



**GUJARAT INDUSTRIES POWER COMPANY LTD.  
(SURAT LIGNITE POWER PLANT)  
(4 x 125 MW Power Generating Units)**

**SPECIFICATIONS FOR “STRENGTHENING OF JNT-1 (JUNCTION TOWER-1)  
COLUMNS”**

**E-TENDER NO:-**

**ADDRESS:**

**GUJARAT INDUSTRIES POWER CO. LTD.,  
(SURAT LIGNITE POWER PLANT)  
AT & POST: NANI NAROLI  
TALUKA: MANGROL  
DIST: SURAT  
PIN: 394 110 (GUJARAT)  
PHONE: EPABX (02629) 261063 to 261097  
FAX NO: (02629) 261074/261085/261080**

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

**Sub: The Rate Contract for “STRENGTHENING OF JNT-1 (JUNCTION TOWER-1) COLUMNS”**

**INSTRUCTIONS TO BIDDERS**

**1. PROJECT SYNOPSIS**

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named **COMPANY/GIPCL**), is a premier power utility in the state of Gujarat with an installed capacity of 810 MW thermal and 5 MW solar power plant. GIPCL is also developing Wind Power Projects in the State of Gujarat and in process of implementation of 2x1 MW Distributed Solar Pilot Project at SLPP. Surat Lignite Power Plant (SLPP) with four units of 125 MW capacities each is located at village Nani-Naroli, Taluka Mangrol, District, Surat in Gujarat. GIPCL has also developed its own lignite and Lime stone mines close to the Power Plant. The plant is based on Circulating Fluidized Bed Combustion technology for the boilers where lignite is burnt along with limestone in the furnace of the boiler.

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad highway. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and State highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

The Present bid is for “**STRENGTHENING OF JNT-1 (JUNCTION TOWER-1) COLUMNS**”

- 1.1 Junction Tower (JNT-1) is the common Tower for both the Phase-1(Unit#1 & Unit#2) bunkers and Phase-2(Unit #3 & Unit#4) bunkers. The 2 Stream Conveyor gallery of BCN 6A/B is feeding lignite to the downstream conveyors BCN 7A/B (Towards Phase-1 bunkers) and BCN 7C/D (Towards Phase-2 bunkers) through 2 Nos. of Flap Gates.
- 1.2 JNT-1 structure consists of 9 columns in area of 15 meter to 13 meter having 3 grid(each grid consist of 3 columns).The total Height of JNT- Tower is 56.3 Mtr EL Top of Steel (T O S) and Top of RCC (T O R) is 56.475 Mtr EL and out of that 0 to 40.275 TOS (Top of Steel) Mtr Elevation, there is no approach to carry out the work without scaffolding. Available GA drawing of JNT-1 is attached for reference purpose only.
- 1.3 It is not the intent to specify completely herein, all details of design and construction, of the structures / works covered under this enquiry. All works shall confirm in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance in a manner acceptable to the GIPCL.

GIPCL shall have the power to reject any works or materials, which in his judgment are not in full accordance with the specification requirements. In case of any conflict regarding the interpretation of the intent or meaning of the specifications or drawings, GIPCL shall interpret such intent or meaning, which will be final and binding on the Bidder.

- 1.4 The information given in this specification is in good faith and meant to serve as a guide to the Bidder. It is, therefore, imperative that Bidder shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work under this enquiry. The submission of a tender by a Bidder implies that he has fully read the specifications, bid drawing, and General Conditions of Contract and made himself aware of the scope and the specifications for the work to be performed and local conditions and other features which have a bearing on the cost and execution of the work. The GIPCL shall not pay any extra charges for any reason whatsoever.

## **2. SUBMISSION OF BIDS**

Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below

Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process through e-tendering. In case of any queries related to e-tendering system, Bidder may write/contact at following details:

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

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

Bid shall be submitted in two parts namely: Technical-cum-Commercial Bid and Price Bid as per following:

### 3. BRIEF DETAILS

Sr. No.	Description of Item	Particulars
1.	Scope of Work	<b>“Strengthening Of JNT-1 (Junction Tower-1) Columns”</b>
2.	Completion Schedule	The total contract period shall be 60 days from the date of LOI
3.	Mode of Tendering	Open Competitive Two Part bidding.
4.	Tender Fee (Non-refundable)	Rs. 2000/- (Rupees Two Thousand Only) in form of DD in favour of “Gujarat Industries Power Company Limited” Payable Motamiya-Mangrol or Nani Naroli, Gujarat
5.	Earnest Money Deposit (EMD)	Rs. 100,000(Rupees One lakh only) along with the bid in form of DD/BG in favor of Gujarat Industries Power Co. Ltd.
6.	Tender documents available for download on website	From 19/01/2018 to 30/01/2018 up to 15:00 hrs IST from <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> OR Bidder can also view and download the tender document from GIPCL Website <a href="http://www.gipcl.com">http://www.gipcl.com</a>
7.	Mode of Submission of Bids	<p><b>Part- I (Techno-commercial Bid)</b> shall be submitted in Physical form in a separate sealed envelope super scribed with “<b>Part-I: Techno-commercial Bid</b>” as well as Tender No. and Due Date.</p> <p><b>EMD &amp; Tender Fee</b> shall be submitted in a separate sealed envelope super scribed with “<b>EMD &amp; Tender Fee</b>” as well as Tender No. and Due Date.</p> <p>The above 2 envelopes shall be put in one common sealed envelope super scribed with Tender No. and Due Date and submitted to Bid submission address mentioned below.</p> <p><b>Part-II (Price Bid) is STRICTLY TO BE SUBMITTED ONLINE on or before due date and time</b> to <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> in line with Instructions to Bidders as per RFP, (n)procure</p>

		guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard . <b>Bid submitted with Physical Price Bids Envelope shall become liable for rejection.</b>
8.	Last Date (Due Date) and Time for <b>Online bid Submission</b> (Techno Commercial Bid & Price Bid)	<b>Date</b> : 30/01/2018 <b>Time</b> : 15:00 hours (IST) <b>On N-Procure portal for Bid Submission.</b>
9.	Last Date (Due Date) and Venue for Submission of Techno commercial <b>Physical Bid</b> (Part – I)	<b>Date</b> : 01/02/2018 <b>Time</b> : 15:00 hours (IST) <b>Venue:</b> GUJARAT INDUSTRIES POWER CO. LTD., (SURAT LIGNITE POWER PLANT) AT & POST: NANI NAROLI TALUKA: MANGROL DIST: SURAT PIN: 394 110 (GUJARAT)
10.	E-Reverse Auction	Will be informed by GIPCL to all eligible bidders.
11.	Validity of Offer	The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of Bid submission.

