3 The submission of any Bid connected with these 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 Owner.

14. OPENING OF BIDS

- 14.1 The owner 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.
- 14.2 Preliminary Examination
 - 14.2.1 The Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
 - 14.2.2 *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.*
 - (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.*

15. EVALUATION & COMPARISON OF BIDS

A: GENERAL

- 15.1 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.
- 15.2 The Technical Bids will be examined and will be classified into two categories (viz.)
 - (a) Bids which are acceptable as they are or which with some modifications can be made acceptable.
 - (b) Bids which are completely unsuitable and which cannot be made acceptable by modifications. These Bids will be rejected.

- 15.3 Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.
- 15.4 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.
- 15.5 The comparison of all the Bids shall be carried out with reference to similar 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.
- 15.6 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 as 2% above PLR of SBI.
- 15.7 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.
- 15.8 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.
- 15.9 In the event of item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest workable rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

16. RIGHT OF REJECTION OF TENDERS

- 16.1 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.
- 16.2 Any Tender without EMD will be treated as non responsive and shall be rejected at the outset itself.
- 16.3 GIPCL reserves the right to split the scope & quantity to more than one agency among the bidders.
- 16.4 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.

17. AWARD OF CONTRACT

- 17.1 GIPCL will award the contract to the 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.

17.2 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.

18. CONTRACT PERIOD

18.1 The prices quoted shall be valid for a period of TWO years from the date of work order ('**Contract Period**'). The same contract may be extended for further period of six months if GIPCL desires on the same rate, terms and conditions and without any escalation and without entering into any new contract

18.2 GIPCL will inform to the Bidder regarding shutdown of 220/66kV switchyard bays seven days in advance. Bidder should mobilize fully with all required material to carry out the Job on the date specified by GIPCL. Work to be completed in all respect as per agreed schedule/time from the date of starting of work.

19. CONTRACT PERFORMANCE GUARANTEE (SD)

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favor of Gujarat Industries Power Company Limited of an equivalent amount of Ten percent (10%) of the "Annual Contract Price excluding GST" from all Nationalized Banks or Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank and AU Small Finance Bank in the format attached, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty-one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of 06 (Six) months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

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

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

20. ASSIGNMENT AND SUB-LETTING

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

21. BIDDER'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Bidder shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Bidder shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower to properly complete the job in given time.
- (iii) The Bidder shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Bidder shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen 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 entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Bidder shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff (if required)
 - d) Mask
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
 - f) Full body safety belts with lifeline
 - g) Safety helmet
- (vi) Bidder shall nominate /authorize senior experienced person in writing as site in charge/Supervisor to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain present at site. Bidder has to submit the authority letter and documentary proof for the same.
- (vii) During execution of the works, one or more jobs may be required to be done simultaneously and the Bidder shall mobilize additional resources accordingly.
- (viii) During emergency or similar situations the Bidder shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the Bidder 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 Bidder.
- (ix) During working in high risk area like hot oil the workman must wear a suitable safety apron, safety hand gloves and goggles. It is the Bidder's supervisor's responsibility to ensure it without failure.

B: TOOLS & TACKLES

- (i) All tools and tackles to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools are in healthy condition.
- (ii) Arrangement for lighting at the work spot has to be made by the Bidder. He has to arrange all lighting equipment such as power cable, hand lamps. The Bidder has to take prior approval for taking electrical power supply. The Bidder should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- (iii) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- (iv) All new replacements whether spare parts or any other, shall be inspected and approved by GIPCL Engineer in charge before It is actually put to use. It shall be the supervisor's responsibility to ensure this without failure.
- (v) The Bidder must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In-Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Bidder's cost with penalty including GST as per extant of GST Laws and it will be deducted in the bill.
- (vi) It is the responsibility of site in charge to segregate and remove the scrap from site. Work will be certified by E-I/C only after removal of scrap to the scrap yard.

II. GENERAL CONDITIONS OF CONTRACT

1 TERMS OF PAYMENT

A. **Conditions of Payment:**

The bidder shall raise the invoice in duplicate for each job in respect of the work completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 30 days of such receipt of a complete invoice as per the following terms of payment –

- (i) Bidder may raise invoice for work completion during every stage. 100% of RA bill shall be released on satisfactory completion of given works certification by GIPCL Engineer in- charge. If PBG is not submitted, then 10% of total annual contract value excluding GST shall be deducted from the 1st initial RA bill to the maximum as retention amount. This 10% retention amount will be released after expiry of guarantee period.
- (ii) GST shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration number And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The Bidder shall inform the Owner in the event its registration certificate is cancelled or discontinued for whatsoever reason.
- (iii) The Bidder shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Bidder. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
- (iv) The Bidder shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Bidder shall be deemed to be inclusive of all and whatsoever the claims that the Bidder may have from GIPCL. The Bidder shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Bidder shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Bidder in his Final Bill.

