



GUJARAT INDUSTRIES POWER COMPANY LIMITED

REQUEST FOR PROPOSAL (RFP) DOCUMENT

**Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA
INTEGRATION/2018**

**IMPLEMENTATION OF CENTRALIZED MONITORING SYSTEM BY
INTEGRATION OF DATA OF GIPCL CONVENTIOANL AND RENEWABLE
ENERGY SOURCES & SUPPLY OF REQUIRED SOFTWARE AND
HARDWARE**

Note: All interested Bidders who have downloaded the RFP document are advised to regularly visit the company website www.gipcl.com AND <https://gipcl.nprocure.com> for any updates / clarification / amendments, pertaining to this RFP. All necessary updates/notification shall be posted only on any of these websites and will not be published in newspaper. Bidders shall submit their Bids taking cognizance of the same. Bids submitted without taking into consideration any such amendment / notification / clarification prior to closing date shall be treated as non-responsive and shall be liable for rejection.

I N D E X
RFP Bid Document
SECTION-I

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PART-I

SECTION – I **NOTICE INVITING TENDER (NIT)** **AND** **REQUEST FOR PROPOSAL (RFP)**

1.1 NOTICE INVITING TENDER



GUJARAT INDUSTRIES POWER CO LTD **NOTICE INVITING TENDER (NIT)** **Competitive Bid (CB)**

Gujarat Industries Power Co Ltd (GIPCL) invites offers under Two Part bidding system from reputed firms having proven track record, execution capabilities and experience with sound financial background as per Qualification Criteria mentioned in the tender to establish a Centralized Monitoring System by Integrating data from its Conventional and different Renewable Energy Sources with supply of required software and hardware. . The RFP / Tender Document :GIPCL/CENTRALIZED MONITORING SYSTEM- DATA INTEGRATION/2018 is uploaded on <https://gipcl.nprocure.com> and can also be accessed from company's website ID www.gipcl.com. The last date for submission of the Bid is 04.01.2019, up to 14:00 Hrs (IST).

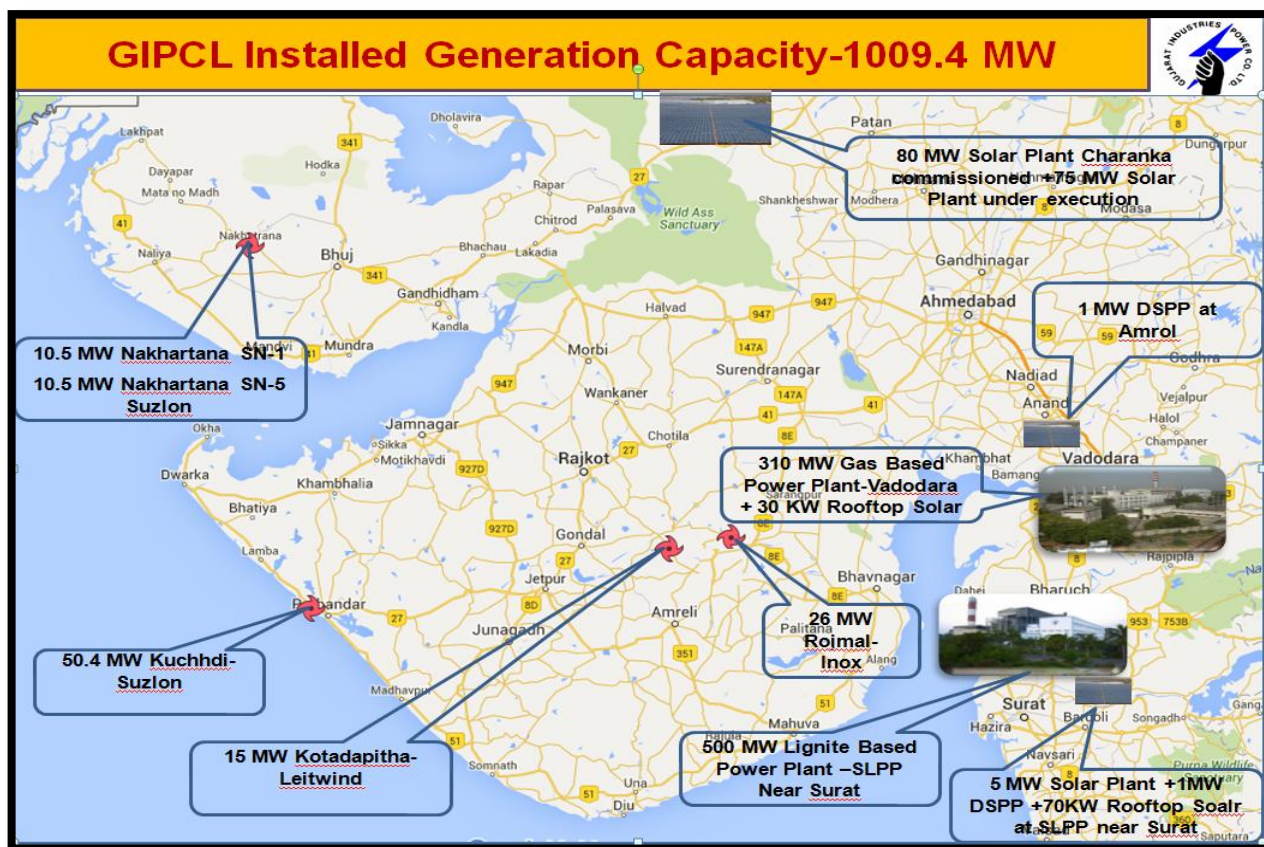
1.2 REQUESTS FOR PROPOSAL (RFP)

This RFP Bid document by GIPCL is to invite offers from prospective bidders for Design, Engineering , Manufacture ,Supply, Install, Networking, Testing and successful commissioning of A Centralized SCADA System for real-time (1/5/10/15 minute) visualization of Renewable & Conventional Assets of GIPCL. The scope shall cover supply of all the required Hardware & Software. The SCADA software shall collect data (1/5/10/15 minute) from different sources primarily through FTP Server and store in a secure database in the Central SCADA Server cum Web & FTP Server. Creation of customized Dashboards, MIS Reports, Event & Alarm Annunciation, Historian, Graphical Charts & Trends, Mobile Application & Web Version etc. shall broadly form scope of work.AMC of the supplied system subsequent to successful commissioning as per terms of RFP shall also be in scope of Bidder.

2.0 GIPCL Profile & Background:

GIPCL was incorporated in 1985 as Public Limited Company under the auspices of Government of Gujarat. The company is engaged in business of Electrical Power Generation. The total present capacity of GIPCL is 1009.4 MW comprising of various conventional and renewable projects as shown below.

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The company has a vision to transform itself into a national level power sector enterprise. The company is having its registered office at P.O. Petrochemicals, Vadodara, Gujarat-391346.

It commissioned its first power project; a 145 MW gas based Combined Cycle Power Plant in February, 1992 at Vadodara. Power from this plant is distributed to its promoters in proportion to their original equity holding.

The company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November, 1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

It commissioned 250 MW Lignite based Power Plant at Nani Naroli, District Surat in November, 1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. It also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant.

2 x 125 MW SLPP Phase II was commissioned in April 2010.

It Commissioned a 5 MW photovoltaic Grid connected Solar Power Station at Vastan Mines of Surat Lignite Power Station in January 2012. GIPCL also commissioned 2 x 1 MW Distributed Solar PV Plant at Amrol near Vadodara and at Mangrol near Surat. GIPCL also commissioned 2 X 40 MW Solar power

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plant at Charanka Gujarat & with that GIPCL crossed the milestone of 1 GW installed capacity.

As part of its green energy initiative, GIPCL has stepped up its wind energy generation portfolio & already successfully commissioned total 112.4 MW at different sites in the state of Gujarat. GIPCL also intends to further add up to 200 MW capacity Wind Power Project in the near future.

GIPCL is implementing a 75MW Solar PV Project at Charanka Solar Park.

Significant capacity addition in Wind & Solar in diverse locations is anticipated in the near future.