**NOTES:**

1. Amendment / corrigendum of the tender document, forms, schedules, etc.. may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <https://gipcl.nprocure.com>
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-  
**Addl.General Manager (SLPP)**  
Gujarat Industries Power Company Limited  
Surat Lignite Power Plant  
At Village:Nani Naroli,  
Taluka: Mangrol,  
Dist.:Surat-394 110, Gujarat.  
Phone: (02629) 261063-72. E-Mail: [lcpatel@gipcl.com](mailto:lcpatel@gipcl.com)

#### **4. PLANT VISIT**

The Bidder is advised to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <http://etender.gipcl.com/> or [nprocure.com](http://nprocure.com) to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

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

The Bidder is deemed to have examined and understood the tender document, obtained his own information in all matters whatsoever that may affect the works to be carried out especially mentioned or works which may have to be carried out to fulfill his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

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

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

## 5. SCOPE OF WORK

- 5.1 The specification covers the technical requirements for design, engineering, preparation & submission of fabrication drawings, fabrication & erection of Plates for strengthening of JNT-1 Columns, shot blasting with SA2 ½ finish for total JNT-1 Structures Works followed by supply of epoxy paint and painting after necessary surface preparation with SA2 ½ finish. Also supply of all labor, tool and tackles, consumables & Scaffoldings along with jacks to carry out the JNT-1 strengthening work. All the works shall be carried as per approved QA procedures.
- 5.2 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 5.3 Quantum of job mentioned against all items in the price bid is indicative only & may vary  $\pm 20\%$  as per site requirement & not to be construed as maximum or guaranteed quantity. Job is to be carried out on turnkey basis including, supply of epoxy paints, fabrication, erection of structural steel, dismantling of existing structure, to complete the job in all respect.

## DETAILED SCOPE OF WORK

### A. STRENGTHENING OF JNT-1 COLUMNS

1. Before starting of fabrication work party has to prepare a drawing by actual measurement from existing structure and drawing is to be approved by GIPCL.
2. Preparation of fabrication drawing and approval of the same for important connection by GIPCL/Engineer.
3. Strengthening of all 9 Nos. of columns of JNT-1 Tower and each column consist of 3 nos. of beam in H type. Total 274.5 Running meter of Columns webs shall be welded by MS Plate of 10mm Thick x 390mm / 350mm / 300mm approx. (depends on beam size of ISMB 450, ISMB 400 & ISMB 350 respectively as per site measurement) inside the web(03) of each three columns and 2 Nos. of cover plate of MS Plate of 10mm Thick x 470mm / 420mm / 370mm approx. (depends on beam size of ISMB 450, ISMB 400 & ISMB 350 respectively as per site measurement) outside with flange to flange up to for each column. Stiffeners of MS Plate of 10 mm thick inside the web shall also be provides as per requirement.
4. Condition of JNT-1 columns at higher elevation is not accessible. After carrying out shot blasting, there is a possibility that strengthening of column by providing the plate as mentioned above may not be sufficient/feasible than party has to design and prepare drawing of necessary temporary supporting arrangement for the same and after third party approval to be submitted to GIPCL for approval before execution. In that case any extra/additional work will be certified on per MT basis derived from final rate only. { Weight considered for strengthening of 1 Mtr Column is 139 Kg. Formula will be ( Final Rate/unit weight considered for strengthening )} . The extra/additional work has to be properly shot blasted and painted as given in below points.

5. Bidder to note that work of JNT-1 Tower Bracing replacement is under progress and the successful bidder has to work in same area in parallel without any interference to existing work/contractor in time period mentioned in the tender.
6. Manufacturing / Fabricating, inspection at the Bidders works/ SLPP site.
7. Required steel, fasteners shall be provided by GIPCL.
8. Shifting of Steel and required fasteners from GIPCL Ware house to Site is in the Bidder's scope.
9. Loading unloading of material at site is in the Bidder's scope.
10. Deployment of qualified men and suitable equipment/machinery at site for erection including cranes.
11. Before doing complete drawing, fitment is to be checked by GIPCL.
12. After completion of welding party has to carry out shot blasting with copper slag with SA2 ½ finish.
13. After completion of shot blasting first coat of epoxy paint is to be applied within 4-6 hours.
14. Painting of fabricated items like fabricated web plates, cover plates and JNT-1 Nine columns ( 274.5 Mtr) where plates are welded OR any strengthening work is done shall be painted by providing and applying two coats of minimum 200 micron DFT High Build self priming epoxy primer (Composition: Modified epoxy, cured with polyamidoamine) each coat of 100 micron DFT followed by first coat of aluminium shed, second coat of light grey shed and two coats of Acrylic Polyurethane paint (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides), each coat of minimum 30 micron DFT followed by third coat of dark grey shed and fourth coat of smoke grey on structural steel complete at all elevations after proper shot blasting with copper slag with SA2 ½, finish & final surface cleaning with cotton waste before application of primer (in case of application of primer is delayed due to any reason, the surface preparation shall be redone at no extra cost to GIPCL), including providing approved MS pipe scaffolding with clamps, safety nets, cherry packers, covering the surrounding areas with plastic sheet/tarpaulin wherever required, etc... as directed by Engineer-in-charge and as per manufacturer's detail technical specifications with all materials, labor, tools & tackles, standard safety tools & tackles standard safety PPEs, etc.
15. Supply of epoxy paint will be in your scope & it shall be of standard make (BURGER, ASIAN and ICI) only.
16. Consumables like wire brush, painting brush, container for handling the Paint, cloth if required for cleaning the surface etc. and Manpower with other Resources are in Contractor's scope.
17. Scaffolding material, overhang platform material and if required Cherry packers shall be in Contractors' scope.
18. Contractor has to make their sub-store for storing the paints at site. The material to be properly stored & to be applied before expiry is in contractor's scope. The proper Handling of empty paint drums are also in contractor's scope.