Further at the time of Final Bill submission, No Claim – No Arbitration certificate as per Proforma at Annexure-G, after the final bill amount is certified by GIPCL for payment and the same is made known to the Bidder by GIPCL and accepted by the Bidder along with indemnity bond is the required format to be submitted.

At the time of return of the Security Deposit, the Bidder shall submit an indemnity bond acknowledging the receipt of all the due amounts and indemnifying GIPCL from and against all claims in that regard.

B. Validity and Uniformity of Rates

The rates shall be valid for a period of TWO years or the Contract Period and shall remain unaltered during the entire Contract Period.

Item rates quoted, shall include cost of all (except free issue materials by GIPCL) labor, supervision, tools & tackles, transport and any such other costs excluding statutory taxes as are not specifically mentioned herein, but may be incurred by the Bidder for the satisfactory and timely completion of the work

3.2 RECOVERY CLAUSE

All costs, charges or expenses payable by the Bidder under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Bidder. Such amount or due may be paid by the Company and the Company shall be entitled to recover the same from the Bidder by deducting the said amounts from the Bidder's RA bills.

3. COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (i) The workmen employed by the Bidder for execution of work at the GIPCL site under this contract/tender shall be the Bidder's workmen and not the workmen of GIPCL and the Bidder alone shall be responsible at his own cost and risk for the due compliance of all the applicable labor laws and other statutory obligations with regard to this contract.
- (ii) The Bidder 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.
- (iii) Bidder shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there_under from time to time. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the Bidder from time to time for performing the contract job.
- (iv) The Bidder shall obtain and keep in place an all risk cover insurance policy under the provisions of the Employee's Compensation Act, 1923 or any amendments or modifications thereof as may be applicable. The Bidder shall also obtain an insurance cover of adequate value for third party liability. These insurance policies shall be obtained from and within the jurisdiction of Surat and shall be assigned to GIPCL site. The same shall be submitted to GIPCL before the commencement of the work.
- (v) The Bidder shall be required to have registered himself under the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration

certificate, registration code number to GIPCL, failing which the contract is liable to be cancelled.

- (vi) The Bidder 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 persons engaged by the Bidder for the performance of the obligations and works under the contract shall be his workmen only.
- (vii) The Bidder shall have a valid labor 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 to GIPCL before commencement of work failing which GIPCL may terminate the contract at its sole discretion.
- (viii) The Bidder shall be required to have a Labor License and a copy thereof shall be submitted to GIPCL, HR & A Department. If the Bidder does not possess the same, he shall apply for Form – V immediately after receipt of the Letter of Intent and should obtain it within one week from the date of issue of Form – V.
- (ix) The Bidder shall also obtain a Group Insurance Scheme of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (x) The Bidder shall observe and be responsible for the compliance of all labor laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when so required.
- (xi) The Bidder shall ensure that all his workmen should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Bidder to remove any workmen the Bidder who does not comply the rules.
- (xii) The Bidder 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, 1952 and remit contributions in respect of the workmen employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL may pay the same and GIPCL will recover the amounts so paid by it from the outstanding amounts payable by it to the Contractor. PF code of Gujarat region should be taken.
- (xiii) The Bidder shall duly maintain all records/registers required to be maintained by him under various labor laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
- (xiv) The Bidder shall also submit periodical reports/returns to the various statutory authorities under the Contract Labor (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. under intimation to HR & Admn. Dept. of GIPCL.
- (xv) The Bidder shall pay remuneration to his workmen in accordance with the provisions of the Minimum Wages Act and shall in no case pay an amount lesser than that as prescribed or notified under The Minimum Wages declared by the Gujarat Government from time to time for different categories of workmen.
- (xvi) The Bidder 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 the applicable law as per applicable rates.
- (xvii) The Bidder shall take Employees Compensation Insurance Policy for all his workmen s working at SLPP. The Bidder shall indemnify the Company against any claim, liability,

action, demand or proceedings due to any work injury or accident occurring to any of its workmen.

- (xviii) The Bidder shall, in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employees Compensation Act, 1923.
- (xix) If any of the persons engaged by the Bidder misbehave with any of the officials of the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Bidder shall replace them immediately.
- (xx) The Bidder shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- (xxi) 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 Bidder. The Security deposit will be released to the Bidder at the end of the contractual tenure subject to an undertaking by the Bidder 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 Bidder before the appropriate authority under the Industrial Disputes Act, 1947 or under any other labor laws or for compensation under the Employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- (xxii) The Bidder shall make payment of wages to his workmen 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 Challan along with copy of ECR on monthly basis to HR&A dept. for verification and record.
- (xxiii) The Bidder shall provide Safety items / kits to his workmen, such as safety shoes, goggles, ear plugs, hand gloves, safety belts, safety helmet and other PPE as per requirement etc., if any, required under the law.
- (xxiv) The Bidder shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.
- (xxv) 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.
- (xxvi) The Bidder shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, and orders in relation to the deployment of labor. Any misrepresentation, false or untrue statement made by the Bidder in this behalf or in the event the Bidder acts or performs the contract in breach of the requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Bidder and the Bidder shall be solely accountable and liable for the same.

