

(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

# **GUJARAT INDUSTRIES POWER COMPANY LIMITED**

(Surat Lignite Power Plant)
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN
394 110
(GUJARAT)

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

Tender document *for* Engineering, Design, Supply, Erection/Testing/Commissioning, Supervision, Performance test Guarantee of Telescopic Spout along with Proper Venting Arrangements and retrofitting with Rotary Feeder for Fly Ash Unloading Silo at Ash Handling System at Surat Lignite Power Plant - 4 x 125 MW.

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**INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT** 



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# TENDER ENQUIRY COMPRISES OF FOLLOWING SECTIONS

Sr. No.	<u>PARTICULARS</u>			
(1)	Notice Inviting Tender			
(2)	Instructions to Bidders	Section - A		
(3)	Instructions to Bidders for online Tendering Section			
(4)	General Conditions of Contract Section			
(5)	Scope of Supply/Works Section			
(6)	Technical Specification for Telescopic Spout and venting assembly-Data Sheet A,B and C	Section - E		
(7)	List of Essential spares to be supplied along with Telescopic Spout and venting assembly	Section - F		
(8)	Format for Price bid	Section - G		
(9)	Format of Proforma for Bank Guarantee for EMD	nk Guarantee for EMD Section - H		
(10)	Format of Proforma of Bank Guarantee for order performance	Section - I		
(11)	Deviation Sheet S			
(12)	Performa Certificate	Section - K		
(13)	Declaration for contractual Disputes/Litigations	Section - L		

# NOTE:

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



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# **NOTICE INVITING TENDER (NIT)**

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Name of work	Engineering, Design, Supply, Erection/ Testing/ Commissioning, Supervision, Performance Test Guarantee of <i>Telescopic Spout along with Proper Venting Arrangements</i> and retrofitting with Rotary Feeder for Fly Ash Unloading Silo at Ash Handling System.	
Place of work	GUJARAT INDUSTRIES POWER CO. LTD, Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394 110 (Gujarat).	
Contract period	Contract period shall be Six (06) Months starting from date of Letter of Intent (LoI) / Work Order.	
EMD	Rs. 15,000/- by Demand Draft payable at Mosali- Surat / Nani Naroli-Surat / Surat or Bank Guarantee in favour of GIPCL from approved Banks mentioned in this Tender in subsequent clauses.	
Cost of Tender Document / Tender Fee	Nil	
Availability of online E-Tender document	On GIPCL's E-Tender portal: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> (for viewing and downloading Tender Document)	
Last date of online submission of offer	16.10.2018 up to 17:00 hours On GIPCL's E- Tender portal: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a>	
Submission of EMD, Tender fee and other supporting documents for Technical Bid in physical form.	Within three (3) working days after due date of closing of the Tender	

### **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 on the



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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 GIPCL's E-Tender portal: http://etender.gipcl.com/ and website www.gipcl.com.
- 5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

General Manager 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: rajeshsingh@gipcl.com



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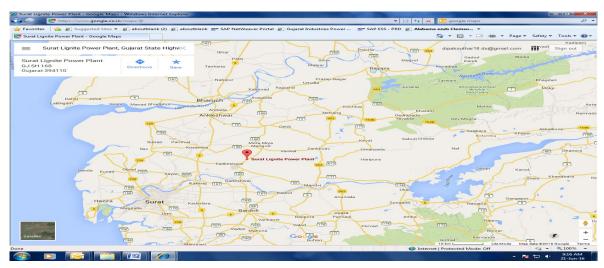
# SECTION-A INSTRUCTIONS TO BIDDERS

#### 1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. Recently, GIPCL has also commissioned 112.40 MW Wind Energy Farms at various locations in Gujarat, 1 MWp Distributed Solar Power Projects, each at two locations in Gujarat viz. at Village: Amrol (Dist.: Anand) & at Village: Vastan, Dist.: Surat and 80 MW Solar Power Plant at Village: Charanka (Dist.: Mehsana).

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 operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler.

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





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The Company intends to award Contract for Engineering, Design, Supply, Erection/Testing/Commissioning, Supervision, Performance Test Guarantee of Telescopic Spout along with Proper Venting Arrangements and retrofitting with Rotary Feeder for Fly Ash Unloading Silo at, "Surat Lignite Power Plant – 4x125 MW" is therefore inviting open e-Tenders online on GIPCL's E-Tender portal: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> from experienced & resourceful Contractors.

#### 2. SCOPE OF SUPPLY/ WORK:

The scope of agency shall be as follows:-

❖ Supply: This shall include the Engineering, Design, Fabrication (relevant General Arrangement / Structural Fabrication drawings shall be submitted for GIPCL's approval) and Supply (including Freight charges up to GIPCL – SLPP site) of the complete Telescopic Spout with necessary venting arrangements, Push button control panel and mandatory spares as per Section E and F (along with the required structural supports for the said Rotary Feeder / Spout arrangement).

# Erection / Testing / Commissioning at GIPCL – SLPP site :

Deployment of Skilled Manpower by vendor for Dismantling/Erection/Retrofitting of the complete system comprising Rotary Feeder(Provided by GIPCL), Telescopic spout equipped with necessary venting arrangements and Push button control panel including the complete required structural supports supplied as per the approved GA/DA layouts.

❖ Supervision / Performance Guarantee Test: Supervision, considering the deputation of Expert representative for the successful erection, testing and commissioning, up to PG Test for the complete supplied system. The Performance guarantee shall have to be proved for the minimum Ash unloading capacity of 120 Tonnes per Hour.

#### 3. GENERAL INSTRUCTIONS

1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.



- 2. The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3. The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Technical Specifications, *bidders are also advised to conduct a site visit etc.* before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 4. Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents shall be rejected.
- 5. The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 6. The tender documents shall not be transferable.
- 7. The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required prior to due date of tender.
- 8. Conditional offers shall not be considered and liable to be rejected.
- 9. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 10. 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.
- 11. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.



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- 12. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 13. 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.
- 14. The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.