3.0 Bid Information Sheet

Sr. No.	Description of Item	Particulars
1	Design, Engineering, Manufacture, Testing, Supply, Installation, Cabling, Interfacing with GIPCL LAN, Software Development for Centralized Monitoring (SCADA) System by eligible & qualified Bidder. The scope shall comprise pushing/collecting data through FTP Mode from various sources, query from existing SQL Databases, from Solar Inverters through Modbus RTU and creation of a Realtime Dashboard Display, Reports-Graphical and Excel, Trending, Historian and Analysis, Alarm/ Event Generation, SMS, E-Mail of Scheduled Reports, creating Mobile application & Web Version. Collection of data from Inverters/Energy Meters through Data Concentrators, creating required data file for pushing through FTP to Central Server shall also form part of scope of work. Main purpose for RFP is to integrate data and develop a centralized monitoring facility at Baroda GIPCL from its renewable as well as conventional sources.	At Baroda GIPCL

2	Completion Period	Maximum within 3 three Months from the Issuance of LOI
3	Mode of Tendering	Open Competitive in Single Stage Two Part bidding.
4	Tender Fee (non-refundable)	Rs.1,000/- (Rupees One Thousand only)
5	Earnest Money Deposit (EMD)	Rs. 50000/- in the form of DD/ BG
6.	Tender documents available for download on Web site	From 06.12.2018 to 04.01.2019 from website: https://www.nprocure.com or https://gipcl.nprocure.com OR Bidder can also view and download the RFP, from GIPCL Website www.gipcl.com .
7	Last Date for physical & online submission of Bids	<p>Last Date :04/01/2019 Up to 14:00 hrs (IST) for Online submission on n-procure</p> <p>Last Date:05/01/2019 Up to 14:00 hrs (IST) for Physical submission at GIPCL office</p> <p>Part- I (Technical) (Envelop-I) along with Tender Fee and EMD and (Envelop-II) Technical bid to be submitted in Physical form in two separate sealed envelope addressed to Bid Submission Address mentioned at Sr.No.11 of this table.</p> <p>Part-II (Price Bid) is STRICTLY TO BE SUBMITTED ONLINE on or before due date and time to website https://gipcl.nprocure.com in line with Instructions to Bidders as per RFP, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard. Bid submitted with Physical Price Bids Envelope shall become liable for rejection.</p>
8	Date & Time of Pre-Bid Meeting	Date:18/12/2018, Time:11:00 hours (IST) Venue: GIPCL Corporate Office,PO: Petrochemicals-391 346,Vadodara
9	Date & Time of Opening of Un-priced Bid (Part-I)	As per GIPCL internal schedule.
10	Date & Time of Opening of Price Bid (Part-II)	After completion of Technical (part- I Bid).To be intimated later on to qualified Bidders.

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11	Contact Person and Bid Submission Address for Part- I (with EMD+Tender Fee)	Mr. S. N. Purohit – Gen. Mgr. (BD & BO) Gujarat Industries Power Company Limited, PO:Petrochemicals-391346,Dist.Vadodara, Gujarat, India. Tel.:+91-265-2230185 Fax:+91-265-2230029,Email: scada@gipcl.com
12	Location of System	Main Server At GIPCL Baroda, DCU & associated equipment at SLPP,Mangrol & Amrol
13	Currency of Offer	Quoted Price should be in Indian Rupees Only.
14	Payment Terms	As per Clause No.11 of payment terms.
15	Evaluation of Bids	Evaluation of Bids shall be done as per Clause No.8 of RFP
16	Validity of Offer	Offers shall be valid for a period of 120 days from bid submission due date.
17	Contract Security cum Performance Bank Guarantee (SPBG)	The successful bidder will have to submit Contract Security cum Performance Bank Guarantee (SPBG) for an amount equivalent to 10% of Contract Value within 10 days of issue of Award of LOI, with a validity of 12 months from scheduled project completion. In case of non-submission of SPBG as per Proforma within stipulated time, GIPCL reserves the right to terminate/ cancel the LOI without any Financial implication to GIPCL.
18	Quotation to be on 'Firm' price basis	Prices quoted as per Price Schedule of the Bid Document by the bidders shall remain 'Firm' during the bidder's Performance of the contract and not subject to variation on any account. Quotation submitted with variable price will be treated as non- responsive and the same shall be rejected. Bidder has to submit Bid offered in a separately sealed Envelop (Part-I) along with EMD and submit Price Bid (Part-II) online strictly as per Bid Instructions. Offer for each site shall be treated as a separate Bid and evaluated accordingly.

19	Taxes, duties, levies etc	GST and other statutory levies solely in respect of transaction between the Owner and the supplier under the contract shall be included in the tender price only. However any increase in Taxes / Duties / Statutory levies post Bid submission shall be reimbursed by GIPCL on submission of documentary proof. Similarly any benefits arising out of such Statutory levies/taxes etc shall be passed on to GIPCL by the Bidder.
20	Queries regarding Bid	Any queries regarding bid shall be mail to mail id scada@gipcl.com to GIPCL at least 3 days prior to the Pre Bid meeting
21	Queries Regarding Online Portal	For any queries related to online registration, download, bid submission etc. on n-procure portal, Bidder may contact at following: (n) Code Solutions – A division of GNFC Ltd. 403, 4th Floor,GNFC Info Tower,S G Road Bodakdev, Ahmedabad – 380 054 (India) Tel: +91 79 4000 7323 +91 79 4000 7300 E-mail: nprocure@ncode.in www.nprocure.com Toll Free: 1800-419-4632

4.0 Objectives

Presently Conventional as well as Renewable plants are monitored and controlled at respective plant locations through independent Control/Monitoring system or SCADA of OEMs. In the above scenario it is very difficult to monitor full Company Asset's Daily Performance i.e important/ critical parameters like generation, Availability factor, stoppages, Alarm History and scientific analysis of performance of various Machines/Sites.

This RFP's Objective is to establish state of the art Centralized Monitoring system with data integration from different OEMs data base for Wind Projects, data from company's Conventional and Solar Installations-ground mounted and rooftop. Necessary hardware, software, communication and network equipment, cabling and large screen displays shall be deployed by bidder.

The design has to take care of the detailed analytics required for timely alerts related to deviation in performance and events requiring

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attention/maintenance. Performance Monitoring, Analysis, MIS Reports, Commercial Reports, secure database of data, historian, timely alerts of critical events in the Wind and Solar Assets is to be achieved through this implementation.

5.0 Definitions:

ABT shall mean Availability Based Tariff

Bid/Tender/RFP/ Bid Document shall mean the proposal submitted by the Bidder in response to this RFP in accordance with the terms and conditions hereof.

CMMI shall mean Capability Maturity Model Integration

Completion Certificate shall mean certificate issued by owner for completion of work as per detail scope of work of this RFP and submission of documents for project as per requirement.

Contractor shall mean the firm / company or party on whom the Letter of Intent /Work Order for faithful execution of the work mentioned herein is placed and shall include his / her / theirs, legal representatives and successors and permitted assigns.

Contract Value/Total Project cost: Project cost as submitted by Bidder in Price Bid P-I (Annexure-A) against supply of Software & Hardware with price built-in for providing post-commissioning O&M services for first one year from date of successful completion/handing over i.e. X + Y of Price Bid P-I.

Defect Liability Period: Period of 12 (Twelve) months from the date of Scheduled completion of Project or successful handing over whichever is later

Effective Date / Zero Date shall mean the date of issue of Mail / Letter of Intent (LOI).

Engineer-in-Charge" shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorized by the Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.

GIPCL/OWNER shall mean Gujarat Industries Power Company Limited having its Registered office at PO: Petrochemicals – 391 346, Dist. Vadodara, Gujarat. India. The term GIPCL includes successor, assigns of GIPCL.

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GST: Goods Service Tax

GO LIVE means System becomes operational as per the detailed scope of work with the available inputs and certification of GIPCL Project Head.

kW / MW means Kilo Watt / mega Watt.

Project Head" shall mean Administrative Officers authorized to deal with the Project by GIPCL

Schedule Completion Period shall mean the period by / during which the work shall be completed as agreed herein between the Owner and the Contractor i.e. 3 months from award of LOI.

SCADA shall mean Supervisory Control and Data Acquisition system

Tenderer/Bidder shall mean the Bidding Entity or the Bidding Consortium which has submitted a proposal, in response to this RFP to Owner.

O&M shall mean Operation & Maintenance of offered SCADA system which inter alia includes provision of any spares, tools ,software and hardware or such materials / equipments that may be required for maintaining the system in operation.