4. SAFETY NORMS TO BE OBSERVED BY BIDDER

1. The Bidder shall observe and comply, with regard to his employees working at the SLPP site, the safety norms as per the safety operating standards
2. The Bidder shall ensure that his employees are informed and trained regarding the safety standards to be adopted while operating within the SLPP premises and the Bidder shall brief them regarding the same and regarding the use of the personal protective equipment ('PPE').
3. The Bidder shall issue safety shoes and safety helmet as per GIPCL SLPP Plant safety department approved to all his workers immediately after execution of the contract and the Bidder shall ensure that his workmen wear the protective equipment at all times during the work operation.
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 by the Bidder to their workmen and used as per the job requirements. Safety helmet shall be of **YELLOW COLOUR ONLY**. Bidder will procure safety shoes from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Bidder should purchase safety shoes of reputed brands. 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 IS 15298-2002 make.
5. **While working at height in 220kV switchyard, fall protection is MUST for workmen working at height in the form of providing safety net below the working area and also double harness safety belt. Further while climbing at height, fall arrester is also required to be installed which will provide safety to workmen climbing at height in 220kV switchyard for insulator water washing purpose.**
6. It is duty of Bidder to ensure that his workers are wearing required PPEs as per work requirement. Bidder should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug, full body safety belt etc. at all times when they are at work throughout the contract period.
7. Bidder will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
8. The Bidder shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
9. If it is observed that Bidder 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 plus applicable GST if any as per extant GST Laws.
10. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form number 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 number 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.

11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Full Harness safety belts with lifeline 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, Bidder 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 Bidder 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 in the height area.
14. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored horizontal position only. All gas cylinders are hydro tested / certified as per Gas cylinder Rules 2004. Gas cylinders shall be stored, handled as per Gas Cylinder Rules 2004.
15. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
16. All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e. welding m/c, grinding and drill m/c etc. may be checked by the electrical engineer of the Bidders regularly, every 6 month at least and report to be submitted to concerned HOD and safety depts.
17. During hot work, Bidder 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. Bidder will procure and use such items. ELCB / RCCB shall be provided on welding machine and all portable power tools.
18. The Bidder shall fill – up Incident notification form (S-I) / Incident Investigation form (S-II) within time limit, if any accident / Incident occurred.
19. The Bidder shall fill-up Near miss report form, if any near-miss incident happened.

5. WORK MEASUREMENT/CERTIFICATION

- 1.1 The work to be performed being of a specialized nature, the Bidder should be fully conversant with modern practices and should be able to carry out maintenance works independently of large thermal power plant. The Bidder shall therefore be required to engage qualified/ experienced personnel to undertake the work specifications specified in scope of work hereunder.
- 1.2 The Bidder shall be required to furnish satisfactory job completion report to GIPCL.
- 1.3 Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.

6. 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.

7. GUARANTEE / DEFECT LIABILITY PERIOD

The Bidder shall stand guarantee for workmanship arising out of any defect found in the works done within a period of Six months from the date of work and for the job carried out by Bidder only as our frequency of water washing in a year is two cycles.

8. INTERPRETATION CLAUSE

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of AGM (SLPP), GIPCL will be final and binding.

9. ASSIGNMENT AND SUB-LETTING

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

10. PENALTY AND RECOVERY

- (i) In the event the Bidder causes undue delay in performance or the performance is unsatisfactory, GIPCL (Engineer-In-Charge) shall be entitled to levy a penalty on the Bidder at the rate of 2% of the job rate for per day delay for that job up to a maximum of 10% of the total contract value of that job plus applicable GST as per extant of GST Laws. The said penalty amount may be recovered either from the job bills or the SD.
- (ii) However, the total amount of penalty recoverable from the Bidder shall be restricted to 10% of the contract value job wise plus applicable GST as per extant of GST Laws.
- (iii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Bidder/ and the Bidder shall be liable for any differential amount in the contract price.
- (iv) Any damage caused to the equipment or machinery on account of the negligence on the part of the Bidder or due to any other reasons attributable to the Bidder, shall be recovered by the Owner/GIPCL from the Bidder.

- (v) The ascertainment of the cause of the damage shall be done by the GM (SLPP) and his decision in this regard shall be final.
- (vi) The decision of the Engineer-In-Charge as regard the amount of damages to be recovered from the Bidder shall be final.
- (vii) The aforesaid amounts of penalty and damages shall be recoverable from the RA bills of the Bidder or the SD. If the amount of damages recoverable from the Bidder exceeds the bills and SD amount, then the Bidder shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Bidder for the same.