#### 4. PLANT VISIT

The Bidder is advised to visit the Surat Lignite Power Plant (SLPP) after downloading the copy of Tender document from the GIPCL's E-tender portal <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> 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.



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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/Nullah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

#### 5. ELIGIBILITY CRITERIA

- 5.1 Indigenous manufacturers only, who have experience of similar nature of work i.e. Engineering, Design, Manufacture, supply, transport, installation and commissioning, Supervision and Performance Test Guarantee of Telescopic Spout along with Proper Venting Arrangements are eligible.
- 5.2 Work Orders from any Govt. /PSU (Public Sector Undertakings),Power Plants/Cement Plants, Reputed Private companies should be satisfactory



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for a period of not less than one year from the date of commissioning as on opening of tender.

- 5.3 Bidder should possess minimum Five years of experience in similar nature of work i.e. Engineering, Design, manufacture, supply, transport, installation and commissioning, Supervision, Performance Test Guarantee of Telescopic Spout alongwith Proper Venting Arrangements on turnkey basis in Government Deptt. / PSU / Power Plants / Reputed private companies are eligible for tendering processes and should enclose proof of the same.
- 5.4 Bidder shall have individually successfully executed minimum two nos. of Engineering, Design, manufacture, supply, transport, installation and commissioning, Supervision, and Performance Test Guarantee of Telescopic Spout.
- 5.5 Only those bidders who have supplied and commissioned telescopic spouts for Cement / Fly Ash of capacity 80 TPH or above and are working satisfactorily for at least one year after commissioning are eligible to quote.
- 5.6 The bidder are strictly advised to visit the site before bidding, to have satisfied himself to the working conditions at site surrounding and ascertain the scope of work and ground situation and the assessment of risk associated with the work, whether apparent or inherent to the nature of the work involved, in the execution of the work enumerated in the scope of work.
- 5.7 Information about the companies where same or higher size equipments have been supplied and certificate about satisfactory performance are to be submitted for qualification of the offer.
- 5.8 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience.



- 5.9 Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.
- 5.10 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.
- 5.11 As delivery period is the essence of the tender, bidder should accept the delivery period mentioned in the Tender. Otherwise, offer will not be considered.
- 5.12 Other Documents which are to be submitted i.e.
  - a) Bidder shall submit the drawing and documents.
  - b) Bidder shall submit detailed dimensioned general arrangement drawing of Telescopic spout, venting arrangements and Retrofitting of Rotary Feeder (Provided by GIPCL). The drawing shall indicate all the design data information furnished in data sheet A, B and C of Section-E.
  - **c)** Bidder shall submit drawing of Telescopic Spout and Venting arrangement with bill of material, material of construction, list of mandatory spares and manufacturing standards etc.
  - **d)** Bidder shall submit electrical, Instrument and hydraulic arrangement drawings as applicable.
  - **e)** Bidder shall submit catalogues, data sheet and drawing for instruments.
  - f) Bidder shall submit operation and maintenance manual.
- 5.13 All the tender documents shall be submitted with sign and stamp on each & every page. Attested copies of relevant documents asked shall be submitted with duly signed & seal on each & every page. The all documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within



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stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

- 5.14 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 appended in SECTION L
  - If any of the details submitted in the prescribed **SECTION L** to the Bid is / are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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



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#### 6. LANGUAGE OF BID

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

# 7. EARNEST MONEY DEPOSIT (EMD)

7.1 An EMD of Rs. 15,000/- shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. as per following details:

Bank Payable at:

1. Bank of Baroda Mosali, Dist: Surat

State Bank of India
 Nani Naroli, Branch Code: 13423

3. Any Nationalized bank Surat

- The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favour of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd as per Performa of BG enclosed with this E-tender under Section-F.
- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the Bid.
- 7.4 The EMD of the successful Bidder will be returned after payment of Security Deposit by successful Bidder.
- 7.5 The Earnest Money Deposit paid in the form of Demand Draft will be refunded to the unsuccessful BIDDER as soon as the Tender is finalized.
- 7.6 Any bid not accompanied with EMD will be rejected.
- 7.7 EMD should be submitted in physical form directly to GIPCL as per Clause 7.9



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- 7.8 No interest shall be payable on EMD.
- 7.9 The EMD will be forfeited if the BIDDER (i) withdraws his Tender after acceptance or (ii) withdraws his Tender before the validity date of the tender.

#### 7.10 SCHEDULE OF EMD:

EMD and other documents dully signed to be submitted in physical form, within three working days after due date of closing of the Tender, at the Office of SLPP

Address for Submission:

**General Manager - SLPP** 

GUJARAT INDUSTRIES POWER CO. LTD.,

(Surat Lignite Power Plant)

Village – Nani Naroli, Taluka – Mangrol

District – Surat 394 110, Gujarat

Phone: 02629-261063 (10 lines)

Fax: (02629) 261073 / 261074

#### 8. SUBMISSION OF BIDS

#### A: MODE OF SUBMISSION

The Bids shall be submitted online on GIPCL's E-Tender portal: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> within the dates specified in the NIT along with the details of EMD in two parts as under:

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



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# a) Pre-Qualification and Techno-commercial Bid without price:

The following Documents shall also be submitted along with EMD in Physical Form to GIPCL-Surat Lignite Power Plant.

- 1. The Tender Documents of (Section-A to Section-L) duly signed in all pages without price bid along with techno-commercial deviations, if any shall accompany the bid. If you don't have deviations then write "NIL" in the deviation sheet and then submit with sign & stamp.
- 2. All documents as mentioned in clause no 05. (Eligibility Criteria) of Section-A.
- 3. EMD in the form of DD/BG and Tender Fee in the form of DD.

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

- 1. The Tender Document duly signed in all pages <u>without price bid</u> along with Techno-commercial deviations, if any.
- 2. Proof of experience meeting the minimum 'Eligibility Criteria' (Clause No. 5 above).
- Performance certificate issued by clients.
- 4. Previous Work Order copies.
- 5. Details of present Work Order (if any).
- 6. PAN Number.
- 7. GST registration number/certificate copy.