6.0 Instruction to Bidder (ITB) and Bid Submission

6.1 Instruction to Bidder

- 6.1.1 Bidders are required to furnish all information and documents as called for in this document in English language.
- 6.1.2 Addenda to the tender document could be issued prior to the last date of submission of the Bids to revise any of the tender condition.
- 6.1.3 All addenda, clarification, etc are to be considered an integral part of the tender document and Bidder shall be deemed to have taken in to account while submitting his Bid irrespective of the fact that whether the clarification, amendment, addenda issued is relevant to the query raised by him. All such clarification/amendment etc will be web hosted and can be viewed in either on www.gipcl.com or <https://www.nprocure.com> or <https://gipcl.nprocure.com>. It is the responsibility of Bidder during the tendering stage to regularly visit both web sites and keep himself updated on any such postings prior to submission of the Bids. Bids submitted without cognizance of any such postings would be treated as non responsive and is liable to be

rejected.

- 6.1.4 Bidder is required to take into account all addenda in his Bid received during the bid period and to confirm / attach the same in the Bid.
- 6.1.5 The decision of GIPCL regarding consideration and viability of the offer will be final and GIPCL will be under no obligation to give any reply, justification to any of the Bidder in any form. No communication in this regard shall be entertained post submission of the Bid.
- 6.1.6 Bid should be filled in only with ink or typed. Any bid filled in by pencil or otherwise shall not be considered.
- 6.1.7 All additions, alterations, and over-writings in the bid or accompanying documents must be clearly signed and stamped by the authorized signatory to the bid.
- 6.1.8 It is suggested that bidder may visit GIPCL with prior permission to get familiarized with the site and actual scope of work, discuss with the concerned officials and get fully appraised before bid submission.

6.2 Bid Submission

- 6.2.1 All documents shall be submitted in 1(one) original plus 1 (one) copy. Bidder to submit price Schedule in the same format of RFP .Technical bid with copy of unpriced bid shall be submitted in Part-I with clearly super scribed name of the Bidder on the Envelope along with EMD and Tender fee.
- 6.2.2 Bidder will have to upload scanned copy of **Bidder & Bid Information (Annexure-II)** as per attached format as a part of Technical Bid (Part-I) on nprocure portal in the Technical Bid section. The original Annexure-II shall be submitted along with the physical bid. Any queries related to Bid may be mail to **scada@gipcl.com**.

6.2.3 Bid shall be submitted in Two Part

A: Part: I –Technical with Tender Fee and EMD in Physical form (In a separate sealed envelope)

Part I shall contain following:

Envelope I + Envelope II, both separately sealed and put in another sealed cover super scribing Part – I clearly as follows:

a) Envelope-I : Earnest Money Deposit (EMD along with Tender Fee)

The Earnest Money deposit (EMD) shall be placed in a separate

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sealed envelope marked as “EMD” and Tender No.
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INTEGRATION/2018 along with Tender Fee.

b) Envelope-II : Un-priced / Technical Bid With Supporting Documents including Bid eligibility criteria :

The Un-priced bid shall contain one duly signed and stamped on each and every page of tender document and addenda, if any.

Price Schedule format with prices kept blanked shall be submitted as a token of acceptance of the same.

Necessary documents complete in all respect in support of meeting with Bid Eligibility Criteria and Bid Evaluation criteria shall be furnished along with all other documents sought under this tender document.

The respective envelopes are to be super scribed as EMD along with Tender Fee (Envelop-I), and Technical Bid (Envelop-II) (PART-I). All the above two envelopes i.e. EMD along with Tender fee and Un-priced / Technical Bid shall be put inside one single envelope, sealed and clearly super scribed on the envelope.

BID DOCUMENT – DO NOT OPEN
BID DOCUMENT (Part-I-Technical) FOR SCADA
INTEGRATION
TENDER NO. : GIPCL/CENTRALIZED MONITORING SYSTEM- DATA
INTEGRATION/2018
DUE DATE: 04.01.2019 up to 14:00 hours IST

For understanding purpose, for Bid submission, a pictorial view for enclosing Envelopes and submitting Technical Bid Part-I in physical form with EMD as per RFP is depicted below:

Main Bid Envelope for Submission (Addressed to Bid receiving address as per RFP)

BID DOCUMENT – DO NOT OPEN
BID DOCUMENT (Part-I-Technical only) FOR SCADA INTEGRATION
TENDER NO. : GIPCL/CENTRALIZED MONITORING SYSTEM – DATA INTEGRATION/2018
DUE DATE : 04.01.2019 up to 14:00 hours IST

Name of the Bidder

To,
Bid Submission address of GIPCL as per RFP

From:
Bidder's
Details

ENVELOPE PART- I (SEALED) (1 ORIGINAL + 1 COPY)
EMD WITH TENDER FEE
ENVELOPE I (SEALED)

TECHNICAL- BID
ENVELOPE –II (SEALED)

Note: Bidder must submit Price Bid as per GIPCL RFP format only in electronic form online to <https://www.nprocure.com> or <https://gipcl.nprocure.com> only as per Bid Instructions. Bids received containing Prices in Physical form shall be outrightly rejected.

Electronic form in context of Price Bid shall mean Bidders should submit copy of Price Schedules electronically signed by authorized signatory as per RFP on nprocure web site at relevant section. This shall be applicable wherever indicated in the RFP or submission of prices online.

B. Part-II: Price Bid

All Bidders kindly note that Price Bid must be submitted online in electronic format only through e-tendering on n-procure portal at <https://gipcl.nprocure.com> or as notified by GIPCL after completing registration and with valid digital signature certificate by authorized signatory strictly as per GIPCL RFP format and Bid submission instructions only. Price Bid shall be submitted online strictly as per Price Bid Formats.

It should contain only the "Price Schedule" complete with rates / prices filled in. The "Price Schedule" shall be free from any terms and conditions. "Price Bid" containing any new / fresh condition shall be liable for rejection.

6.2.4 Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission". GIPCL – shall not be responsible for any delay in submission of Bid and inability of a bidder to submit bids on "Due Date & Time of Bid-Submission".

6.2.5 Any bidder who wishes to quote against this Tender may download the Tender Document from GIPCL website www.gipcl.com or form <https://www.nprocure.com> or <https://gipcl.nprocure.com>. Bidder may go through the e tendering instruction for online Bid participation through n-procure platform at clause 6.3 for further details and guidance for participation in the tendering process through e-tendering. In case of any queries related to e-tendering system, Bidder may write/contact at following details:

(n) Code Solutions –
A division of GNFC Ltd.
403, GNFC Info Tower, S G Road Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 79 4000 7300
Fax: +91 79 4000 7533
E-mail: nprocure@ncode.in
www.nprocure.com
Toll Free: 1800-419-4632

6.2.6 Bidder must submit Part-I (Technical) Bid in Physical form with EMD and Tender Fee with other supporting documents for qualification & Un-priced copy of price schedule as per RFP format only to Correspondence Address

Part-I (Technical) Bids in Physical form to be submitted to following address:

Mr. S. N. Purohit
General Manager (Business Development &
Baroda Operations)
Gujarat Industries Power Co Ltd
P.O Petrochemicals, Dist: Vadodara-391346
Phone : +91-265-2230185
Mobile : +91-9909035311
Fax : +91-265-2230029
Email : scada@gipcl.com

All Bidders noted that all correspondences /clarification /queries to be raised /posted on scada@gipcl.com.

- 6.2.7 All documents shall be submitted in 1(one) original plus 1 (one) copy.
- 6.2.8 In case price bid is received in Physical condition and / or contained / mentioned anywhere else the offer will be rejected.
- 6.2.9 The EMD shall be in the form of Bank Draft or Original irrevocable Bank Guarantee of equivalent amount as per **Annexure-VI** issued by approved Bank listed at **Annexure-IX** in favour of Gujarat Industries Power Company Limited valid for a period of 120 days from the due date of the submission of the Bid.
- 6.2.10 EMD shall be non-interest bearing. Any bid, not accompanied with requisite EMD shall be summarily rejected.
- 6.2.11 Owner shall not be responsible for any delay, loss or non-receipt of bids sent through post / courier / or other means / reasons, whatsoever.
- 6.2.12 Part-I (un-priced Bid separately for each site) of the Bids submitted by due date and time at the above address shall be opened as per the Schedule mentioned.
- 6.2.13 Owner may at its sole discretion, extend the bid submission due date / time.
- 6.2.14 Bid document may be checked before submission to ensure that all information/ documents required for qualification are included.
- 6.2.15 Transfer of bid document issued to one prospective Bidder to any other party is not permissible.
- 6.2.16 Intending Bidders are required to carefully go through the instructions included in the bid document and participation in e-tendering through n-procure platform and get fully acquaint themselves with Bidding procedure. It would be the sole responsibility of the bidder to submit Bid strictly as per Bidding Instructions contained in the RFP and complete necessary formalities of registration, obtaining valid Digital Certificates for authorized Bid signatories etc from n-code solution as per the contact details given in the RFP Bid document. Bidder shall borne all cost associated with completing any such formalities for participation. Bidder must furnish complete information, necessary documents and schedules in line with RFP. Incomplete information, inadequate supporting data, Bids without complying or adherence to online participation formalities as prescribed shall make Bids non responsive and shall be liable for rejection.
- 6.2.17 The Bidder will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid.