11. TERMINATION

- A. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the Bidder if any of the following events occur :—
 - i. Bidder is adjudged as insolvent.
 - ii. Bidder has abandoned the contract i.e. the Bidder fails to perform the obligations under the contract for a period of One month.
 - iii. Bidder fails to proceed with the work with due diligence as per requirements of the contract.
 - iv. Any of the licenses, permissions or registrations of the Bidder as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - v. Bidder has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
The Bidder is found to have acted in breach or violation of any of the safety norms persistently, applicable labor and other laws in relation to the contract and his obligations therein. The Bidder commits a breach of the contractual terms and conditions.
- B. GIPCL shall give the Bidder a 15 days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
- C. Upon such termination, the outstanding dues of the Bidder shall be settled subject to the amounts recoverable by GIPCL under the contract from the Bidder.
- D. The SD shall be retained till completion of the defect liability period.

GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason

12. INDEMNITY

- a. The Bidder 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 Bidder.
- b. In case, in any litigation pertaining to labor employed through Bidder if any direction or order is issued by court at any point of time the Bidder 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 Bidder shall indemnify the

Owner/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Bidder.

13. SETTLEMENT OF DISPUTES

- a. Any disputes or difference 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 Bidder 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.

14. 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.

15. OTHER CONDITIONS

- a. Timely completion of all jobs and works shall be the essence of this Contract. Bidder should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- b. The Bidder has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the Bidder may be asked to rework the job at free of cost.
- c. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- d. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards.

Bidder shall be required to observe these standards while working with GIPCL. Bidder should ensure that his workmen work in accordance with them.

e. **SCOPE OF WORK, CONTRACT PERIOD & CONTRACT PRICE VARIATION**

A. TOTAL ESTIMATED PRICE :

The total estimated price for the work detailed below is Rs. 16.57- Lac including GST (@18 %).

B. SCOPE OF WORK –

- The scope of work consists of bay wise water washing of insulators and discs in live condition of that particular bay (hot line condition of 220 KV switchyard bay suspension as well as tension insulators) with safety to engaged man power and equipment / system. These insulators are installed at various gantry / towers / building in string form to provide isolation to gantry / tower / building from live line i.e. 220 KV & 66kV systems at different heights from ground.
- Water washing of CT, PT, Breaker, BPI and Isolators shall also be carried out for all bays while carrying out water washing of insulators in a bay.
- Offline Water washing of insulators, CT, PT, Breaker, BPI and Isolators for entire 66 kV substation for our 5MW Solar Plant comprising of two outgoing line bays and one incoming transformer bay. The distance of this 66kV substation from existing 220 kV switchyard is around 4-5 KM. The water washing of this 66kV substation is to be carried out after 04.00 PM.

The following is the total number of insulator strings in each type of bays of 220 KV switchyard including main bus bar insulators strings wherein each string consists of 15 numbers of insulator discs.

7. Generator transformer bay – 36 numbers of strings including bus bar strings
8. Station transformer bay – 36 numbers of strings including bus bar strings
9. Bus coupler bay – 30 numbers of strings including bus bar strings
10. Transmission line bay – 30 numbers of strings including bus bar strings
11. Bus Sectionalizer bay – 18 numbers of strings
12. Dummy bay – 18 numbers of strings including bus bar strings

- The water washing shall be done with sufficient/recommended high pressure (500 to 1500 psi) jet of DM water. The pressure of water shall be such that the jet should reach the last petticoat of the insulator string and shall thoroughly clean all the petticoats of insulator. Conductivity of DM water should be measured at the DM plant before using it.
- The pressure of water jet shall be in such a way that the jet moves in the form of small discontinuous particles (aerosol) resulting in zero leakage

current through the hose pipe and the connected equipment. The pressure required for aerosol formation of DM water and the distance from which the water jet is to be sprayed so as to limit the leakage current to specified value should be confirmed before starting the work. Two jets directed from different angles shall be used to clean the insulators starting from the lower most insulators up to the uppermost insulator slowly. The washing process is to be continued till the hissing sound due to corona gets completely eliminated.

C. CONTRACT COMPLETION PERIOD:

All the works shall be completed within time frame given from date of clearance by GIPCL for each job as it involves shutdown of critical equipment / bays. The entire job shall be carried out within time frame given by GIPCL SLPP on each occasion. Advance notice of one week shall be given for each occasion for deputation of man power to our site.

GIPCL may release fronts simultaneously so that work is completed as early as possible.

A joint record between GIPCL & Bidder for the release of fronts/clearances and Completion dates for these fronts shall be kept for monitoring and recording completion schedule.