#### b) Price Bid:

1) Price Bid shall be submitted **only** in soft form through GIPCL's E-Tender portal: http://etender.gipcl.com

#### 9. EVALUATION & COMPARISON OF BIDS

 GIPCL shall evaluate the Bids received and accepted by it to ascertain the overall lowest/item vise lowest evaluated Bid in conformity with the specifications of the tender documents at his sole discretion.



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- The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of GIPCL will be final.
- 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.
- The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 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.
- 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.

#### 10. METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (iii) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.



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#### 11. MODIFICATION AND WITHDRAWAL OF BIDS

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

#### 12. POLICY FOR BIDS UNDER CONSIDERATION

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

#### 13. EFFECT AND VALIDITY OF THE BID

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



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#### 14. PRELIMINARY EXAMINATION OF BIDS

- The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.
- 2. Arithmetical errors will be rectified on the following basis:
  - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
  - (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

#### 15. RIGHT OF REJECTION OF TENDERS

- GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 2. Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 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.

#### 16. AWARD OF CONTRACT

 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the overall lowest quotation/item wise lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily at sole discretion of GIPCL.



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- 2. The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Purchase Order which shall be sent to him through email, courier, fax or registered mail.
- 3. GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

#### 17. ASSIGNMENT AND SUB-LETTING

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

#### 18. CLARIFICATION OF BIDDING DOCUMENTS

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

# 19. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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# SECTION-B

#### INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No	Description				
01.	Tender documents are available only in electronic format which Bidders can download from the GIPCL's E-Tender portal: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> and It can also be viewed from Company's website <a href="http://ewww.gipcl.com">www.gipcl.com</a> .				
02.	Price bid should be submitted online through the website <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> only. No physical submission of price bid will be entertained as it should be furnished on-line only.				

- 1. Following should be submitted 'off-line' in sealed covers separately during dates & time set in 'NIT' at our Office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat 394 110, Gujarat:
  - EMD,
  - Supporting Documents for Technical Bid
- 2. Bidders who wish to participate first time in Online tenders will have to register their firm at GIPCL-SLPP by applying for registration through 'Vendor registration option' available in the website <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> at least before five (5) working days from the due date set for Online Bid participation. GIPCL will not be held responsible in case of late submission for Vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create 'Vendor Code' which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation.



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# **SECTION-C**

#### **GENERAL CONDITIONS OF CONTRACT**

#### 1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded. shall be required to furnish a Performance Bank Guarantee (PBG) / Contract Security Deposit in favour of Gujarat Industries Power Company Limited for quarantee amount at Five percent (5%) of the "Total Contract Price" from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmadabad Mercantile Co-operative bank Ltd., The Mehsana Urban Cooperative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in SECTION-I, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of LoI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

#### 2) PRICE AND QUANTITY

Price quoted by the bidder should be firm and no price increase will be allowed to the supplier. The Bidder should quote price on free delivery at GIPCL-SLPP Plant on door delivery basis. Prices will be inclusive of inspection, packing and



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forwarding, transportation, transit Insurance, Octroi, Stacking, Loading/unloading and any other charges (i.e. RTO registration, first year insurance, PUC) etc. However applicable Excise Duty, Sales Tax etc shall be paid extra at actual.

# 3) GOODS AND SERVICE TAX

GST shall be paid extra at actual, Bidder shall clearly state in their bid whether prices are exclusive of GST or inclusive of GST. In absence of any clarification, it will be construed that quoted price are inclusive of GST.

# 4) PRE- DISPATCH INSPECTION

Bidder shall give pre dispatch inspection notice for deputing GIPCL Executive for Inspection.

# 5) DELIVERY

Bidder should supply Telescopic Spout along with venting arrangements within 03 months time from the date of receipt of LOI/Purchase Order from GIPCL failing which penalty @ 0.5% per week per order value/item value (excluding T&D) shall be levied by GIPCL for late supply maximum up to 10% of items value under order.

Also any cost, charges or expenses which GIPCL may have paid for which, under the contract, you are liable, will be claimed by GIPCL. All such claims shall be debited/recovered from your bill/amount due. Material should be directly delivered to GIPCL-SLPP from your works. Delivery is the essence of the contract and if the delivery is not made as stipulated, GIPCL shall be at liberty to procure the material at Bidder's risk and cost and if hereby any extra expenditure is involved, the same will be debited to Bidder's account. If GIPCL is unable to procure the material from other source in time and if GIPCL suffers any consequential loss, Bidder will have to bear the same. GIPCL in that case will forfeit Security Deposit paid and can lodge claim against party for damage incurred.



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# 6) TEST CERTIFICATE

Bidder shall furnish all test certificates and relevant legal documents along with supply.

# 7) PAYMENT TERM

Payment shall be made as per following:

70% payment shall be made within 30 days on acceptance of and submission of invoice. 20% payment shall be made after successful erection and commissioning of the system. 10% payment shall be made immediately on Successful System Capacity test.

# 8) LOSS AND DAMAGES

Any loss or damages and deterioration to the material in transit shall be at the cost of the suppliers. It shall be at the discretion of the GIPCL to reject the damaged or spoilt material, if so noticed.

# 9) INVOICE

Original invoice should be sent at GIPCL-SLPP and duplicate invoice along with Challan should be sent at GIPCL-SLPP Store. (Mention the Purchase Order No. in Invoice and Challan without fail)

#### 10) APPROVAL

The Material supplied will be subject to GIPCL approval and inspection at GIPCL-SLPP premises. Our decision for acceptance or rejection of the goods will be final and binding on you.

#### 11) TRANSIT INSURANCE

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to destination. Insurance is to be provided by the supplier at his cost.



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# 12) QUANTITY OF SUPPLIED MATERIAL:

Quantity recorded at our GIPCL-SLPP Store will be taken as the basis of payment.

# 13) TERMINATION OF CONTRACT BY GIPCL

Supplier shall be responsible to complete the jobs within agreed time schedule and in case Supplier fails to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

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

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

- 1. Supplier is adjudged as insolvent.
- 2. Supplier has abandoned the contract.
- 3. Supplier fails to proceed with the work with due diligence as per requirements of the contract.
- 4. Supplier has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the Supplier.
- 5. Supplier repetitively violating the safety norms for more than three incidents.
- 6. Any major contradiction of applicable labour laws.
- Any major deviations from contractual terms and conditions including quality of job.