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- 6.2.18 It should be clearly noted that under no circumstances any time extension or any financial or any other kind of adjustment would be permitted for want of non-familiarity of work or work site, e-tendering procedure etc.
- 6.2.19 All costs towards visit(s), conference(s), preparation and submission of bids shall be borne by the Bidders themselves.
- 6.2.20 **At any time, prior to last date of receipt of bids, Owner either on its own initiative or in response to clarifications requested by a prospective Bidder, may amend/correct the RFP document by issuing an amendment/corrigendum/clarification by way of posting it on the website of the company i.e. www.gipcl.com or <https://www.nprocure.com> or <https://gipcl.nprocure.com> from time to time. GIPCL will not issue any clarification/amendment in newspaper and all information related to this RFP will uploaded on above mentioned websites only. All prospective Bidders should regularly keep updating themselves for issue of any such corrigendum/amendment/clarification etc and other Bid related information. Bidders should submit their Bids taking into consideration impact of any such clarification / amendment / corrigendum etc issued prior to closing date. Bids without cognizant of any such information shall be treated as non responsive and liable to be rejected.**
- 6.2.21 After opening of proposal and till final selection of successful Bidders(s), no correspondence of any type will be entertained, unless called for by owner. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.
- 6.2.22 Bidders are advised to submit offers strictly based on the terms and Conditions and specifications contained in the bid documents. Bidder to sign **“No Deviation Certificate”** as per **Annexure-V** Bids with deviation or conditionality with respect to RFP and any subsequent written clarification/amendment/corrigendum issued to the RFP prior to submission date, may not be considered for evaluation and may be liable for rejection.
- 6.2.23 **The Bidder must quote the prices in line with the formats provided in the document.** Quoted rate / cost shall be entered in words as well as in figures. These should not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which leave any room for doubt. In case of difference in figures and words, the amount written in words shall prevail and shall be considered for evaluation.
- 6.2.24 A single authorized representative of the Bidder should sign and affix
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seal on each page of the bid document. Proof for authorization for signing the document shall be furnished by the Bidder.

- 6.2.25 Bid proposal preparation is the responsibility of the Bidder and no relief or consideration will be given for errors and omissions.
- 6.2.26 Bidders shall declare that they have not been banned by any Government or quasi Government agency.
- 6.2.27 Bidders are advised to submit offers in accordance with the terms and conditions and specifications contained in the tender document.

6.3 Instruction for Online Tendering:

- (i) Tender documents are available only in electronic format which Bidders can download free of cost from the GIPCL Web site: www.gipcl.com and also from web site: <https://www.nprocure.com> or <https://gipcl.nprocure.com> up to 04.01.2019.
- (ii) Part-I (Technical Bid) along with EMD & tender fee to be submitted in physical form at designated address. Part- II Price Bid should be submitted only online through the website <https://gipcl.nprocure.com> or <https://www.nprocure.com>. No physical submission of Price bid will be entertained. Bids submitted through fax, e-mail, or any other electronic form except designated portal platform is liable for rejection.
- (iii) In case of visibility of ranking of Bidders and prices online after opening of Price Bid, it shall not be treated as ranking for deciding the order. The quoted prices will be evaluated further for GIPCL to work out a final decision for placement of order along with other parameters outlined as per Bid Evaluation Methodology prescribed in this tender/RFP document.
- (iv) Bid submission shall be considered valid only if both Part-I in physical form & Part- II (Price Bid) in electronic form are submitted before due date and time. Failure to submit any of the Part before due date and time will make Bid invalid.
- (v) Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of

GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below. All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering.

**(n) Code Solutions –
A division of GNFC Ltd.
403, GNFC Info Tower, S G Road Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 79 4000 7300
Fax: +91 79 4000 7533
E-mail: nprocure@ncode.in
www.nprocure.com
Toll Free: 1800-419-4632**

Kindly note that valid Digital Signature Certificates is must for all the interested bidders in the name of Authorized Bid Signatory. Online tendering process is not possible without valid digital signature certificate. Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect of filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.

- (vi) Problems in hardware/software, internet connectivity, system configurations, browser settings etc for what so ever reason shall not be considered for extension of tender closing date and time.
- (vii) (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder. (n)code solutions is fully authorized to issue digital signature certificate to bidders.
- (viii) All the bidders who have no facility to participate in on-line tenders are requested to contact (n) code solutions for the same.
- (ix) All the correspondence in respect of training, support or digital signature certificate should be addressed to (n) code solutions directly on the above mentioned address.

6.4 DISQUALIFICATIONS

Owner reserves the right at its sole discretion to disqualify any Bidder or reject any Bid on any of the following grounds:-

- 6.4.1 Found having indulged in corrupt or fraudulent practices in any bid process in the past.
- 6.4.2 The Bid not being accompanied by any supporting documents or Annexures required to be submitted in accordance with the RFP /tender document.
- 6.4.3 Failure to comply with the requirements of Instructions to Bidders & RFP or the Bid being non-responsive to the requirements RFP.
- 6.4.4 If the Bid is not signed, sealed and marked as stipulated in the ITB or does not contain all the information as required in this ITB or in line with the formats specified in the ITB.
- 6.4.5 Any Bid not accompanied by a Bid Security / EMD.
- 6.4.6 Any Bid received after the “Due Date” mentioned in the relevant Clause.

6.5 REJECTION OF BID

- 6.5.1 No Correspondence by any bidder shall be entertained till such time decision in the matter is taken unless otherwise specifically asked for by Owner.
- 6.5.2 The bidder must quote the prices in line with the formats provided in the document, failing which the tender is liable for rejection. The rate / cost shall be entered in words as well as in figures. These should not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which may leave any room for doubt.

6.6 FORCE MAJEURE

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, acts or war rebellion, sabotage, fire, floods, explosions riots earthquake, provided always that such occurrences result in impossibility of performance of the contract. Only events of Force Majeure

which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

6.7 ARBITRATION

In case of any dispute the arbitration shall be in accordance with Indian Arbitration and Conciliation Act 1996. The venue of arbitration shall be Vadodara, Gujarat.

6.8 JURISDICTION / GOVERNING LAWS

6.8.1 Jurisdiction: For all disputes arising of this contract, the jurisdiction shall lie under the jurisdiction of direct courts in the city of Vadodara only, in the state of Gujarat (India).

6.8.2 Governing Laws: The contract shall be governed by and constructed according to the laws in force in INDIA.

6.9 GENERAL

Although details presented in this Bid Document have been complied with all reasonable care, it is Bidder's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between various documents / stipulations. No dispute or claims will be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

6.9.1 Request for sending the tender documents by post, courier or any other mode shall not be entertained.

6.9.2 The bid is to be submitted complete in all respect as per terms and conditions of the Tender document / RFP document along with Tender fee in the form of crossed demand draft only in favour of GIPCL payable at Vadodara and EMD in form of BG.

6.9.3 Bids must be received through courier / registered post, authorized representative not later than the date and time specified in the tender. Bids submitted through Fax/ e-mail or any other electronic form shall be rejected.

6.10 SUBMISSION COPIES OF CERTIFICATES / DOCUMENTARY PROOFS

6.10.1 Bidders are required to submit copies of all certificates / documentary evidences towards proof of meeting the stated "Bid Evaluation

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Criteria" as described in clause 8.0 along with the other requisite documents. Non-submission of copies of requisite certificates / documents shall render the bid non- responsive, and shall be liable for rejection.

- 6.10.2 Bid shall only be submitted by firm(s) whose experience is furnished as documentary proof towards fulfilling the Qualifying Criteria. In case the experience claimed for Qualifying is of parent company, Bid should be submitted by parent company or accompanied by Letter of Association specifically addressed to GIPCL with all resource commitment from parent company with Bid security /Guarantee from parent company. Bid submitted without such Letter of Association along with the original Bid, shall be liable to be disqualified for further evaluation and Bidder's EMD shall be forfeited.