D. CONTRACT PRICE VARIATION

The rates shall be fixed and not subject to any price escalation due to any reasons whatsoever during entire period of contract except variation in statutory taxes/duties if any which shall be paid against documentary evidence only.

However, the scope of work may have quantity variation and the contract price variation on this account shall be limited to + (plus) / - (minus) 30% only.

III. DETAILED SCOPE OF WORK

15.1 Estimated Price

The total estimated price for the work detailed below is Rs. 16.57/- Lac including GST (@18%).

15.2 DETAILED SCOPE OF WORK: -

- The scope of work consists of bay wise water washing of insulators and discs in live condition of that particular bay (hot line condition of 220 KV switchyard bay suspension as well as tension insulators) with safety to engaged man power and equipment / system. These insulators are installed at various gantry / towers / building in string form to provide isolation to gantry / tower / building from live line i.e. 220 KV & 66 kV systems at different heights from ground.

- Offline Water washing of insulators, CT, PT, Breaker, BPI and Isolators for entire 66 kV substation for our 5 MW Solar Plant comprising of two outgoing line bays and one incoming transformer bay. The distance of this 66kV substation from existing 220 kV switchyard is around 4-5 KM. The water washing of this 66 kV substation is to be carried out after 04.00 PM.
- Water washing of CT, PT, Breaker and Isolators shall also be carried out for all bays while carrying out water washing of insulators in a bay.
- The following is the total number of insulator strings in each type of bays including main bus bar insulators strings wherein each string consists of 15 numbers of insulator discs.
 1. Generator transformer bay – 36 numbers of strings including bus bar strings
 2. Station transformer bay – 36 numbers of strings including bus bar strings
 3. Bus coupler bay – 30 numbers of strings including bus bar strings
 4. Transmission line bay – 30 numbers of strings including bus bar strings
 5. Bus Sectionalizer bay – 18 numbers of strings
 6. Dummy bay – 18 numbers of strings including bus bar strings
- The water washing shall be done with sufficient/recommended high pressure (500 to 1500 psi) jet of DM water. The pressure of water shall be such that the jet should reach the last petticoat of the insulator string and shall thoroughly clean all the petticoats of insulator. Conductivity of DM water should be measured at the DM plant before using it.
- The pressure of water jet shall be in such a way that the jet moves in the form of small discontinuous particles (aerosol) resulting in zero leakage current through the hose pipe and the connected equipment. The pressure required for aerosol formation of DM water and the distance from which the water jet is to be sprayed so as to limit the leakage current to specified value should be confirmed before starting the work. Two jets directed from different angles shall be used to clean the insulators starting from the lower most insulators up to the uppermost insulator slowly. The washing process is to be continued till the hissing sound due to corona gets completely eliminated.

15.3 ARRANGEMENTS TO BE MADE BY THE BIDDER

1. Bidder shall bring required mobile tanker, hot line washing equipment complete along with all accessories, tools, tackles etc. required for carrying out water washing job. Shifting of these equipment, tanker, tools, tackles etc. within the plant is in the scope of Bidder.
2. Bidder should make all arrangements of tools, tackles, ladders, welding machine, welding rods, gas cutting machines, cylinders, safety PPE's, wire rope, chain pulley block, D-shackles, all kind of D type and Ring type spanners set, adjustable wrench etc.
3. The workmen deputed for carrying out the work shall be properly supervised for quality of work, safety etc.

4. Intra-site transport of man & machine is in scope of Bidder. Spares, material transportation from warehouse to site & site to scrap yard/designated location.
All other facilities required to complete the work successfully, not specifically brought out in this specification, but is required for completion of work.
5. All left out material after completion of work is to be transported back to warehouse after proper reconciliation.
6. All scrap generated during restoration work should be cleared and all scrap to be shifted to designated location by GIPCL.

15.4 FACILITIES TO BE PROVIDED BY GIPCL

GIPCL shall provide the following required material as free issue items.

1. GIPCL shall provide DM water having conductivity less than 0.6 micro-Siemens per cm. Bidder shall carry conductivity meter and verify conductivity of DM water at our DM plant before taking into storage tank. Quantity of DM water required per day will be intimated well in advance by Bidder. However, transportation of DM water from our DM plant to site 220 & 66kV switchyard will be arranged by the Bidder at its own cost. The required tank shall also be arranged by Bidder at site at their own cost.
2. GIPCL shall provide 3-phase or 1-phase required power supply for the purpose of welding, fabrication and other miscellaneous works.
3. GIPCL may provide hydra / tractor for ease in work execution on free of cost basis if required on availability basis
4. Required isolation and height / high voltage permits
5. GIPCL may provide accommodation to Bidder engineer, workman subject to availability on chargeable basis. We may provide one room in our Narmada Guest House for your engineer / supervisor and one un-furnished A type quarter for remaining staff on chargeable basis. Food in the industrial canteen shall also be provided on chargeable basis.
6. GIPCL shall provide space for storage of material However; it shall be responsibility of the Bidder for the safety and security of his material.
7. Necessary hot permits