## **OTHER INSTRUCTIONS: -**

1. This work is of high altitude (40 meter elevation), hence party has to take all the precaution and safety measures for executing the job safely.
2. Party has to deploy safety supervisor exclusively round the clock while work is going on.
3. Work is to be carried out round the clock all the days.
4. Working height is 0 to 40meter+ for JNT-1
5. Temporary supports required for work execution is in your scope, steel will be provided by GIPCL if available on returnable basis.
6. Before starting of the work required HOT, HEIGHT & Equipment clearance permit are to be taken.
7. Arrangement for lighting at the work spot while carrying out fabrication, dismantling and erection activities has to be made by the Bidder. He has to arrange all lighting equipments such as power cable, halogen light fixture, hand lamps etc. The Bidder has to take prior approval for taking electrical power supply.
8. Before starting the work all tools & tackles to be verified with GIPCL representative and certificates of lifting tools/tackles, vehicle license along with other legal & statutory requirement is to be submitted for GIPCL verification.
9. Necessary gate-pass for manpower is to be obtained from HR & A and security dept. before mobilization for the work.
10. The Bidder has to take group insurance policy for their workmen. The Bidder has to submit labor license and PF account number to the Engineer In charge before start the work.
11. 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 his own cost.
12. Watch & ward of equipments and steel issued to you is in your scope.
13. Hydra will provide by GIPCL for loading & unloading only, all other equipments are in your scope.
14. Provision of scaffolding material for erection work will be in the scope of the Bidder. The scaffolding shall be with pipe and clamps, metallic jellies.
15. The Bidder shall have to submit daily reports showing fabrication work carried out including material / consumables etc. used.
16. It is not the intent to specify herein all the works in the scope of this contract. The scope also includes all works necessary, which are not specifically mentioned here but required, for effective execution of entire scope of work in all respect within time bound periods and are deemed to be included in the scope of the BIDDER. All works shall conform to the specifications, safety norms, legal & statutory requirements.

17. Before starting the work all tools & tackles to be verified with GIPCL representative and certificates of lifting tools/tackles, vehicle license along with other legal & statutory requirement is to be verified with GIPCL safety after submitting required documents and checking
18. The Bidder shall have to submit daily reports showing fabrication work carried out including material / consumables etc. used.
19. Bidder have to deploy site-in-charge who will co-ordinate day to day activities with GIPCL and submit job-card daily.
20. Submission of reconciliation statement of steel after completion of entire work is in your scope
21. Actual work will be checked in running meter of column strengthen by providing the plates as per scope on measurement basis and accordingly steel will be reconciled.
22. At the end of every month, Bidder has to submit steel reconciliation statement while submitting monthly R A bill. The monthly bill will be processed on the basis of daily job-cards and steel reconciliation statement.
23. It is a pre-condition that the Bidder and the persons deployed by him are for a Contractual period only.
24. Bidder has to prepare job card for each work permit which is to be filled & verified immediately after completion of work. This payment of each work will be verified based upon job card only.
25. Party has to deploy qualified manpower along with required tools-tackles in sufficient number as per Annexure-1.
26. Twists and bends shall be removed before fabrication.
27. All cutting edges should be grinded properly.
28. All holes are to be drilled, no cutting is allowed.
29. Welding thickness as per approved drawing.
30. Fabrication to be done with standard electrodes (ADOR, L&T, ESSAB, D&H MAKE ONLY).
31. Welding is to be done by certified welders only.
32. If any damage occurs due to negligence of Bidder, he has to bear the entire cost of repair / replacement of equipment /machinery to the satisfaction of GIPCL.
33. Bidder shall make their own arrangement for transportation of manpower, T&P & consumables.
34. It is the responsibility of site in charge to segregate and remove the scrap from site within 02days after completion of work. Work will be certified by GIPCL Engineer In-charge only after removal of scrap to the scrap yard. 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 and it will be deducted in the RA bill.
35. Scaffolding, providing safety nets, and crane of required capacity and boom length for executing the work are in the scope of bidder.

36. For shifting of scrap/dismantled material to scrap yard, provision of tractor/vehicle is in the scope of Bidder's
37. Before commencing the work, water washing of the area is to be done. As the area is fire prone, cutting and welding should be carried out after proper water washing of entire area. Water washing is to be done in co-ordination with fireman/ fire department. Area supervisor has to ensure that, the work area is free from fire hazard during and after completion of work.
38. Fire blankets are to be used where ever possible, while welding at erection front to avoid fire.

## **6. SPECIAL TERMS & CONDITIONS:**

### **1) TIME SCHEDULE:**

The total contract period shall be 60 days from the date of issue of LOI. Successful bidder has to mobilize all the required resources within 7 days from date of issue of LOI.

### **7. CONTRACT PRICE**

The Contract price shall be lumpsum price for procurement, manufacturing, inspection and testing, packing, forwarding, loading, transport and delivery to site including unloading from carriers at site, handling and storage at site, intra site transport, dismantling, fabrication, erection, alignment, welding, shoot blasting, painting, till take over including structural and architectural works, maintenance tool, custom duties and all taxes and duties, all insurance and technical requirements as specified in the technical specification.

The Prices shall remain firm except for statutory variations in taxes, duties, cess & other levies for supply. The taxes, duties, cess and any other government levies shall be paid at actual on production of proof subjects to maximum ceiling of amount indicated in the contract, if there is no change in legislation.

The introduction of new taxes/duties/cess and levies etc and the statutory variations in the taxes/duties/cess/levies for the delays beyond the completion schedule shall be to the account of the contractor for the reasons attributable to the Contractor.

### **8. PENALTY CLAUSE**

Party has to complete the entire scope of work with coordination with existing ongoing work within the time period mentioned in time schedule. For any further delay in work for reason attributed to contractor the penalty will be imposed as below.

- i) Rs. 5000 / Day for initial 10 days
- ii) Rs 10,000 / Day from 11<sup>th</sup> day till completion of work.