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#### 14) FAILURE & TERMINATION

If the SUPPLIER after receipt of written notice from the GIPCL/ ENGINEER requiring compliance, with such further drawings and / or the GIPCL /ENGINEER instructions fails within seven days to comply with the same, the GIPCL /ENGINEER may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the SUPPLIER by the GIPCL on a certificate by the GIPCL/ENGINEER as a debt or may be deducted by him from any money due or to become due to the SUPPLIER.

# 15) SETTLEMENT OF DISPUTES

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



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# 16) INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of GIPCL will be final and binding on the Supplier.

# 17) 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.

#### 18) INDEMNITY

The Supplier 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 Supplier.

In case, in any litigation pertaining to labour employed through Supplier if any direction or order is issued by court at any point of time the Supplier 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 Supplier shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Supplier.



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# 19) GOVERNING LAW AND JURISDICTION

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

#### 20) EMPLOYEE'S COMPENSATION INSURANCE

Contractor shall take all risk Insurance Policy all his to cover workmen/employees, staff applicable under the Employee Compensation Act 1923 or any amendment thereof as also insurance cover for third party liability. The Contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The E.C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL. E.C. Policy should cover the specified contract period. Contractor shall also obtain additional Off-duty coverage insurance policy for all his workers as per clause no. 11 herein under.

# 21) STATUTORY REQUIREMENTS

# A) COMPLIANCE OF LABOUR LAWS

- The Contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- 2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the Contractor from time to time for performing the contract job.



- 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law / rules / regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 3.2 The Contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act, 1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 3.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the Contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&A dept.
- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.



- 3.8 The Contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The Contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the Contractor. The Security deposit will be released to the Contractor at the end of the contractual tenure subject to an undertaking by the Contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the Contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13 The Contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challan on monthly basis to HR&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.



- 3.15 The Contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 4. The Contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 5. The Contractor should register himself under the Contract Labour Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LoI. A copy of Labour License shall be submitted to GIPCL, HR&A Department.
- 6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 8. Documentary evidence of deposit of PF paid shall have to be produced by the Contractor along with the next bill.
- 9. Records as per the provisions of various statutory Acts will have to be maintained by the Contractor and submitted as and when required.
- 10. All employees of Contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Contractor to remove any such person who does not comply with it.



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The above list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

# **B) LEGAL ASPECTS**

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



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# 22) BENEFIT PAYABLE IN CASE OF ACCIDENT OUTSIDE PREMISES OR NOT DURING THE COURSE OF EMPLOYMENT (OFF DUTY COVERAGE):

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 1 Lac to all his workmen / labour deployed at GIPCL-SLPP site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

# 23) PAYMENT OF WAGES

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

# 24) ACCIDENT TO WORKMEN

Contractor shall be fully responsible for injury or death of any of your or third party workmen due to any act omission / indiscretion on your part while undertaking the work and Contractor shall fully abide by the statutory requirements of the employee's compensation act. GIPCL shall not be liable for any compensation due to accident, death or injury to any of Contractor's workmen or any third party due to negligence, act or omission on your part.

# 25) NIGHT/SUNDAY/HOLIDAY SHIFT

The Contractor shall depute qualified and adequate resources in Night shift / Sunday / holidays for any emergency job, which may come up at Night / Sunday / holiday.

# 26) SAFETY ASPECT

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



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# 27) GENERAL SAFETY CLAUSES

- 1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
- 2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
- 3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the Contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be 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 shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
- 5. It is the duty of Contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The Contractor has to maintain the PPE issue registers with signature of workmen.
- 6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.



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



- 13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
- 14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
- 15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the Contractors regularly, every six month at least and report to be submitted to concerned HOD and safety dept.
- 16. During hot work, Contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli-amperes on welding machine and all portable power tools.
- 17. The Contractor shall fill up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
- 18. Major AMC / ARC Contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the Contractual man power is less than 50, the Site In-



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charge of the Contractor will act as a Safety Officer and he will perform all the duties of safety officer as mentioned above.

- 19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
- 20. Safety shoes to be issued to female employees also.
- 21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
- 22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
- 23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
- 24. Penalty to be imposed for Violation of safety norms is proposed as follows:-

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

Category	Classific ation	Examples / Cases	Penalty
А	PPEs Related	Working without shoes, dust mask, gloves, safety goggles etc.	Rs. 100 /- per instant.



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В	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.  Unsafe working practices at height more than 3 meters.  Working without permit or noncompliance 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.	•	Rs. 500 /- per instant.  After three incidence, per incidence Rs. 2,500/-  Continuous unsafe acts will disqualify the Contractor from further participation in tender of GIPCL-SLPP.
С	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times	•	Suspend the entry gate pass for one week.  After two suspensions his gate pass will be cancelled.

Penalty so levied against the Contractors and company employees will be used during the observation of National Safety Day.

The Contractor, workmen following good safety practices in their work area continuously will be rewarded / honored on National safety day.

### 28) GENERAL TERMS AND CONDITIONS:

a. All Equipment / Machinery, Tools & Tackles, Labour, equipments, vehicles, etc. to execute the contract are in the scope of the Contractor. The Contractor should ensure that tools & equipments are in healthy condition.



- b. The decision of the Engineer In-charge shall be final and binding on the Contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer In-charge reserves the right to take suitable action.
- d. Contractor shall depute full time independent experienced Site In-charge and Supervisor at site. They shall co-ordinate with GIPCL Engineer In-charge and shall bear overall responsibility of contract including supervision. Inspection, Billing etc. Such person shall function from Site office of Contractor at SLPP.
- e. Contractor shall strictly follow the existing work permit system of GIPCL and any future revisions.
- f. The Contractor has to take EC insurance policy / Off-duty insurance coverage for their workmen. The Contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- g. The Contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of Contractor with additional 15% overhead charges.
- h. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc. due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, unavailability of Contractor's supervisor, violation of safety rules, and unsafe act by any of Contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- i. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc. as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer In-charge may hold the work and will take necessary action



### (Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

including penalty as decided. If the Contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer In-charge may take necessary action against the Contractor, including appropriate financial penalty (as per clause no. 17 above) and/or termination of contract.