7.0 Bidder's Eligibility Criteria

Bidder on its own should satisfy following Eligibility Criteria. **The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof with requisite details for meeting the Eligibility requirements against each point as below in line with *Annexure-IV* of this RFP document.**

A. Technical Eligibility:

- 7.1 The Bidder should have past experience of Design, Engineering and successfully implementation of Control, Monitoring & Reporting system i.e. ((SCADA /Data Acquisition system) with Energy Management solutions)) on turnkey basis for at least cumulatively **250 MW** capacity in Energy/power sector /power plant/Process plants/captive power plant as on date of bid submission.
- 7.2 Bidder should have experience in Renewable sector for successfully implementation of Control, Monitoring & Reporting system i.e. ((SCADA /Data Acquisition system) with Energy Management solutions))
for
At least one single project of minimum **10 MW** capacity in each wind and solar with cumulative capacity of both solar and wind project of minimum **75 MW during last 5 years** as on date of bid submission.
- 7.3 Bidder should have experience for Data Integration from different Sources through FTP/OPC, SQL SERVER OR other Database, MODBUS, Serial communication like RS 485,RS232 etc and should have integrating experience of ABT Class Energy Meters, Transducers etc. & providing database Software with ODBC connectivity, creation of Web & Mobile Application.

- 7.4 Bidder should have successfully carried out O&M of SCADA /Data Acquisition system of similar nature .
- 7.5 Bidder should submit the list of persons proposed to be assigned for this GIPCL job. The company should have minimum 5 qualified persons with at least 5 years experience of SCADA System design, customization and successful integration and development of customized reports.
- 7.6 Bidder should have a service engineer based in Gujarat .

B. Financial Eligibility:

- 7.1 Bidder shall have had Annual Average Turnover of **Rs.1 Crores** in last three Financial Years.
- 7.2 Bidder shall have positive Net worth in last financial year as on 31.03.2018.

Note: Bidder shall submit Annual Audited Reports/CA certified document as documentary evidence against financial eligibility.

GIPCL shall 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 has been 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.

8.0 Bid Evaluation

Evaluation of both Technical (un-priced) bids and priced bids shall be done separately.

- 8.1 The evaluation process of the tender, proposed to be adopted by the GIPCL is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the GIPCL may adopt.

(A) Criteria for Evaluation of Bids

- (i) A **two stage** procedure shall be adopted for evaluation of proposals i.e. Eligibility and technical as well as financial evaluation. Selection of successful Bidder shall be based on **Quality-cum-Cost Based Selection (QCBS)** criteria. This takes into account both the technical capability of the Bidder as well as the cost of services. The Technical and Price Proposal will be given **60:40 weightage** respectively.
- (ii). Technical evaluation of the un-priced bids shall be carried out first. This will be done on the basis of

Eligibility Criteria as given in this RFP and completeness and conformity of the bids with respect to RFP requirements. GIPCL will review the technical bids to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.

- (iii). The submitted evidences, documents, attested copies of work orders & work completion certificates etc to be check as a proof with EMD & Tender Fee and also provide the requisite details for meeting the eligibility requirements.
- (iv) GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job.
- (v) Price Bids of only technical acceptable bids shall be considered for further evaluation. Price bid of technically accepted bid shall be opened on n-procure platform. GIPCL shall evaluate the Bids received and accepted by it to ascertain the Bid is in conformity with the specifications of the tender documents.
- (vi) Any Deviation either technical or financial will be out rightly rejected.

(B) Criteria for Technical Evaluation of Bids:

(i) Bids, not satisfying the Bid-eligibility criteria will be rejected. GIPCL will assign Points to the technically qualified bidders based on the technical evaluation criterion as follows:

Bid Evaluation Criteria & Methodology
Technical/Quality Evaluation

Sr. No	Criteria	Maximum Points (Quality Points-Qp)	Criteria for assigning Points	Remarks
A	Overall Experience for SCADA Integration & Implementation with Customization	100		
1	Total Experience of Successful execution of SCADA with Energy Management Solutions	25	<div>≥1000MW - 25 points</div> <div>≥750 MW - 20 points</div> <div>≥500 MW - 15 points</div>	1.Documentary evidence to be submit against all

	involving supply of Hardware, Networking & Software implementation with customized MIS Reports, Web & Mobile Application etc.		≥250 MW - 10 points	<p>clauses</p> <p>2. Experience for only commissioned/ completed projects will be considered for assigning scores. Valid documentary proof shall be submitted along with the Bid to justify and support claim for marks against each Technical/quality Evaluation criteria.</p> <p>3. For validity of proof, Owner judgment shall be final and binding to the Bidder.</p>
2	Experience of successfully implementation of SCADA with Energy Management Solutions , customization and Data Integration (Hardware, Networking & Software) for Renewable Projects	25	For implemented renewable projects Wind & Solar cumulative capacity ≥250 MW -25 points For implemented renewable projects Wind & Solar cumulative capacity ≥150 MW-20 points For implemented renewable project Wind & Solar capacity ≥100 MW-15 points For implemented renewable project Wind & Solar capacity ≥75 MW-10 points	
3	Successful O&M experience for implemented SCADA Projects	20	≥10 years -20 points ≥ 7 years -15 points ≥ 5 years-10 points ≥ 3 years-5 points <3 years-0 points	
4	Bidder's Service Engineer base	10	Within Gujarat in Vadodara-10 points Base within 150Km from Vadodara in Gujarat -7 points Beyond 150 Km from Vadodara in Gujarat -3 Points	
5	CMMI level for Bidder	15	Level ≥ 3- 15 points Level<3- 0 points	
6	ISO 9001-2015 certification	5	For valid certification-5 points	
	Total Quality Points Qp	100		

(ii) Each Technical Bid will receive a technical Quality Points Qp based on the above mentioned evaluation criteria.

(C) Criteria for evaluation of Price Bids:

- (i) The Price Bid of the Bidders, who are technically qualified and responsive, will be opened. The Price Bid should contain the total cost of all supply, services and NPV of O&M charges from 2nd to 5th year to be charged by the Bidder including all the expenses and taxes, as per the Price Bid P-I (Annexure-A) .

The Total Quoted Price for Bid Evaluation shall be considered as follows:

1. Quoted EPC price for Supply & services (Project cost) i.e. X+Y includes all taxes & duties etc (as per Price Bid P-I(Annexure-A))
2. Quoted Annual (AMC) O&M charges from 2nd to 5th year inclusive all taxes & duties etc (as per Price Bid P-I(Annexure-A))
3. Discount Factor of 9.15% annually

Bid Value for Evaluation shall be calculated using above parameters as follows:

Step1		Quoted EPC Price for Supply & services (Project cost) includes all taxes & duties
Step2		Net Present Value (NPV) of O&M price from 2 nd to 5 th Year includes all taxes & duties with Discount factor as mentioned in point 3 above
Step3	Summation	EPC Price for Supply with services and NPV of O&M from 2 nd to 5 th year

Bid Evaluation Price=Quoted EPC price+ NPV of O&M price

(D) Ranking of Proposals (QCBS)

After find out Bid Evaluation Price as above Total Merit score shall be calculated follows:

Step1		Find Out Cost Point $C_p = (P_L / P) * 100$, where P_L = Lowest Price, P = Price Quoted by bidder under consideration
Step2		60% weightage of Total Quality Points Q_p shall be considered as above i.e. $0.60 * Q_p$
Step3		40% weightage of Cost point C_p shall be considered i.e. $0.40 * C_p$
Step4	Summation	Total Merit Points/Score=$0.60 * Q_p + 0.40 * C_p$

Following completion of Bid Evaluation of Technical and Price Proposals, final ranking of the Proposals will be determined. **BIDDER WITH MAXIMUM MERIT SCORE WILL BE RANKED FIRST.**

The sample calculation for Bid evaluation has been furnished at Annexure C. GIPCL's decision in this regard shall be final & binding and no further discussion / interface shall be held with the bidders whose bids are technically disqualified / rejected.

- (E) GIPCL reserves the right to accept or reject any proposal at any time prior to award of contract/order, without assigning any reasons and without any liability for the GIPCL.

In case of discrepancy between the prices quoted in words and in figures, the price mentioned in words shall be considered.