## **Schedule of Lumpsum Price**

1. The schedule of Lumpsum Prices shall be read in conjunction with the specifications, tender drawings General condition of contract and special condition of the tender documents. All the work shall confirm to specifications and the quoted Lumpsum Prices shall be deemed to include all works necessary to achieve this.
2. It must be clearly understood that the Contract is Lumpsum contract.
3. Lumpsum prices shall be quoted for all items and they shall be firm. These rates shall include cost of all plant and works, labor, materials, wastage, supervision, insurance, taxes, overheads, profits, etc. and every incidental and contingent cost and charges whatsoever required completing the items of work in all respects and as per specifications.
4. Bidders to furnish the Lumpsum Prices for all the applicable items given in schedule of Lumpsum Prices considering supply of all materials is in the scope of bidder.
5. Bidder shall be deemed to have allowed in his Lumpsum for the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of works, except for those temporary works for which specific items have been provided in the specification. The Lumpsum Prices shall also be deemed to include cost of any survey works that may be required to be carried out for laying out of all the works involved.
6. The rates quoted will remain same even if the shapes and sizes of plate/members shown on bid drawings are slightly modified during the approval of the final drawings, if required.
7. The price shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handing over the work to the purchaser by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract documents may not fully and precisely furnish them. He shall make such provisions in the prices as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work.
8. Lumpsum Prices quoted by the Bidder shall include the cost of (a) submission of all the specified number of prints and reproducible and (b) Incorporation of comments given by Owner.

**Break-up of Lumpsum work to be carried out in terms of percentage as under for Strengthening of JNT-1 Columns including shot blasting and painting and all associated works as mentioned in the scope.**

1	<b>Total Lump sum price for the entire scope of work defined in the specification</b>	<b>In Percentage (%)</b>
2	<b>Break up of Lump sum price for different activities in %</b>	
2.1	Cost of Fabrication, Dismantling, Erection, transportation, loading, unloading, fixing of scaffolding pipes, clamps, cost of Paint including supply with application after SA 2 ½ finish etc.	90%
2.2	Completion ,Commissioning & trial run	10%
2.3	Duties, Taxes etc	

Note: The above break up is only for general information and to get an idea for stage payments only. This breakup will not be used for evaluating the bids.

**9. GENERAL INSTRUCTIONS**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 Bidder has to quote rate for all the items mentioned in the Annexure of price bid. Bids received without quoting the rate for any of the item will not be considered.
- 9.6 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.

- 9.7 The tender documents shall not be transferable.
- 9.8 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 during the pre-bid meeting.
- 9.9 Conditional offers shall be rejected at the outset.
- 9.10 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.
- 9.11 Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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.
- 9.16 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.
- 9.17 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 9.18 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.

## 10. 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.

## 11. EARNEST MONEY DEPOSIT & TENDER FEES

The Bidder shall deposit earnest money ('EMD') of Rs.1,00,000/- (Rupees One Lakh only) along with the bid as per ANNEXURE-G. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details.

Sr. No.	Bank Details	Payable at Branch
1	Bank of Baroda	Mosali, Dist-Surat
2	State Bank of India	Nani Naroli Branch Code-13423
3	Any Other Banks	Surat

11.1 The EMD may, in the alternative, be submitted in the form of an irrevocable Bank Guarantee ('BG') in favor of Gujarat Industries Power Co. Ltd. from:

- (a) All Nationalized Bank including the public sector Bank or Private sector Bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or
- (b) Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or
- (c) Co-operative Bank ( The Kalupur Commercial Bank Ltd., Rajkot Nagrik Sahkari Bank Ltd., The Ahmedabad Mercantile Co-operative Bank Ltd., The Mehsana Urban Co-operative Bank Ltd., Nutan Nagrik Sahkari Bank Ltd.)

Performa of BG is as shown herein below in Annexure-G.

11.2 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days from the last date of the bid submission.

11.3 The EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.

11.4 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDERS as soon as the tender is finalised.

11.5 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.

11.6 No interest shall be payable on EMD.

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

11.8 The tender fee of Rs. 2000.00 DD shall accompany with EMD in Part-1 cover.

11.9 To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction

## 12. SUBMISSION OF BID

### A: MODE OF SUBMISSION

The bids shall be submitted online at <https://www.nprocure.com> or <https://gipcl.nprocure.com> within the dates along with the details of EMD in two parts as under:

Part 1 – EMD + Tender Fee + Techno-commercial bid without price in one sealed cover.

Part 2 – Price Bid.

**Note: EMD & Tender fee to be submitted in physical form within three working days after due date of closing of the tender.**

#### Part – 1

- a) **Techno-commercial + EMD + Tender Fees bid without price** shall be submitted along with following documents in physical form before due date.

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

The bidder has to submit supporting documents to fulfill eligibility criteria as per clause no.17 in Techno commercial bid:

Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and if found satisfactory, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concerned authority. After opening of Technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by e-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

**Bid not consisting of above documents shall be rejected.**

The entire above all documents are to be submitted at the following address before due date and time.



<p>EMD and other documents to be submitted in physical form within two working days after due date of closing of the tender.</p>	<p>Address for Submission:</p> <p><b>ADDITIONAL GENERAL MANAGER - SLPP</b>  <b>GUJARAT INDUSTRIES POWER CO. LTD.,</b>  <b>(Surat Lignite Power Plant)</b>  <b>Village – Nani Naroli, Taluka – Mangrol</b>  <b>District – Surat 394 110, Gujarat</b>  <b>Phone : 02629-261063 (10 lines)</b>  <b>Fax : (02629) 261073 / 261074</b></p>
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The envelope shall be clearly marked with SURAT LIGNITE POWER PLANT – TENDER for “**STRENGTHENING OF JNT-1 (JUNCTION TOWER-1) COLUMNS**” at GIPCL-SLPP.

**b) Price Bid**

1. Price bid shall be submitted only in soft form through [www.nprocure](http://www.nprocure) portal only.
2. The bidder shall fill the price schedule in the format given and the price shall be inclusive of cost of all manpower, consumables, tools and tackles, crane, transportation Safety and statutory compliance, etc.
3. GST shall be quoted separately **if applicable**. The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
4. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

**(b1): E-Reverse Auction after opening of online price bid**

1. To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on [www.auction.nprocure.com](http://www.auction.nprocure.com) and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction
2. Lowest three (03) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
3. Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (Lowest Quoted rate) shall be put up for starting e-Reverse Auction. e- Reverse auction shall be for reducing the rate and the bidders have to reduce their rates in decrement of value as decided before start of e-Reverse Auction.
4. After e-Reverse Auction process, L1 bidder shall be decided on lowest rate at the end of the e-Reverse auction process for entire scope of work mentioned in the tender.