- j. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer In-charge and shall ensure that sufficient labour / machinery / equipment is deployed for the same.
- k. Any job other than the listed jobs in work order shall be executed by the Contractor on instruction from GIPCL and payment shall be made to the Contractor on respective item rate only.
- I. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- m. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- n. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

### 29) CONTRACTOR'S SUPERVISION

The Contractor shall, during the whole time the work is in progress, employ a qualified experienced Site In-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL / Engineer



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In-charge. Such Site In-charge shall be constantly in attendance at the site during working hours. During Contractor's Supervisor's absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the GIPCL's Engineer In-charge and shall be received and obeyed by the Contractor's superintendent who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the Engineer / GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the Engineer / GIPCL to him, shall be deemed to have been given to the Contractor. The representative of the Contractor shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.

None of the Contractor's Superintendents, Supervisors or workmen should be withdrawn from the work without due notice being given to the GIPCL's Engineer In-charge; further no such withdrawals shall be made if in the opinion of the GIPCL's Engineer In-charge such withdrawals will jeopardize the required pace of progress / successful completion of the work.

The Contractor shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GIPCL shall be at liberty to object to and require the Contractor to remove any person employed by the Contractor in or about execution of works who in the opinion of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GIPCL.

Neither the Contractor nor the Engineer shall hire or employ any employee of any other party except by mutual consent.

### 30) GOVERNING LAW AND JURISDICTION

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

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Condition of Contract, then unless a different intention



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

appears, the provision of the Special Conditions of Contract shall prevail to the extent of such repugnancy of variance.

\*\*\*\*\*\*



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### SECTION-D

### **SCOPE OF SUPPLY / WORKS**

### 1. SCOPE:

### Supply:

This shall include the Engineering, Design, Fabrication (relevant General Arrangement / Structural Fabrication drawings shall be submitted for GIPCL's approval) and Supply (including Freight charges up to GIPCL – SLPP site) of the complete Telescopic Spout with necessary venting arrangements, Push button control panel and mandatory spares as per Section - F (along with the required structural supports for the said Rotary Feeder / Spout arrangement).

### Erection / Testing / Commissioning at GIPCL – SLPP site:

Deployment of Skilled Manpower by vendor for Dismantling/Erection/Retrofitting of the complete system comprising Rotary Feeder(Provided by GIPCL), Telescopic spout equipped with necessary venting arrangements and Push button control panel including the complete required structural supports supplied as per the approved GA/DA layouts.

❖ Supervision / Performance Guarantee Test: Supervision, considering the deputation of Expert representative for the successful erection, testing and commissioning, up to Capacity Test for the complete supplied system. The Performance guarantee shall have to be proved for the minimum Ash unloading capacity of 120 Tonnes per Hour

### 2. GENERAL REQUIREMENTS:

- 1. Bidders Need to *Visit site for detailed Engineering*.
- 2. List of drawings and documents to be submitted for review, approval and information.
- Detailed dimensioned general arrangement drawings of road sweeping machine. These drawings shall indicate all the design data and information furnished in data sheets A, B and C.



### (Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

- 4. Drawing of the Telescopic Spout and venting arrangements with Bill of Material, materials of construction, list of mandatory spare and manufacturing standards
- 5. Electrical, Instrument and hydraulic arrangement drawing.
- 6. Catalogues, data sheets and drawings for instruments.
- 7. Operation and maintenance manual.
- 8. Laisoning fee will be in your scope
- 9. Vendor shall depute Engineer for Erection, commissioning and Capacity Testing of System and for providing Training to our Engineers/Operators regarding Operation and Maintenance of the System.

### 3. INSTRUCTTON BOOK, ACCESSORIES AND EQUIPMENT:

Instruction Book or Books -instruction book for the guidance of the user, including, both operating and normal maintenance procedure shall be supplied.



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

## SECTION-E TECHNICAL SPECIFICATION FOR TELESCOPIC SPOUT AND VENTING ASSEMBLY

GUJARAT INDUSTRIES POWER COMPANY LIMITED					
Surat Lignite Power Plant TELESCOPIC SPOUT					
	TELESCOPIC SPOUT  DATA SHEET - A				
Sr. No.	ITEM	UNIT			
1	GENERAL				
1.1	DESIGNATION		TELESCOPIC SPOUT		
1.2	INSTALLATION		SILO (Fly Ash Silo)		
2	PERFORMANCE DATA				
2.1	MATERIAL TO BE HANDLED		FLY ASH		
2.2	CAPACITY	TPH	120 TPH (Dry Basis)		
2.3	MATERIAL TEMPERATURE	°C	100 °C		
2.4	BULK DENSITY	Kg/M <sup>3</sup>	800 Kg/M <sup>3</sup>		
2.5	TYPE OF FEED TO SPOUT		SILO		
2.6	TYPE OF PRODUCT FEED CONTROL		SLIDE GATE		
2.7	TYPE OF LOADING		ENCLOSED TRUCK/BULKERS		
2.8	LOADING CONTROL METHOD		FLOW METER <b>(EXISTING)</b>		
			ROTARY FEEDER (PROPOSED-SHALL BE PROVIDED BY GIPCL)  Make: M/s Equipment Engineers Pvt. Ltd., Kolkata Model: RAL 600/650 Unloading capacity: 120 Metric Tonnes / Hour Inlet / Outlet: of size 500 mm square. Designed Volumetric Efficiency for capacity: 75% Designed RPM: 24.8 Approx. Weight of Rotary Feeder assembly: 800 kg.		