8.2 Price Evaluation:

i) Price Evaluation shall be based on Price Bid P-I (Annexure-A) of Section-I. The sum of Quoted Price By Bidder i.e. total Price (X + Y +Z) i.e. price quoted in Price Bid P-I ((X) Sum of Quoted supply Price inclusive of all taxes/duties + (Y) Quoted Services price inclusive all taxes/duties + (Z) NPV of Quoted AMC charges from 2nd to 5th year inclusive of all taxes/duties as shown in Price Bid P-I (Annexure-A)

ii) Prices filled in Annexure-B shall form part of contract but for indicative purpose only and shall not be considered for Bid evaluation purpose. Bidder shall indicate the rates for incorporating any new device/meter/ energy meter/ weather station or integrating data from a new source in future by creating a suitable driver or modifying the software for the same in the price Bid as Annexure-B. However same is to be considered for indicative purpose only. Bid Evaluation and order to be awarded based on Price Bid attached as an Annexure-A.

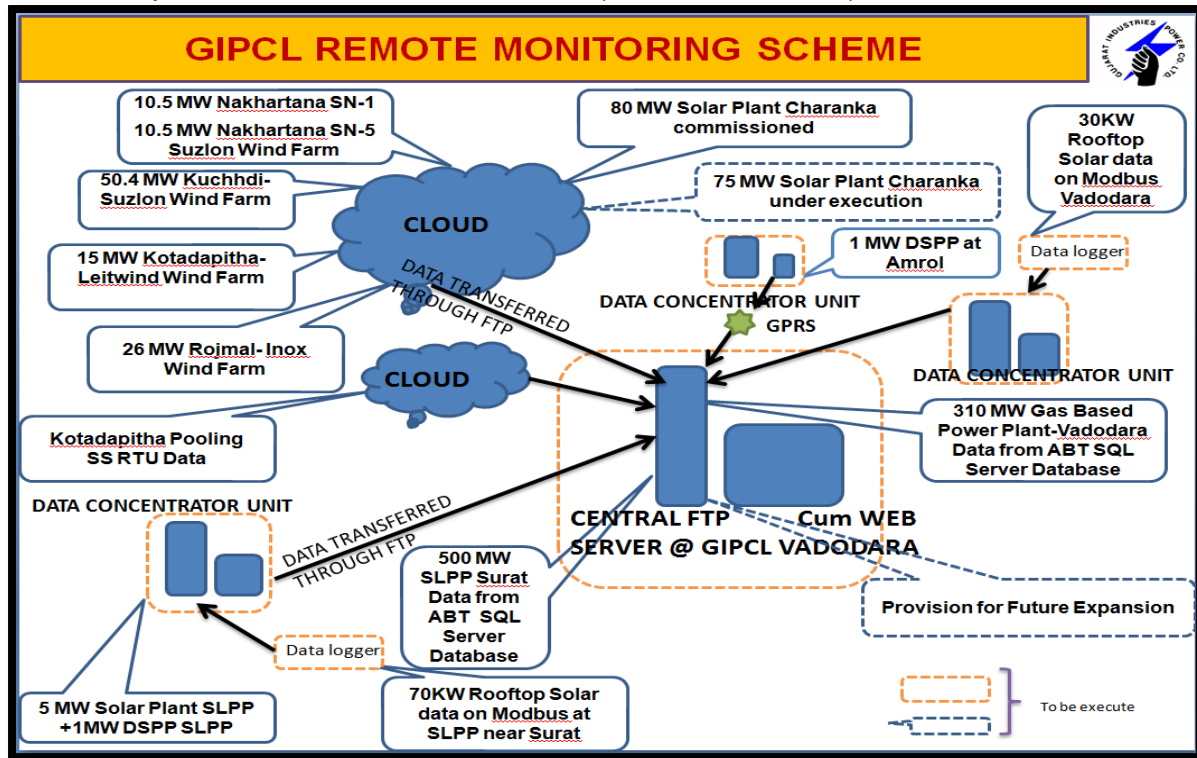
GIPCL will decide placement of orders to be based on the outcome of Bid evaluation. There may be changes in the RFP conditions based on outcome of Pre-Bid Meet. GIPCL will be in no compulsion to order to any of the Bidder. It will be entirely GIPCL prerogative to take a final call on placement of order. The issues of this RFP/tender merely do not guarantee placement of order and same will be decided on the comprehensive review of the proposal outcome of competitive bidding process. The successful bidder shall be awarded Letter of Intent or Letter of Award subsequently.

GIPCL reserves the right to prefer, select, reject any Bidder without assigning any reason whatsoever. GIPCL at its sole discretion annul the bidding process at any time.

9.0 Detail Scope of Works

A. FTP Data & Supply of Hardware & Software:

Bidder has to execute Integration of available data on common platform from different sources (tentative scheme) as shown below:



As shown in above scheme following plants/ Renewable Sources to be integrated in the SCADA.

- Baroda Station-I & II (310 MW Gas based CCPP from respective ABT server)
- SLPP- 1 & 2 (500 MW Lignite based Plant from AB server)
- Baroda Rooftop
- SLPP – 5 MW Solar PV
- SLPP- 1 MW Solar PV
- SLPP Solar Rooftop
- Amrol DSPP Solar PV 1 MW
- 21 MW Suzlon Wind Farms Nakhtrana
- 50.4 MW Suzlon Wind Farms Kucchdi
- 26 MW Inox Wind Farms (Rojmal)
- 15 MW Leitwind Wind Farm(Kotadapitha)
- 80 MW Charanka Solar Park

m) 75MW Charanka Solar Park

Brief Description of the Data Inputs & System Architecture

The Centralized SCADA Dashboard Software comprising of various modules shall reside in a Central Server including Web Server & FTP Server. This Server shall be located in the Baroda Power Plant Control Room.

Data shall be input to this server primarily through FTP from various sources. The FTP files would be available every 1/5/10/15 minute from various sources based on the respective OEM configuration.

The Central Server shall be connected with GIPCL Baroda LAN & Internet Network through a existing Level 3 Network Switch.

03 nos. Industrial grade Large Screen LED Displays of minimum 65" shall be stationed and supply by Bidder in the Control Room to view the Real Time Status of various assets and their performance.

1. As shown in above scheme data from Windfarm OEM Servers data is available in (*.CSV) format at Baroda through FTP Server. Kotadapitha wind farm pooling substation RTU data to be fetched at GIPCL Baroda end.
2. Data for 75 MW solar (Under execution) and 80 MW Solar Plant at Charanka shall be fetched through FTP Server in .CSV/ Excel format.
3. Data from Conventional Sources i.e. 310 MW Baroda plant is to be queried from existing SQL Server data base for every 15 min.by bidder.
4. For rooftop system at locations, the RS-485/ modbus data from the inverter/energy meter shall be mapped through data logger (if required) & pushed to a Data concentrator unit with adequate in-built memory by bidder.
5. SLPP , Mangrol Plant has multiple generation Sources. A Central Data Concentrator Unit (DCU) with large in-built memory is envisaged to be installed at a central location in SLPP to pool data from all the generation sources there by Bidder as follows:

- a. Data of 500 MW Lignite Power Plant shall be queried from the existing SQL Server database for every 15 minute and dumped in the Data Concentrator/ directly through internet.
 - b. Data of 5 MW Solar PV Plant shall be fetched from existing SCADA system and routed via data concentrator at SLPP/ Internet.
 - c. Data of 1 MW Solar PV Plant shall be fetched from the RS-485 inputs / SCADA and routed to server through Data Concentrator /Internet.
 - d. Data from two Rooftop Inverters & Energy Meters on RS-485/Modbus shall be fetched using Data Loggers & Media Converters and routed to server through data concentrator/internet.
6. Bidder shall provide the required software tool to generate (*.csv) files from data sources and make it available to the central FTP Server, query from existing SQL server database, SCADA, Solar Inverters etc. The FTP Software shall be able to generate 1/5/10/15 minute .csv files of tags/data provided by GIPCL from the existing SCADA system / SQL Server database / Data Concentrator and push to the central FTP Server periodically.
- 7 Bidder has to provide Secure Database of critical parameters for the data of Wind Turbine Generators (WTGs), Solar PV as well as Roof top solar & Conventional Generation in 1/5 / 10/ 15 minute data as per GIPCL requirement. The data would be systematically organized and stored in a secure database residing in the Central Server cum FTP cum Web server. In future OPC Server may also be connected. The secure SCADA database shall also contain provision for storing all the Operation, Maintenance and Billing Reports of the assets.
- 8 Any future project input shall also be integrated into the system for real-time data at different interval of 1/ 5/ 10/15 minute data.
- 9 The Central Server shall host FTP & Web Server apart from running the core application software and networking software. Available Level 3 Network Switch shall be used for networking with GIPCL LAN and Internet.
- 10 Bidder Scope covers Supply, installation, configuration, Integration and commissioning the required Hardware and software for Central Server cum FTP cum web Server, Data Concentrator(with in-built memory) units, Data loggers, communication equipment like Modems, Network Switches, Cabling,

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Converters, OFC cabling and termination, Surge Protectors & Power Distribution Boards etc. and successfully integrating them.