## **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 authorised partners or other authorised representative(s). A certified copy of the power of attorney authorising 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 authorised to Bid on behalf of such Corporation/Company in the matter. A certified copy of the board resolution/power of attorney authorising 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-J** to these specifications. Only those deviations, which are listed in this Annexure, shall be considered. Deviations indicated elsewhere will be rejected.

## **13. MODIFICATION & WITHDRAWAL OF BID**

- 13.1 The Bidder may modify or withdraw its bid prior to the deadline prescribed for submission of bids.
- 13.2 No Bid shall be modified subsequent to the deadline for submission of Bids.
- 13.3 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.

## **14. POLICY FOR BIDS UNDER CONSIDERATION**

- 14.1 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.
- 14.2 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.

## **15. EFFECT & VALIDITY OF BID**

- 15.1 The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date Bid submission.
- 15.2 In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- 15.3 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 GIPCL.

## **16. OPENING OF BIDS**

- 16.1 The GIPCL will open the pre-qualification/Technical Bid/price bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.
- 16.2 Preliminary Examination
  - 16.2.1 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.
  - 16.2.2 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.

## **17. ELIGIBILITY CRITERIA**

The following criteria shall be adopted for evaluating and qualifying the bidders:

- a. Bidder should possess minimum three years of experience out of last five years of having experience of in the field of Design & Engineering, Erection Commissioning, testing of conveyor system including conveyor gallery of capacity not less than 800 TPH & erection of conveyor gallery width not less than five meters, weight not less than 35 MT for single gallery and height not less than 30 Mtr Work of any Coal/Lignite/Material Handling Plant and should enclose proof for the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificated from clients. The work completion certificate shall comprise of Order Value &

Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- b. Bidder should produce evidence of having experience of successfully completed similar works as defined in 17 a.) During last five years ending last day of the month previous to the one in which tender is invited. Satisfactory progress of ongoing works etc, secured from clients along with certified copied of documents / evidences preferably photo copies of work experience. The experience should be either of the following.
  - i. One similar nature of completed work / contract. The base contract value (excluding GST / Service Tax) of which shall not be less than the amount of Rs.38,00,000/- .

**OR**

- ii. Two similar nature of completed work / contract with base contract values (excluding GST / Service Tax) shall not be less than the amount of Rs. 25,00,000/-.

**OR**

- iii. Three similar nature of completed work / contract with base contract values (excluding GST / service tax) shall not be less than the amount of Rs. 19,00,000/-.

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

- c. Bidder should have annual turnover of Rs. 19 Lacs during last three financial years i.e 2014-15, 2015-16 & 2016-17. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years as mentioned above 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.
- d. The Net worth at the end of the last financial year 2016-17 should be positive.
- e. Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-Contractor will not be allowed and Price Bid of such Bidders will be rejected.
- f. Tender Fee: The Tender Fee shall be accompanied in form of Demand Draft.
- g. EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank.
- h. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- i. Bidder shall also enclose labour license and E.C policy copies of previous order.

- j. Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
- k. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit the “Declaration for Contractual Disputes/Litigations” as **Annexure-Q** attached.
- l. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as **Annexure -P** attached.
  - a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
  - b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.
- m. Attested copies of relevant documents duly signed & sealed on each & every page shall be submitted. The above documents will be analyzed and if found satisfactory, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concerned authority. After opening of Technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by e-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

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

Bidder shall furnish annual audited financial statement of the company for the last three years to demonstrate the financial soundness of the company. The balance Sheet must be in the name of the company who is purchasing the tender document. Any type of MOU for this purpose will not be entertained.

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

### **A: GENERAL**

- 18.1 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.
- 18.2 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.
- 18.2.1 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.
- 18.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the bid will be rejected.
- 18.4 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.
- 18.5 The commercial deviation, if any, shall be loaded to bring all the bids at par. The loading shall be carried out at an interest rate as 2% above PLR of SBI.
- 18.6 A bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the bid documents without any material deviation or reservation.
- 18.7 For the above referred purpose, a 'material deviation' shall be one which:
  - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
  - (b) Which limits in any substantial way and in a manner inconsistent with the bid documents, GIPCL's right or the bidder's obligations, under the contract, or
  - (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

## **19. RIGHT OF REJECTION OF TENDERS**

- 19.1 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.
- 19.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset itself.
- 19.3 GIPCL reserves the right to debar any bidder from participation in future bids if such bidder has quoted an abnormally low rate in the bid document/price bid.

## **20. AWARD OF CONTRACT**

- 20.1 GIPCL will award the contract to the bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation( After e-Reverse auction) 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.
- 20.2 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.

## **21. CONTRACT PERIOD**

- 21.1 The contract will be for a period of 180 days from the date of issue of LOI.
- 21.2 GIPCL reserves the right to extend the Contract Period for up-to 3 months on the same terms and conditions without entering into any new contract.

## **22. CONTRACT PERFORMANCE GUARANTEE (SD)**

- 22.1 The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Bidder's obligations.
- 22.2 The said SD shall be submitted in the form of a Bank Guarantee as per **ANNEXURE-H** attached herewith and the same shall be obtained by the Bidder in favour of the GIPCL within 21 days from the date of Letter of Intent (LOI)/Work order/Contract whichever is earlier from
- (A) A nationalised/govt. bank, or
  - (B) Any one of following Private. Banks:
    - ICICI bank,
    - IDBI bank,
    - Axis bank,
    - Kalupur Co-op bank,
    - HDFC bank
  - (C) Commercial Bank
    - Kotak Mahindra Bank,

Yes Bank,  
Ratnakar Bank,  
Indusind bank,  
Karur Bank,  
DCB Bank,  
ING Vyasya bank.