15.5 Special Terms and Conditions

1. All T&P required for safe and complete maintenance of the job are in the scope of Bidder
2. The bidder shall deploy sufficient skilled and trained man power to execute the scheduled jobs.
3. The deputed skilled man power shall have experience in water washing of insulators in cold line as well as in hot line condition in 220/66kV and above switchyard. More over 2 to 3 persons in the team, who will work at all elevations should be trained persons from the Hotline training centers (HLTC) recognized preferably by NPTI in the area of Hotline Maintenance. Copy of valid certificate issued by recognized hot line centre (preferably NPTI) in the name of the deployed trained persons is to be submitted by the Bidder prior to execution of work. Records of work experience of workmen doing hot line work for last three years should be provided.
4. Any safety precautions required before taking up the work on the bay has to be arranged by Bidder i.e. earthing on either side of locations, safety belt etc.

5. All the safety regarding human lift and as per Indian electricity rules is to be observed by Bidder and regarding any violation of these GIPCL SLPP will not take any responsibility.
6. For washing work all tools and tackles required is to be arranged by the bidder.
7. After completion of water washing work engineer in-charge of GIPCL SLPP will inspect the work and if any defect is found then the same is to be attended up to the satisfaction of engineer in-charge at Bidder's cost and risk.
8. During water washing work if any damage is done to GIPCL SLPP property such as insulator, conductor hardware etc., and the cost of the same will be recovered from Bidder.
9. Bidder has to work as per location and bay allotted in 220/66kV switchyard.
10. Water washing of insulators shall be carried out after notification by the engineer in-charge or his duly authorized representative. The bidder shall ensure that the work shall be carried out without any damage to the equipment.
11. The Bidder has to arrange for lifting / approach arrangements required at his own cost.
12. The Bidder shall be fully responsible for the safety of his workmen and shall take all the necessary safety precautions to avoid any accident while working at all elevations and in live line conditions. Bidder shall arrange proper and sufficient number of PPEs like hot line suit, helmets, shoes, safety belts and hot line tools etc. at his own cost as per the rules in force from time to time during the contract period.
13. If any workmen / labor are sustained with any minor / major injury / mishaps while on job shall be at risk and cost of the Bidder without any extra cost to GIPCL SLPP.
14. The safety of Bidder's workers / staff is the responsibility of the bidder and GIPCL SLPP can act only in advisory capacity.
15. Water washing work shall be discontinued while there is any indication of lightning or other inclement weather in the surrounding area.
16. Water washing work shall be monitored by a supervisor well trained and certified. The supervisor shall observe and direct the work while water washing job is being performed and is to remain on the jobsite in nonworking status and strict attention to the on-going procedural activities as the remaining bays of 220/66kV switchyard shall be charged condition except bay in which water washing activity is going on.
17. All T&P connected with hose pipe should be earthed so as to earth any leakage current passes through it.
18. The hose pipes should have sufficient strength to withstand the pressure for continuous applications.
19. Bidder will have to provide skilled labor for this work and child labor under the age of 18 years will not be allowed.
20. The water washing equipment shall be provided with leakage current detector and other protection system to monitor the leakage current through the nozzle. GIPCL shall not be responsible for the safety of the personnel and equipment of the Bidder.
21. All cleaning / washing shall be done as per the best engineering practices and to the satisfaction of engineer in-charge.
22. Washing shall be done with the Bidder's equipment and trained crew under the direct supervision of duly authorized supervisor of the Bidder.
23. During water washing work, it should be ensured that the water droplets do not fall on the un-cleaned insulators/any equipment due to wind direction.
24. No idle charges will be paid by GIPCL in case your crew remained idle on account of rains / cloudy atmosphere

25. Bidder will take all safety precautions during water washing work to avoid any flash over.
26. Before going to the work site all equipment and tools shall be inspected and checked for correct operation.
27. No live line team members on the location shall wear any metallic chain, wristwatch or ring to avoid any circulating current
28. The Bidder has to ensure that all the workmen shall use the safety equipment during the execution of work. If the workmen are found working in unsafe manner, GIPCL is free to take suitable action against the workmen including forfeiting of his gate pass.
29. If a workman sustains any minor / major injury while on job, the Bidder shall bear all the expenses towards medical treatment and compensation without any extra cost to GIPCL.
30. If any person / labor of Bidder is found misbehaving or causing any nuisance in the opinion of engineer in-charge, then the concerned personnel shall be removed from the work/site and the person/labor so removed, should not be allowed to work further.
31. The Bidder / firm shall be solely and fully responsible for any mishap / accident of his workers at site of work and GIPCL will not have any liability and responsibility for such accidents or other financial implications.
32. The watch and ward of T&P and other material will be the responsibility of the Bidder.