- 11 Bidder shall provide Central FTP cum Web server with server grade OS along with adequate capacity (taking care of future expansion).
- 12 Bidder will provide all necessary hardware including (HMI cum Central Server- 1 number) Central FTP cum Web Server of Dell/HP make only with tower type Hardware and server grade OS i.e. Microsoft windows Server 2016 or higher with minimum requirement of HMI as Redundant server class having RAID 5 support, redundant power supply, minimum usable space Hard disk of 1 TB for storage of data for at least 1 year, Latest configuration Processor of Xenon, minimum 32 GB RAM, CD-RW/DVD-ROM combo drive with minimum 4 USB ports for mouse and Keyboard and 4 serial ports with adequate Network communications ports including LAN etc as per standard industries practice for communications with Keyboard, optical mouse, speaker etc, Monitor with around minimum 24" size LED display, System should have spare PCI slots for future configuration of Large Format display (LFD) with all accessories, Data concentrator units with adequate Memory card, GPRS Modem, router, Antenna, Drivers, Switches, with media convertor, data logger, expansion card etc and other misc. Items required for the job i.e. Cables, connectors, Gateway etc. Bidder has to supply of license software for Dashboard as well as software for Data pushing/pulling tools wherever required, Server with adequate data base with required protocols for above work. Bidder shall supply Hardware with appropriate/adequate detail specification for above application and compatibility for Integration of all data sources. UPS supply of 110V/230 V AC, 50 Hz shall be provided by GIPCL. Bidder shall provide the required power strips of standard make with surge protection and fuses with sufficient spare sockets, power distribution boards of reputed makes with required cables and wires wherever required with sufficient spare capacity.

The minimum hardware requirements for successful running of Bidder Software may be specified. If any changes are required in Hardware/Network Specification, the same may be clearly highlighted during Pre-bid Meeting.

The Hardware offered shall be latest version available in the market. Obsolete/nearing obsolescence products may not be offered.

Bidder shall use hardware, connectors, network switches, routers, modems, cables, Surge Protectors & Power Distribution Boards etc. of standard make as per prudent industry practice. The makes and types shall be specified in the bid.

- 13 Data Concentrator Unit (DCU) shall be industrial grade, rugged with enclosure and reliable communication and support bi-directional communication between the remote server and respective target device by TCP/IP and facility to operate over OPC Client and Server with firewall protection. The DCU can push the data to the centralized server by using web service or TCP/IP. DCU shall have capability for at least 8 DI/DO I/O and 4 AI channels. DCU shall have capability to increase channels if required in future. It shall be supported with RJ45 connection to connect DCU with the external system (Server and other data collection equipment). DCU supports USB Port to connect internet data cards and communicate on TCP/IP, FTP, HTTP, SMTP, UDP and also support MODBUS RTU, MODBUS TCP/IP, BACnet and DLMS, protocol for target device communication. Additional communication capability shall be there in DCU to communicate with other metering equipment, protection equipment or data acquisition equipment in future. DCU shall have at least two nos. of RS232/RS485 and at least One Ethernet port.

DCU shall read the data from the target device and push the data to server by using web service as per programmed interval in scheduler (TCP/IP). The remote computer i.e. FTP Server shall read the data from target device through DCU.

DCU shall support:

- a. FTP/web service/email/TCP/IP (bi-directional – Server/Client)
 - b. Remote Configuration of modem & target device through web browser.
 - c. Auto IP reports to the Dynamic DNS MODBUS 32 Bit DCU compatible 16 Channel Digital IO module, 4 analog Inputs
 - d. Automatically and periodically push the data to the server through FTP and Storage memory up-to 45 days.
 - e. Redundant Power supply
- 14 The SCADA Server shall be connected to GIPCL LAN Network & Internet with specified IP through a firewall & Network Switch. The SCADA software (Dashboard and Reports) shall also be viewable by the users through LAN & Internet. Mobile & Web Application shall be developed by Bidder for monitoring from anywhere at any time.
- 15 The software shall capable to automatically update any missing timestamp data lost due to communication issues upon restoration of link.

- 16 This database shall be ODBC compliant and capable to provide inputs to third party Predictive and Analytical tools for Wind & Solar which may be added at a later date. The software/programme to be developed should be compatible to work with Scheduling /Forecasting activity/software etc if required in future.
- 17 Bidder shall develop drivers for fetching data from the devices and meters quickly and efficiently from different makes of inverters, energy meters and existing SQL database of ABT System on RS-485/RS-232 / Modbus RTU data at various locations.
- 18 Major software modules like core application software, reporting and drivers should have been developed by the Bidder. Any third party, bought out or licensed software should be clearly specified in the bid.
- 19 The software developer should have good domain expertise of the power generation industry particularly wind and solar, DSM regulations, Generation Billing System, forecasting, scheduling and deviation settlement regulations for renewable and ability to integrate ABT energy meters of different vendors. GIPCL shall provide their inputs and Bidder shall incorporate the requirement suitably in their software.
- 20 Bidder shall supply and install latest licensed version of Windows & Office Suite and Antivirus software for the Central Server / Data Concentrator.
- 21 Bidder shall consider and provide the hardware requirements for the offered software keeping in mind future additions. The cost of Server and Networking Hardware required for the implementation shall be as per the provided architecture.

B. Supply and Development of Software with various Modules including Graphic User Interface Software- (Display)

Software scope of work basically comprises of

1. Dashboard Software with various modules of Alarm & Events, Graphical Charting, Historian Module etc
2. Secure Database Software
3. Reporter Module
4. FTP, Modbus and OPC software tool
5. Web & Mobile application module
6. Main Application software

Predictive & Analytical tools for Wind, Solar with Forecasting

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& Scheduling Software (to be quoted separately if available in Annexure-B)

The software shall be the state of the art (latest version) of the bidder, easily scalable and adaptable for addition of new inputs in all standard forms, amenable to modification existing data files.

1. The Dashboard Software with animated displays, referred to as “mimics,” to provide visibility of data from different sources like wind, Solar and conventional plant shall be customized as per Owner’s requirement.
2. Dashboard must show over all Plant status ,data of Individual turbines and performance metrics such as production with key parameters for different sources like Status of Individual Turbine (Wind & conventional) and Over all Farm’s data of Electrical parameters with cumulative Generation, Power etc with Wind Speed, Wind & Nacelle Angle, Turbine speed, critical temperatures of Turbines and plants, creation Power curve & Wind Rose based on Wind data, Budgeted Vs Actual generation etc, weather station data like irradiance, energy & temperature string level voltage/current and power generation of solar plant etc.
3. The dashboard shall be user configurable for viewing of machines /inverters and Single Line Diagram. The dashboard shall display Running/ Stop/ Fault /Communication Failure status of Machines / Site in a distinctly discernable form.
4. The proposed SCADA software shall be customized to GIPCL requirements. Software shall support data from different inputs i.e. FTP/ SQL Server or other database/RS-485/RS-232/ Modbus etc., data polled at different times and time-period has to be integrated and brought onto a common platform. The software should be flexible to accept inputs from other sources like OPC Server also if required in future.
5. The software shall be modular in nature i.e. separate modules for Alarm & Event logging, Trending & Reporting, FTP Push/ Receive of Inputs, Historian, Dashboard & Display etc. Each module shall be individually upgradable and seamlessly integrated.

- (i) The dashboard software must have facility with Trending for data analysis with on demand configurable Trends from different parameter as required by Owner.
- (ii) Software having facility for Alarm & Event management with time stamp.
- (iii) System shall have the facility for controlling equipments remotely like Breakers, relays, and other equipments if needed
- (iv) System software shall having facility for Reporter, Query Wizard for Data Analysis, SMS/Email & Web server software for alerts & views over LAN/WAN/WWW, Scheduler for Report generation, Web based client Module (at least 10 License), Customized Dash Board, Screens and MIS Report, Communication based on TCP IP , FTP (Over Internet) . The Bidder shall consider at least 10 user accounts/login over LAN /Web/ Mobile within the quoted price.
- (v) System software shall have capability for repeated error Analysis of Turbines/plant for Monitoring of any anomaly with notification to enhance the returns by reducing downtime of respective Turbines/plant. For such repeated error analysis data access is possible from respective developer's DGR through Mail/web link.