(D) Cooperative banks

Kalapur Commercial Bank Ltd,  
Rajkot Nagrik Sahkari Bank Ltd,  
Ahmedabad Mercantile Co-operative bank limited,  
Mehsana Urban Co-Operative bank Ltd,  
Nutan Nagrik Sahkari Bank Ltd.

The SD amount shall be equal to ten percent (10%) of the annual 'Contract Price' (excluding GST) and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications.

22.3 The SD/guarantee shall be valid for the entire period of the 'Contract' and claim period of SD/BG shall be up to 6 months from the date of completion of contract. If claim period is not given by the bank, BG should be valid for contract period plus three months.

22.4 However any delay in submission of initial SD will entitle the Company to cancel the contract /will result in equivalent late release of entire SD after SD retention period. i.e. the duration of the validity of the SD shall be extended by the number of days by which the Bidder delays in submitting the SD.

22.5 The amount of SD/Performance Guarantee will be returned to the Vendor/Bidder without any interest at the end of the 'Guarantee Period' subject to and after deduction of any amounts duly recoverable by the GIPCL hereunder.

**22.6 Performance Certificate**

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the OWNER / Engineer and delivered to the CONTRACTOR, stating the date on which the CONTRACTOR completed his obligations to the OWNER / Engineer full satisfaction.

**23. ASSIGNMENT AND SUB-LETTING**

The Bidder to note that subletting may be allowed in concurrence with GIPCL and bidder has to give its undertaking for the same.

**24. CLARIFICATION OF BIDDING DOCUMENTS**

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



explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

## **25. 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 depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iii) At the time of deploying manpower, the Bidder shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the 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.
- (iv) The Bidder shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gum boots, a other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
  - a) Safety shoes
  - b) Goggles / face shield.
  - c) Ear plug / Ear muff.
  - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves

### **B: TOOLS & TACKLES AND CONSUMABLES**

- (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. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding electrode, etc. would be in the scope of the Bidder.  
Note: the welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T.
- (ii) For proper maintenance of the plant, the Bidder is required to maintain a list of tools & tackles in good working condition at site. The tentative list of such tools & tackles is enclosed as **ANNEXURE-D**. The Bidder should note that this list is not exhaustive and if any additional tools and tackles are required for proper performance of the contract, the same shall also be arranged by the Bidder immediately with no extra cost to GIPCL.
- (iii) Provision of scaffolding material for maintenance work will be in the scope of the Bidder. The scaffolding shall be with pipe and clamps, metallic jallies.
- (iv) 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.
- (v) 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.
  - (vi) Insulation scrape materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed at a suitable location as per the instruction of engineer in charge.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. TERMS OF PAYMENT**

#### **A. Conditions of Payment:**

The contractor shall raise the invoices in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) for every month in respect of the work performed or completed during the previous month along with the documents as mentioned hereinafter. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (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 no. and the date of issue of registration certificate on invoices.
  - (c) Contractor shall also mention GSTN Number of GIPCL on Invoices.
  - (d) Claim of GST amount with percentage (%) separately shown on the invoices.
  - (e) The Contractor shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iii) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of minimum tools and tackles at site as per list attached in the tender document (i.e. ANNEXURE-D). The Contractor shall also furnish the checklist as per ANNEXURE-M enclosed with the tender document along with the RA bill of respective month.
- (iv) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Photo copies of wages register of previous month, photocopies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
- (v) The Contractor 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 Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.

- (vi) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.
- (vii) At the time of return of the Security Deposit, the Contractor 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 the Contract Period and shall remain unaltered during the entire Contract Period.

Item rates quoted, shall include cost of all consumables,( except free issue materials by GIPCL) labour, supervision, tools & tackles, transport,crane 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.

#### **C. Deductions from Contract Price**

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 monthly RA bills.

### **2. 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 labour laws and other statutory obligations with regard to this contract.
- (ii) The Bidder shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- (iii) Bidder shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, 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 labour license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same 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 Labour 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 labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when ever 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 labour 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 Labour (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 labour 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 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. 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.
- (xxv) The Bidder shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, orders in relation to the deployment of labour. 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.

### **3. SAFETY NORMS TO BE OBSERVED BY BIDDER**

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP plant and Mines premises and the Contractor shall brief them regarding the same and regarding the use of the personal protective equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the contract and the Contractor shall ensure that his workmen wear the protective equipment at all times during the work operation. Brand name for safety shoe and safety helmet shall be suggested by safety representative of SLPP site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of **YELLOW COLOUR ONLY**. Contractor will procure safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of IS 15298-2002 make.
5. It is duty of contractor to ensure that his workers are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all

- times when they are at work throughout the contract period. Contractor has to maintain PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
  7. The Contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
  8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
  9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
  10. The Contractor shall nominate one safety officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
  11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
  12. When working at height, working on ceiling or roof covered with fragile materials, full body harness, safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
  13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at the height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (Vertical) position only. All gas cylinders are hydro tested / certified as per Gas cylinder Rules 2004. Gas cylinders shall be stored, handled as per Gas Cylinder Rules 2004.

14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per 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.
15. 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 contractors regularly, every 6 month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milliamperes on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I) / Incident Investigation form (S-II) within time limit, if any accident / Incident occurred while working at SLPP site.
18. Contractor has to nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guideline.
21. Safety shoes to be issued to female employees also.
22. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
23. Penalty to be imposed for Violation of safety norms is proposed as follows:-

The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working	Rs. 500 /- per instant. After every three incidents Rs. 2500/-



		without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters.	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

#### 4. FACILITIES TO BE PROVIDED BY GIPCL

- (i) The Company shall provide the following facilities to the Bidder at the site:
- A. Electricity & water at nearest available one point, free of cost. Further distribution to be done by Bidder at their cost.
  - B. Free space for constructing office & store as decided by GIPCL.
  - C. Hydra shall be provided free of cost subject to availability for loading / unloading only.
  - D. Workshop facility as available at site only.
- (ii) Items to be provided by GIPCL free of cost.
- A. Steel sections and fasteners if required will be supplied by GIPCL.

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

Apart from the above, no other facilities shall be provided by the GIPCL. The Bidder shall provide necessary facilities, including accommodation for their labour at his own cost.