LIST OF ANNEXURES

Sr. No	Annexure	Description
1	A	BANK GUARANTEE FORMAT FOR EMD
2	B	SCHEDULE OF DEVIATION
3	C	PROFORMA BANK GUARANTEE FOR ORDER PERFORMANCE
4	D	STATUTORY COMPLIANCE OF LABOUR LAWS
5	E	PREQUALIFICATION REQUIREMENT
6	F	Schedule of Quantities and Rates
7	G	Performa Certificate
8	H	Declaration cum undertaking for safety laws and regulations compliance
9	I	Price Schedule
10	J	Entry Gate Pass Format

ANNEXURE -A

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref Bank Guarantee No.....
Date

Guarantee cover period: From To

To

M/s. Gujarat Industries Power Company Limited
At & Post – Nani Naroli
Taluka Mangrol
Dist.Surat-394 110

Dear Sirs,

In accordance with your “Invitation for Bids” under your Specification No..... Dated
M/s..... having its Registered /Head office at
(herein after called the Bidder) wish to participate in the said bid for

As an irrevocable bank Guarantee against bid guarantee for an amount of valid for one (1) year from is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the Bank at having our Head Office at (local address) Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the “Purchaser”) (In figures) (in words) without any reservation, protest, demur and recourse. Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.

Contd....2

(2)

This Guarantee shall be irrevocable and shall remain valid up to if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from on whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this day of
20 at

.....
(Signature)

.....
(Name)

Designation with Bank stamp:

Attorney as per Power of
Attorney Number

Dated

Notes

1. The Guarantee validity should be 180 days.
2. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.

Annexure C

PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE (To be executed on non-judicial stamped paper)

B.G. No. _____ Date: _____

Bank Guarantee Cover period fromto

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. _____ (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 (Name of Work) “_____” on the terms and conditions as set out inter alia, in the Company’s contract No./ Work Order No. _____ date: _____ and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for 10% (Ten percent) of the annual 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 _____ (name of Bank) having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. _____(Rupees _____ only).

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

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____. 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 contractor & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. We _____ (name of Bank) further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) and shall remain in force till _____. Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date _____

..... Bank
Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized person
On behalf of the Bank

With Seal & Signature code

ANNEXURE - D

COMPLIANCE OF LABOUR LAWS

Statutory compliance on the part of Bidder is as under:-

1. The Bidder shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Bidder 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 Bidder from time to time for performing the contract job.
 - 3.1 The Bidder 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 Bidder shall be employee of the Bidder.
 - 3.2 The Bidder 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 Bidder 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 Bidder from GIPCL.
 - 3.4. The Bidder 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 Bidder shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labor (Regulation & Abolition) Act-

1970, Employees Provident Fund Act etc. Under intimation to HR & Adman Dept.

- 3.6 The Bidder 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 Bidder 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 Bidder shall take Employee Compensation Insurance Policy for all his employees working at SLPP. The Bidder shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Bidder 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 Bidder 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 Bidder shall replace them immediately.
- 3.11 The Bidder 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 Bidder. The Security deposit will be released to the Bidder at the end of the contractual tenure subject to an undertaking by the Bidder 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 Bidder 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 Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13 The Bidder 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 Bidder shall provide items / kits to his employees such as safety shoes, safety helmet, safety goggles, ear plugs, insulated hand gloves, full body safety belts etc., if any, required under the law.

3.15 The Bidder shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.

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.

Annexure-E

Prequalification Requirement:

Sr. NUMBER	Description	Vendor Details
1	<p>Bidder's average annual turnover for last three financial years shall be more than Rs. 2.48/- Lac. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India, for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.</p> <p>The Net worth at the end of the last financial year 2023-24 should be positive and same should be certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India</p>	
2	<p>Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years (FY 2023-24, 2022-23, 2021-22, 2020-21, 2019-20) ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last Three years out of last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:</p> <ul style="list-style-type: none">a. One similar completed work each costing not less than the amount equal to Rs. 6.62 Lacs with GST, taxes. <p style="text-align: center;">OR</p> <ul style="list-style-type: none">b. Two similar completed work each costing not less than the amount equal to Rs. 4.14 Lacs with GST, taxes. <p style="text-align: center;">OR</p> <ul style="list-style-type: none">c. Three similar completed work each costing not less than the amount equal to Rs. 3.31 Lacs with GST, taxes.	

	Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients	
3	Bidder has to attach Performance certificates from previous clients for similar kind of insulator water washing works in 220 KV & above switchyards	
4	Bidder or his associate firm should have valid Electrical Supervisory License.	
5	Bidder should possess valid PF Number. Bid without proof of the same shall be rejected	
6	Bidder should enclose PF code allotment letter along with valid Labor License and valid EC Policy copies of previous orders.	
7	The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copy of the same is to be submitted.	
8	Bidder has to submit GST registration number. Copy of same should be submitted.	
9	The bidder should possess all such licenses applicable, which are necessary for the execution of the job.	
10	Bidder should provide copy of valid certificates issued by recognized hot line training centers HLTC (preferably NPTI) in the name of the deployed trained persons who will execute the work of hotline insulator water washing work if any at site. Bidder should also submit records of work experience of workmen doing hot line work for last five years	
11	Bidder should have executed such type of insulator water washing jobs in 220KV & above switchyard for Main plant 220kV switchyard for the clients like NTPC, PGCIL, state transmission utilities etc. and necessary supporting documents shall be submitted in the form of work order executed during last five years from the date of tender.	
12	The equipments used for water washing must be tested and approved by CPRI / Approved government testing laboratory. Relevant documents for verification must be furnished.	
13	<p>Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.</p> <p>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 these regards as final and binding on the Bidder without any demur</p>	

	<p>and that no further correspondence shall be done in this regard at any stage.</p> <p>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 / Bidder 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 / Bidder shall be recovered from the pending bills or any other dues payable to the Bidder / Bidder, if any or otherwise through any other recourse available under the Laws. Bidder should possess valid electrical Bidder's license and electrical supervisory permit of Bidder's supervisor</p>	
14	Bidder should enclose complete tender document duly signed and stamped on all pages as a proof of acceptance of all terms and conditions given in tender document	

Annexure-F

SOR Rates (Price Schedule):-

Item No.	Item Description	UO M	Qty.	Unit rates excluding taxes	TOTAL in Rs. excluding taxes
1	Insulator Hot line water washing for 220KV switchyard bays as per scope of work mentioned in tender document including water washing of CT, PT, BPI, Breaker and Isolator	Nos.	78 Bays	15649=00	1220622=00
2	Offline Water washing of insulators, CT, PT, Breaker, BPI and Isolators for entire 66 kV substation for our 5MW Solar Plant comprising of two outgoing line bays and one incoming transformer bay. The distance of this 66kV substation from existing 220/66kV switchyard is around 4-5 KM. The water washing of this 66kV substation is to be carried out after 04.00 PM.	Nos.	2 cycles of water washing of entire 66 KV switchyard	26082=00	52164=00
3	Mobilization / Demobilization	Nos.	6	21909=00	131454=00
	Total contract value without GST in Rs.				1404240=00
	Total contract value with GST in Rs.				1657003=00

- The above rates are inclusive of all supervision / labor cost, tools, tackles, safety PPE, all taxes (excluding GST tax).
- GST shall be paid at actual as per prevailing rates
- Rates shall be FIRM for the entire contract period of TWO year from the date of work order

ANNEXURE- H

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

Further, IName of Party/Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf ofName of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-G

PROFORMA CERTIFICATE
(No claim, No arbitration)

To,
Chief General Manager (RE & SLPP)
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
Village: Nani Naroli, Ta. Mangrol,
Dist. Surat – 394112 (Gujarat).

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

1. The measurement certified in final bill is full and final. We accept all the certified measurements and no claim related to the measurement is left.
2. The payment certified in that or above referred 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 LOI than those items certified in the bills.
7. We are accepting the recoveries or hold amount from our bills, if any, made by GIPCL against non compliance or as decided by GIPCL within terms & conditions of contract.
8. We have paid royalties, taxes for all the materials procured by us, for carrying out the works for above LOI and we indemnify GIPCL from any liability arising thereof.
9. In case of any disputes arising in future related to payment of royalties, all liabilities of settlement of dispute and its payment if any, will be borne by us.
10. We have paid wages to all the workmen who were deployed by us for carrying out above referred work as per prevailing Minimum wages act. We have also fulfilled all requirements of the P.F. Act. We have maintained all records necessary as per the statutory requirements. We hereby indemnify GIPCL from any disputes arising in future related to payment of labors, Provident Fund, etc.. and confirm that all liabilities of settlements of disputes and their payment is our responsibility.

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

For, M/S. _____

Signature, Stamp and date.

Annexure-I

Price Schedule:-

SR. No.	Particulars	Scheduled Amount in Rs. without applicable taxes & with GST tax @18%
1	Insulator Hot line water washing for 220 KV bays & Cold line water washing of 66kV complete switchyard including water washing of CT, CVT, BPI, PT, Breaker and Isolator as per scope of work mentioned in tender document	1657003=00
2	Service Charge of Bidder in % of Scheduled Amount: in + (plus) or – (minus) without applicable service tax	
3	Rate of present applicable GST tax is considered as @18%	

- GST tax shall be paid at actual as per prevailing rates however Bidder to clearly mentioned the applicable GST tax rate in their price bid