	GUJARAT INDUSTRIES					
	Surat Lignite Power Plant TELESCOPIC SPOUT					
		SHEE				
Sr. No.	ITEM	UNIT	DESCRIPTION			
2.9	SILO AERATION SYSTEM		AVAILABLE			
	FLUIDISING AIR BLOWER (FAD)	M <sup>3/</sup> /HR	400 M <sup>3</sup> / /HR			
2.10	TOTAL AIR QUANTITY FED INTO SILO	M <sup>3/</sup> /HR	6400 M <sup>3</sup> / /HR			
2.11	SILO VENTING ARRANGEMENT		YES - BY VENT FILTER			
	VENT FAN MODEL		WRC-SWSI-222-V			
	FAN CAPACITY	M <sup>3/</sup> /HR	8000 M <sup>3</sup> / /HR			
	FAN STATIC PRESSURE	MM WG	250 MM WG			
3	MATERIAL OF CONSTRUCTION					
3.1	TELESCOPIC CHUTE ASSEMBLY		TISCRAL/SAILHARD, 6MM THICK PLATE			
3.2	BELLOW		TWO LAYERS,INNER LAYERS GLASS FABRIC AND OUTER LAYER PVC COATED NYLON FABRIC			
3.3	ROPE SHEAVES ASSEMBLY		MS,IS 2062			
3.4	WINCH DRUM		MS,IS 2062			
4	WINCH DRIVE ARRANGEMENT					
4.1	MOTOR TYPE		TEFC SQUIRREL CAGE HORIZONTAL FOOT MOUNTED			
4.2	OUTPUT	RPM	1500 RPM			
4.3	VOLTAGE	V	415 V +/ - 10 %			
4.4	FREQUENCY	HZ	50 HZ +/- 5%			
			<u> </u>			



	GUJARAT INDUSTRIES POWER COMPANY LIMITED				
	Surat Lignite Power Plant				
	TELESC				
		SHEE			
Sr. No.	ITEM	UNIT	DESCRIPTION		
4.5	PROTECTION		IP 55		
4.6	MOTOR RATING	KW	1.5 KW - (FOR CLOSE TRUCK)		
4.7	SPEED REDUCER TYPE		SINGLE REDUCTION, WORM		
4.8	SPEED REDUCER SIZE		70 ; 1		
			3800* MM (FOR CLOSE TRUCKS)		
5	EXTENDED LENGTH OF SPOUT	ММ	* Dimension is only tentative, final dimension may be Revised as per the suitability at site after site visit by Bidders.		
			1500* MM (FOR CLOSE TRUCKS)		
6	RETRACTED LENGTH OF SPOUT	ММ	* Dimension is only tentative, final dimension may be Revised as per the suitability at site after site visit by Bidders.		
		ММ	2300* MM (FOR CLOSE TRUCKS)		
7	TRAVEL OF SPOUT		* Dimension is only tentative, final dimension may be Revised as per the suitability at site after site visit by Bidders.		
8	WEIGHT OF SPOUT (WITH DRIVE)	KG	1500 KG APPROX FOR CLOSE TRUCK		
9	VENT OUTLET SIZE	MM	150 MM		
10	WINCH DETAILS		GEARED MOTOR DRIVEN ARRANGEMENT		
11	ROPE DESIGNATION (Type)		6 x 37FMC GALVANIZED		
12	ROPE DIAMETER	MM	8 MM		
13	ACCESSORIES TO BE PROVIDED		ROTARY CAM LIMIT SWITCH,LEVEL PROBE,FLEXIBLE SENSOR CABLE,COUNTER FLANGE,GASKET AND FASTENERS AT SPOUT INLET AND OUTLET.		
14	PAINTING		AS PER APPROVED PAINTING SCHEDULE		



GUJARAT INDUSTRIES POWER COMPANY LIMITED Surat Lignite Power Plant TELESCOPIC SPOUT				
Sr. No. ITEM UNIT DES			DESCRIPTION	
15	TESTING AND INSPECTION		AS PER APPROVED PAINTING QAP	
16	PERFORMANCE GUARANTEE -CAPACITY	TPH	120 TPH (Dry Basis)	
Bid No.			CLIENT : GIPCL	
GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19		SITE: SURAT LIGNITE POWER PLANT		



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

#### **GUJARAT INDUSTRIES POWER COMPANY LIMITED Surat Lignite Power Plant** TELESCOPIC SPOUT DATA SHEET - B-TO BE FILLED BY BIDDER **ENQUIRY/SPECIFICATION NO. BIDDER:** ITEM **DESCRIPTION** UNIT Sr. No. 1 **GENERAL** 1.1 DESIGNATION 1.2 **INSTALLATION** 2 PERFORMANCE DATA MATERIAL TO BE HANDLED 2.1 2.2 CAPACITY TPH 2.3 MATERIAL TEMPERATURE ٥С 2.4 **BULK DENSITY** Kg/M<sup>3</sup> TYPE OF FEED TO SPOUT 2.5 TYPE OF PRODUCT FEED CONTROL 2.6 2.7 TYPE OF LOADING 2.8 LOADING CONTROL METHOD 3 MATERIAL OF CONSTRUCTION 3.1 TELESCOPIC CHUTE ASSEMBLY 3.2 **BELLOWS** 3.3 ROPE SHEAVES ASSEMBLY 3.4 WINCH DRUM WINCH DRIVE ARRANGEMENT 4 MOTOR TYPE 4.1 4.2 OUTPUT RPM 4.3 **VOLTAGE** V 4.4 **FREQUENCY** HZ **PROTECTION** 4.5 4.6 **MOTOR RATING** KW SPEED REDUCER TYPE 4.7 4.8 SPEED REDUCER SIZE (FOR CLOSE 5 **EXTENDED LENGTH OF SPOUT** MM TRUCKS) (FOR CLOSE 6 RETRACTED LENGTH OF SPOUT MM TRUCKS)