## **5. WORK MEASUREMENT/CERTIFICATION**

5.1 The Bidder shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should after completion of job. The monthly bill payment shall be released based on the certified reports of the works.

5.2 Inspection of work will be done by Engineer in Charge or his authorised 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. DEFECT LIABILITY PERIOD**

The Bidder shall guarantee the quality / workmanship of the job done for a period of 6 months after completion of job. If any work is found defective due to poor workmanship, then it shall be rectified free of cost.

## **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. PENALTY AND RECOVERY**

If the Bidder fails to perform the work up to the satisfaction of Engineer in-charge, Penalty will be imposed to the Bidder.

Following penalty clause will be applicable if the work will not be carries out up to the satisfaction of the Engineer in-charge:

- (i) 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 GIPCL/GIPCL from the Bidder.
- (ii) The ascertainment of the cause of the damage shall be done by the AGM (SLPP) and his decision in this regard shall be final.
- (iii) The aforesaid amounts of penalty and damages shall be recoverable from the monthly 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.

## **10. 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 labour 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.

## **11. 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 labour 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 GIPCL/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Bidder.

## **12. 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 upto a sum of Rs. 25 Lakhs, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25 Lakh and upto Rs. 100 Lakh, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100 Lakh, 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.

### **13. 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.

### **14. OTHER CONDITIONS**

- a. Communication equipment like mobile phone is to be provided to site in charge, Any change in communication mode/number is to be intimated in writing to engineer in charge.
- b. Bidder should mobilize all resources for efficient & smooth execution of contract within 15 days from the date of issue of Letter of Intent .
- c. 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.

### **15. SUNDAY/HOLIDAY SHIFT/NIGHT SHIFT**

The Bidder shall depute required manpower in Sunday/holidays and in Night Shifts consisting of supervisor, technicians, helpers, other requisite manpower, etc. for any emergency job which may come up.

**PART – II**

**PRICE BID**

**I) “STRENGTHENING OF JNT-1 (JUNCTION TOWER-1) COLUMNS”**

<b>Sr. No.</b>	<b>Description of Item</b>	<b>UOM</b>	<b>Qty</b>	<b>Unit Rate in Rs. without GST</b>	<b>Total (Rs.) without GST</b>
1	<b>STRENGTHENING OF JNT-1 (JUNCTION TOWER-1) COLUMNS</b>	RMT	274.5	To be filled in e- tender	To be filled in e-tender
<b>Total (Rs.)</b>					To be filled in e-tender

- 1) The Amount shall be inclusive of loading and unloading at site.
- 2) The amount shall be inclusive of supply and with application of epoxy paint as per scope of work.
- 3) The amount shall be inclusive all tools & tackles, manpower, cranes etc for completion of the job in every respect.
- 4) The GST will be paid extra at actual on submission of documents.

**ANNEXURE-D**  
**MECHANICAL MAINTENANCE.TENTATIVE TOOL & PLANK LIST.**

SL.NO	DESCRIPTION	QUANTITY
1	400 Amp. Welding Rectifier / welding Generator	04 No.
2	400 Amp. Welding Transformer.	03 Nos.
3	Cutting Torch with hose and Regulator having hose length minimum 15 Mtr	5 Sets.
4	Welding cable 40 Mtr length with holder	06 Nos.
5	Earthing cable	06 nos.
6	Supply cable single phase & 3 phase having 40 Mtr Length	06 Nos. Each
7	Piano wire – 100 Mtr.	02 Nos
8	Water Level – 8MM Dia, 50Mtr. Lg.	02 Nos.
5	Steel Tape – 3 Mtr.	3
10	Steel Tape – 30 Mtr.	1
11	D/E Spanner. Complete Set	01 Sets
12	Ring Spanner. Complete Set.	01 Sets
13	Plumbs	02 No.
14	Angle Grinding M/C. (AG – 7 ) & AG-5	03 Nos./ 2 No
15	Pipe Wrench (Small, Big)	02 Nos.
16	Magnetic Drill	02 Nos.
17	D- Shackle (2MT, 5MT, Capacity.)	03 Each.
18	Wire Rope Sling capacity 3&5 MT	05 Each.
15	Mechanical Jack 5MT	01 Each.
20	Sprit Level	02 Nos.
21	Turn Buckle	2
22	Manila Rope (Each 50 Mtr. Long)	3 Bundles
23	Chain Pulley (1 MT) Capacity.	04 Nos..
24	Chain Pulley (2 MT) Capacity.	04 Nos.
25	Chain Pulley (5 MT) Capacity.	02 Nos.
26	Hack Shaw frame with blade	02 Nos.
27	Hand Lamp / Flood light	02 Nos. each
28	Scaffolding material	1 set
25	Chisels	3 No.
30	Torch(Large size)	03 Nos.
31	Line Testers	06 Nos.
32	ELCB for welding machines	08 Nos
33	FBA for cutting torch	10 Nos
34	Trolley for movement of Gas cylinders	03 Nos.

**NOTE:** The list is tentative, however any other tools/ tackles and consumables required for carrying out to complete the job in every respect shall be in the scope of the contractor.

**ANNEXURE - F**

**BID FORM**

BID NO.:

From :

To :

M/S GUJARAT INDUSTRIES POWER COMPANY LIMITED  
At & Post – Nani Naroli  
Taluka – Mangrol  
Dist. Surat – 394110

1. I / We, the undersigned, have carefully examined and understood the Bidding Documents. I/We hereby agree for the annual maintenance contract described in the specifications (or such portion thereof as Gujarat Industries Power Company Limited may accept) in conformity with the Specifications and Bidding documents.
  - (a) The total price for the rate contract of equipments specified for Rate contract being ..... (in figures)  
..... (in words)  
.....
  - (b) The equipment will maintained in accordance with the instruction of supplier.
2. In the event our proposal is accepted, we agree to furnish a performance Guarantee in the manner acceptable to Gujarat Industries Power Company Limited, and for the sum equal to 10% of Rate Contract Price (excluding GST) within 21 days of the 'Letter of Intent / Letter of Award'.