GUJARAT INDUSTRIES POWER COMPANY LIMITED						
	Surat Lignite Power Plant					
	TELESCOPIC SPOUT					
	DATA SHEET – B- <mark>TO BE FILLED BY B</mark>	<b>IDDER</b>				
<b>ENQUIRY/SPECIFI</b>	CATION NO.		BIDDER:			
Sr. No.	ITEM	UNIT	DESCRIPTION			
7	TRAVEL OF SPOUT	MM	(FOR CLOSE TRUCKS)			
8	WEIGHT OF SPOUT (WITH DRIVE)	KG	(FOR CLOSE TRUCKS)			
9	VENT OUTLET SIZE	MM				
10	WINCH DETAILS					
11	ROPE DESIGNATION					
12	ROPE DESIGNATION (Type)					
13	ROPE DIAMETER	MM				
14	ACCESSORIES TO BE PROVIDED					
15	PAINTING					
16	TESTING AND INSPECTION					
17	PERFORMANCE GUARANTEE- CAPACITY	TPH				
NOTES TO BIDDER						
1. ITEMS WHICH DEV MARKED WITHIN AST SCHEDULE OF DEVIA	3E	SIGNATURE OF BIDDER & DATE				
2. THIS DATA SHEET SHALL BE FILLED UP COMPLETELY AND A COPY SHALL BE ENCLOSED WITH EACH COPY OF THE BID.						



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

# GUJARAT INDUSTRIES POWER COMPANY LIMITED Surat Lignite Power Plant TELESCOPIC SPOUT DATA SHEET - C

### DATA / DRAWINGS TO BE SUBMITTED AFTER THE AWARD OF CONTRACT

- 1. List of drawings and documents to be submitted for review, approval and information With Scheduled submission dates.
- 2. Submission of Detailed dimensioned general arrangement drawing of Telescopic spout along with venting arrangements and push button control panel. These drawings shall indicate all the design data and information furnished in data sheets A and B.
- 3. Foundation drawing of telescopic spout assembly, venting arrangement and motor with static and dynamic loads, details of fixing, grouting and all relevant data required for design of foundation.
- 4. Cross-section drawing of the equipment with complete part list (Bill of Material), materials of construction and relevant standards for each part.
- 5. Motor dimensional drawing.
- 6. Surface preparation and painting procedures.
- 7. Catalogues, data sheets and drawings for Electrical and Instrumentation.
- 8. Installation, operation and maintenance manual.



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### SECTION - F

### List of Mandatory Spares to be supplied along with Telescopic Spout and Venting assembly.

Sr. No.	Item Description	Additional Description	UoM	Qty.	Remarks	
		Telescopic Spout				
1.	Rope Sheave Assembly for Telescopic Spout	Rope Sheave Material M.S.	No.	2		
2.	Wire Rope for Telescopic Spout	Wire Rope, 6 x 37 Conc. F.M.C. Galvanised,8 mm Dia.	Lot	1		
3.	Turn Buckle For Telescopic Spout	Turn Buckle For 8 mm Dia. Rope	No.	3		
4.	Pin Bush Coupling For Telescopic Spout		Set.	2	1set of Each type of Couplings	
5.	Bearing with Sleeves and Housing for Telescopic Spout	Bearing, Make-SKF/FAG	Set	1	1set of Each type of bearings	
6.	Bellow	Two Layers. Inner Layer Glass Fabric and Outer layer PVC coated Nylon Fabric	No.	1		
	<u>Vent Fan</u>					
1.	Fan Pulley		No.	1		
2.	Motor Pulley		No.	1		
3.	Bearings with sleeves and Housings( if any)		Set	1	1set of Each type of bearings	
4.	Impeller Shaft		No.	1		
NOTES TO E	NOTES TO BIDDER			SIGNA	TURE OF BIDDER & DATE	
BE MARKE	1. ITEMS WHICH DEVIATE FROM THE SPECIFICATION SHOULD BE MARKED WITHIN ASTERISK (*) AND DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS.					



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### SECTION - G

### PRICE BID NAME OF WORK: Engineering, Design, Supply, Erection/Testing/Commissioning, Supervision, Performance Test Guarantee of Telescopic Spout along with Proper Venting Arrangements and retrofitting with Rotary Feeder at Fly Ash Unloading Silo. Sr. Value in **UoM Description** Quantity No. Rs. Engineering, Design / Fabrication (relevant Arrangement Structural General Fabrication drawings shall be submitted for GIPCL's approval), Supply (including Freight charges up to GIPCL - SLPP site) of complete Telescopic Spout with necessary venting arrangements control panel, Push Button Station and mandatory spares as No. per Section-F. Supervision considering the deputation of Expert representative for the successful erection. testina commissioning, up to Capacity Test for your complete supplied system. The performance guarantee shall have to be proved for the minimum Ash unloading capacity of 120 Tonnes per Hour Erection (relevant General Arrangement) Structural Fabrication drawings shall be submitted for GIPCL's approval) of the complete Rotary Feeder (Shall be provided Lump by GIPCL) and Telescopic Spout assembly 2 Sum including the complete required support structures as per approved drawings and as per the detailed scope of work mentioned in Tender document. 3 Taxes Total Price (1+2+3) 4 (RUPEES ONLY)



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

All above prices shall be quoted through online only. Hard copy of price bid shall not be considered/ accepted.

COMPANY SEAL & SIGNATURE	
NAME OF AUTHORISED PERSON	
DESIGNATION OF AUTHORISED PERSON	
COMPANY	
DATE	



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### **SECTION - H**

### FORMATE OF PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

	• No
antee cove	
GUJARAT	
Post: Nani l	
a: Mangrol	
ict: Surat	
ode: 394 1	
Sirs,	
 I	ur Specification
accordance	



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)
the said bid for (Herein after called the Bidder) wish to participate in
As an irrevocable bank Guarantee against bid guarantee for an amount of
We, the
without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.
This Guarantee shall be irrevocable and shall remain valid up to if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from
In witness there of Bank, through its authorized Officer, has set its hand and stamp on this
***************************************
(Signature)



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

(Name)
Designation with Bank stamp:
Attorney as per Power of
Attorney No.
•
Dated

### Notes:

- 1. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.
- 2. Bank Guarantee for EMD Validity period shall be 180 days.



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### **SECTION - I**

### 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
То	
M/s. GUJARAT INDUSTRIES POWER (	COMPANY LTD.
At & Post: Nani Naroli	
Taluka: Mangrol	
District: Surat	
Pin code- 394 110 Gujarat	
Dear Sir,	
Purchaser which expression shall unless successors, administrators, a	Power Company Limited (hereinafter referred to as the repugnant to the context/or meaning thereof include its and assigns) having awarded tohaving its Registered Office/Principal Office)
(hereinafter referred to as the "CONTRA	CTOR" which expression shall unless repugnant to the successors, administrators, executors and assigns) a



### (Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

Order by issue of Purchaser's Letter of Intent No	datedand
same having been unequivocally accepted by the CONTRACTO	
agreed to provide a Order Performance Guarantee for the fai	thful performance of the entire
order including for the quality of the materials and/or workmans	ship, successful commissioninç
and satisfactory performance of the equipments/system and	satisfactory services rendered
during the guarantee/warrantee period of Months under	the said LOI/Order equivalen
to* (Percent) of the said value of the order to the purchas	ser
(Name & address of Bank)	
Having its Head Office at	(hereinafter referred to as
the "Bank" which expression shall unless repugnant to the cont	ext or meaning thereof, include
its successors, administrators, executors, assigns) do herel	by irrevocably guarantee and
undertake to pay the Purchaser, on written demand any an	d all moneys payable by the
CONTRACTOR to the extent of (in figures)	(Ir
words) as aforesaid at any tim	e up to (days/months/year
** Without any demur, rese	ervations, contest, recourse o
protest and/or without any reference to the CONTRACTOR. A	any such demand made by the
Purchaser on the bank shall be conclusive and binding notwiths	tanding any difference betweer
the Purchaser and CONTRACTOR of any dispute pending befor	e any Court, Tribunal, Arbitrato
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 contractor, 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 CONTRACTOR. 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 CONTRACTOR, 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 CONTRACTOR or any other course of or remedy or security



### (Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

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 CONTRACTOR and notwithstanding any security or other guarantee that the Purchaser may have in relation to the CONTRACTOR's liabilities.

Notwithstanding anything contained nerein above our liability under this Guarantee is restricted to Rs to Rs and it shall remain in force up to the including				
unless a written demand to enfwith us before expiry date, the Bank will be disch. This Guarantee shall be extended from time to timby the	force any claim under this Guarantee is lodged arged from its liabilities under this Guarantee. ne for such period or period as may be desired			
Dates thisday ofday	20			
At				
	Signature			
	Banker's rubber stamp:			
	Name			
	Designation with Bank stamp:			



		Attorney as per power of
		Attorney No.
		Dated:
Note:		
*	This sum shall be Five Percent (5%) of the	Order Price.

- \*\* The date will be the date of end of the Warranty period as specified in the order
- + In case of Foreign Bank Guarantees, the same shall be routed through their correspondent Bank in India.
- The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### SECTION - J

### **DEVIATION SHEET**

### Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

All the deviations from the terms & conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

Company's Seal	
	Signature
	Name
	Designation
	Company
	Date



(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### **SECTION - K**

### PERFORMA CERTIFICATE

(No claim, No arbitration)

To,	
General Manager (SLPP)	
Gujarat Industries Power Company Limited,	
Surat Lignite Power Plant,	
Village: Nani Naroli, Ta. Mangrol,	
Dist. Surat – 394110 (Gujarat).	
Dear Sir,	
Subject:	
Ref: Work Order No.:	dated

We hereby confirm with free consent as under:-

- 1. The measurements certified in final bill are full and final. We accept all the certified measurements and no claim related to the measurement is left.
- 2. The payment certified in that or above referred LoI / contract is full and final. We accept this, and no claim related to payment is left.
- 3. The rates of the LoI / contract and its amendments are firm till completion of contract and extension period. We shall not claim any escalation against these rates.
- 4. Along with the contract referred, the ARBITRATION CLAUSE also perishes i.e. we will not resort to arbitration.
- 5. No extra items are left to be settled.
- 6. We do not have any claims against any item related to the Lol than those items certified in the bills.



### (Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

- 7. We are accepting the recoveries or hold amount from our bills, if any, made by GIPCL against non compliance or as decided by GIPCL within terms & conditions of contract.
- 8. We have paid royalties, taxes for all the materials procured by us, for carrying out the works for above LoI and we indemnify GIPCL from any liability arising thereof.
- 9. In case of any disputes arising in future related to payment of royalties, all liabilities of settlement of dispute and its payment if any, will be borne by us.
- 10. We have paid wages to all the workmen who were deployed by us for carrying out above referred work as per prevailing Minimum wages act. We have also fulfilled all requirements of the P.F. Act. We have maintained all records necessary as per the statutory requirements. We hereby indemnify GIPCL from any disputes arising in future related to payment of labours, Provident Fund, etc.. and confirm that all liabilities of settlements of disputes and their payment is our responsibility.

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

For, M/s	Signature, Stamp and date
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(Bid No.: GIPCL/SLPP/AHS/CAPEX/TELESCOPICSPOUT/2018-19)

### **SECTION - L**

(To be submitted on Company's Letter Head)

### **Declaration for Contractual Disputes/ Litigations**

I	on that	beh		of not	<u>Name</u>		of
Industrial Dispute(S) or have invoked against any Govt. of Gujarat Undertak supported companies / undertakings / are no ongoing/pending legal matter(s) GoG supported Companies, including C	legal kings / organi ) with a	recour Depts zations any of	rse e.ç . / Aut s for th	g. Arl thoriti ne las	oitration and/or es and Govt. of st Five (05) year	litiga f Guj s. Th	ntion arat nere
I/We also confirm that M/slisted under stop Deal by any Govt, of Govt. of Gujarat supported companies for the last Five (05) years.	f Gujar	at Und	dertakir	ngs /	Depts. / Author	ities	and
The above is true, as on date, to the be in this regard shall amount to disqualific		•	•	•		tatem	nent
				Sia	ned and Stampe	ed by	the
				3	Authorized S	,	
					of the Bidde	er	