**Note:- Please do not mention Price in the Physical Copy of Tender, In blank please write, refer E-Tendering Portal for Price.**

**ANNEXURE –G**

**PERFORMA 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 - 394110

Dear Sir,

In accordance with you 'Invitation for Bids' under your Specification No. .... dated. ....  
M/s..... having its Registered / Head office at .....  
(hereinafter called the Bidder) wishes 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 (here in after called '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

**Contd.....2**



(2)

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.

This Guarantee shall be irrevocable and shall remain valid upto ..... 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 of the Bank, through its authorised 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 No .....

Dated .....

**ANNEXURE-H**

**PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE**  
**(To be Stamped in accordance with Stamp Act)**

Ref : ..... Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

Last date for lodgement of claim : .....

To

M/s.GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist.Surat  
Gujarat-394 110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at ..... (address) ..... (hereinafter referred to as the "BIDDER" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by the BIDDER dated .....valued at .....for (scope of order) .....and the Bidder having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warantee period of ..... Months under the said LOI/Order equivalent to.....\*.....(percent) of the said value of the order to the purchaser

Contd....2

(2)

(Name & address of Bank) .....  
having its Head Office at ..... (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the BIDDER to the extent of (in figures) ..... (in words) ..... as aforesaid at any time upto (days/months/year) \*\*..... without any demur, reservations, contest, recourse or protest and/or without any reference to the BIDDER. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and BIDDER of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE stating only that the default has been committed by the Bidder, thus far and no further. The bank undertakes not to revoke this guarantee during its currency without previous written consent of the purchaser and continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the BIDDER. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the BIDDER, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order between the Purchaser and the BIDDER or any other course of or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matter aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that the Purchaser may have in relation to the BIDDER's liabilities.

Contd....3

(3)

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs..... and it shall remain in force upto the including .....unless a written demand to enforce any claim under this Guarantee is lodged with us before expiry date, the Bank will be discharged from its liabilities under this Guarantee. This Guarantee shall be extended from time to time for such period or period as may be desired by the ..... on whose behalf this guarantee has been given.

Dates this.....day of .....20  
at.....

.....  
Signature

Banker's rubber stamp:

Name

Designation with  
Bank stamp:

Attorney as per power of  
Attorney No.

Dated :

**ANNEXURE –J**

**SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS**

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

S r · N o	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....

## ANNEXURE-M

### CHECKLIST FOR PASSING THE BILLS (ANNUAL RATE CONTRACT)

- For the month of  
:
- 1) Work Order / P.O. No. & Contract value :
  - 2) Nature of work :
  - 3) Duration of Work Order : From to
  - 4) Maxi. No. of manpower per day deployed in the month. : M F Total
  - 5) Details of Labour Licence : Valid upto for persons.
  - 6) Details of E.C Policy : Valid upto for persons.
  - 7) Documents attached for verification for the previous month. : Wage & Attendance Sheets. Yes/No
  - 8) Documents attached for verification (in case of Final Bill) : P.F Challan Bonus Payment Register Yes/No
  - 9) Security Deposit / Retention Money lying with Co. : Leave wage register Yes/No  
: Yes / No if yes, Rs.

Date :

Signature of Contractor  
with official stamp

**PROFORMA OF ADVANCE PAYMENT BANK GUARANTEE**  
**(To be Stamped in accordance with Stamp Act)**

Ref : .....

Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

To

M/s.GUJARAT INDUSTRIES POWER COMPANY LTD.  
At & Post Nani Naroli  
Taluka Mangrol  
Dist.Surat

**Gujarat-394 110**

Dear Sir,

Sub : Your contract No.....

1. You have entered into a Contract No..... dated ..... with ..... (hereinafter referred to as the "CONTRACTOR" for the ..... of ..... (hereinafter referred to as 'the said equipment') for the price and on the terms and conditions contained in the said Contract.
2. In accordance with the terms of payment of the said Contract, you have agreed to make an advancement payment of Rs..... being 10% of the ex-works price of the equipments on the CONTRACTOR furnishing you with an acceptable Bank Guarantee to be valid till the date of receipt of the equipment covered by your above mentioned Contract. For this purpose, you have agreed to accept our Guarantee.

Contd....2

(2)

3. In consideration thereof, we ..... (Name & address of the Bank) having its Head Office at ..... (herein after referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay you on written demand and without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR the said advance payment of Rs..... on receipt of your intimating that the CONTRACTOR has for any reason failed to comply with any of the terms and conditions of the said Contract and your decision shall be final with respect of the default committed by the CONTRACTOR. It shall be enough and conclusive on the bank if Gujarat Industries Power Company Limited invokes the Bank Guarantee stating only that the default has been committed by the CONTRACTOR, thus far and no further.
4. This Guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to the CONTRACTOR, which shall include, but not be limited to, postponement from time to time of the exercise of any powers vested in you or any right which you may have against the CONTRACTOR and to exercise the same in any manner at any time and either to enforce or forbear to enforce any covenant, contained or implied, in the said Contract or any other course or remedy or security available to you, and we shall not be released from obligations under this Guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving from obligation under this Guarantee.
5. We also agree that you shall be entitled at your option to enforce this Guarantee against us as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to the ` CONTRACTOR's liability in respect of the premises.
6. This Guarantee shall not be affected by any change in the constitution of our Bank or the CONTRACTOR or for any other reason whatsoever.

Contd....3



(3)

7. Notwithstanding anything herein contained, our liability under this Guarantee is restricted to Rs..... and the Guarantee will remain in force upto the including ..... Day of ..... 20..... unless a written demand to enforce any claim under this Guarantee is lodged with us before the above mentioned date, the Bank will be discharged from its liabilities under this guarantee. This Guarantee shall be extended from time to time for such period or periods as may be desired by the CONTRACTOR.

Signature

Name

Designation

Banker's Common Seal

Attorney as per power of  
Attorney No.

Dated :

Note :

1. The stamp papers of appropriate value shall be purchased in the name of the Bank.

**- ANNEXURE- P**

*(To be submitted on Company's Letter Head)*

**Declaration Cum Undertaking for Safety Laws and Regulations Compliance**

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

Further, I .....Name 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 contracts awarded to me covering the scope and area of work of this Tender during the period of preceding Three years.

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder \

**ANNEXURE- Q**

*(To be submitted on Company's Letter Head)*

**Declaration for Contractual Disputes/ Litigations**

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