6. Bidder shall consider Total Tags for above works around 10000 and no. Of input sources as detailed above. However Bidder shall keep Provision of additional tags as decided by Owner during detail engineering/ execution if required.

Bidder shall clearly indicate the no. of devices / input sources/ tags that can be connected or handled by the offered system & scalability options.

7. Bidder may please note that Dashboard, selected MIS Reports and key Trends shall also be available for access to senior management and concerned officials through web based software and a mobile Application.

8. Bidder shall provide complete system i.e. Dashboard software, Reporter ,Alarm & Historian software, Software for data Pushing/Pulling on Central FTP cum web server as well as MIS Reports for easily scalable and configurable for GIPCL future needs. There shall not be any recurring Renewal Licence Fee payable in O&M stage and all cost for all such development to be clearly included in quoted supply and installation cost and same shall be considered as Total contract value on which Bidder's bid shall be evaluated.
9. Bidder shall be able to incorporate the computation required for deviation settlement regulations for renewable and conventional power plants. Any mathematical calculation, graph or chart given by GIPCL during detailed engineering stage shall be suitably implemented in the software. Other than real-time data, periodic reports, machine related data, commercial data etc. in excel/.csv or text formats shall also be input into the database for display, history, trending, reporting and analysis.
10. The Bidder should be able to automate the manual tasks of clicking, selection and downloading reports from OEM/ SLDC website in excel /csv/pdf form and transferring to the database.
11. The Bidder should be able to create driver software for converting raw data in RS-485/ Modbus RTU format to store in data logger/concentrator and generate FTP file for transmission to Central FTP Server.
12. Bidder's engineers would have to visit GIPCL SLPP Mangrol Plants, and DSPP Amrol site (near Vadodara) a number of times during the execution of this project. The Bid Price shall include travelling; accommodation and local transportation expenses which may be incurred during the execution of this project. However accommodation at SLPP, Mangrol shall be arranged by GIPCL. Transport to & fro from Vadodara Plant to DSPP Amrol shall be arranged by GIPCL.

Bidders please note that no remote access of GIPCL data will be allowed during project execution. Bidder has to develop and execute the job at GIPCL office only and consider all applicable charges for the same accordingly in the price bid.

13. Mobile application with dashboard, Alarm and report summary shall be provided. It shall be compatible with Android and ios applications. Any updates in the app. to remain compatible with the updates in Android/ ios versions shall be done as per part of AMC. Web version to access the main dashboards and reporter shall be provided and it should be compatible with latest version of Chrome browser.
14. The display and events view shall distinctly indicate communication loss and timestamp of last received data. It should not display/hold the last received data in case of communication loss.
15. Any data received with a delay shall be automatically updated in the database even if there is a date change.
16. User shall be able to modify or create a new dashboard pages as per requirement. User shall be allowed post facto updation of data manually in the database.
17. The database shall be backed up and archived automatically at scheduled intervals to keep the system running efficiently.
18. Analytical tools shall be provided to scientifically analyze in detail and create a summary report of the assets at machine level based on different defined parameters/ alarms.
19. The software shall plot actual performance curve/ operating point against design performance /power curve for wind turbines and solar installations.
20. The software shall generate alarms in case of Status Change of the machine/ Inverter/device and generate visual as well as audible alarm. Communication loss shall be indicated distinctly.
21. The SCADA System Time shall be synchronized using existing GPS Clock output/ existing Server Time. The system software shall ensure that all devices connected are synchronized with

this standard time. The System software shall ensure that all connected devices are synchronized with the Server Time.

22. The system shall allow multiple simultaneous logins (around 10) without any restriction & lag. Number of simultaneous access may be clearly highlighted in the bid. Separate Administrator and User level access to the software shall be possible.
23. The database shall be optimally organized so that the queries are executed quickly. Options to pivot or transpose the data shall be provided. Data from different sources are received with different timestamp. The same would have to be integrated/averaged to obtain a uniform 15min. Blockwise value of total generation.
24. The software shall be based on an open platform. GIPCL should have the access to modify or upgrade the software using a third party if required. GIPCL should be able to create new tables or modify the existing database tables as per changing requirement.
25. Daily /Monthly/Yearly Generation reports, Alarm Reports, O & M Reports, Wind Energy Certificates, Solar Energy Certificates, DC, Schedule and Deviation Reports etc. would also be input into the database either manually or through automatic download. The same shall also be available through Reporter.
26. The Bidder shall clearly indicate the software, whether in-house or licensed to be used for different modules, ftp server, web server etc. and platform on which it would be running, database etc. The software offered shall not be obsolete or nearing obsolescence. In case a new platform / software is being offered , the same should be clearly indicated.
27. The software shall be user friendly and having a fast response.
28. Bidder shall provide copy of the complete installed software and drivers in an executable format along with a step by step soft copy of user manual.

29. GIPCL shall be able to create customized alarms based on combination of different parameters in the system using logical operators. The set point for alarms shall be user settable.
30. At least 10 year support (From the contract completion date) shall be guaranteed for the Bidder's software and bought out software. Bidder has to provide separate undertaking or Authorization letter from OEM/Parent Company for 10 years back to back support for support the system to be provided to GIPCL.
31. Detailed format for analytical reports shall be provided during detailed engineering Stage by GIPCL.

C. MIS Report

1. Bidder shall design MIS for Auto generation Report (Excel Format) 1/5/10/15 minute block wise on Daily, Weekly, Monthly, Quarterly and Yearly basis for critical parameters like Daily, Monthly and Yearly generation with Machine & Grid availability as well as % CUF with Ideal, Production hours etc with other parameters as considered by GIPCL during project execution. The MIS report shall also have the customization facility for retrieving data for selected dates and times and various defined search criteria from database. (On demand configurable reports).
2. Customer configurable reporter module shall be provided to enable creation of new reports or modification of parameters and formula in existing reports. Query generator to pull required data from data base shall be provided.
3. Bidder shall have the capability to download excel , .csv or text file from Web Pages by automating the manual task of downloading daily, monthly , yearly or period-wise reports and upload to the database.
4. All the energy data sourced at different times and for different time period shall be brought to a common reference or time base for overall reporting.
5. Bidder has to integrate data by creating driver for any new transducer/ Inverter/ Energy Meter /database if memory mapping and basic communication/ networking details are provided by GIPCL.

6. Bidder shall carry out necessary changes in the software, reports, trends and graphical interface in case of change in regulations revising Time Block period from the current 15 min/ 10 min. at present to 5 min. /any other in future. No extra charges shall be payable on this account and this shall be done as part of AMC.
7. Scheduler shall be provided for generating pre-scheduled reports as per template. Reports shall be stored orderly in automatically created Yearly/ Monthly folders. The reports shall be automatically e-mailed or sms to configured ids.
8. SMS Alerts shall be sent to user defined mobile nos. in case of user programmable events.
9. System shall be accessible over LAN and Shall support Microsoft Excel and other third-party reporting tools. System shall have facility with built in Alarm Manager to trigger on complex conditions, Generate alarm messages, log all relevant event data if needed.
10. Bidder shall keep provision of at least 20 Reports (15 to 20 Parameters/ Report). Detailed format for reports shall be finalized during detailed engineering stage. Any doubts or queries may be clarified during pre-bid meeting.

On successful development of software and customization of MIS report, bidder must provide training to Owner's engineers and training shall cover Bidder's own system working philosophy and configuration, training for all types of changes i.e. creation/addition/deletion of tags/parameters in System database, Dashboard software and MIS Reports, system troubleshooting, system backup and other essential information for system operation etc. Bidder shall provide and submit presentation in line with requirement to GIPCL.

Bidder has to take care and supply all necessary software and hardware whether it is specifically mentioned or not for successful completion of the project in line with detail scope of work.

10.0 Completion Time

The bidder has to complete the implementation of Centralize Monitoring system with Integration as per detail scope of work clause 9 of this RFP in all respect within 3 months from the date of issuance of Letter of Intent (LOI).

11.0 Payment terms

Sr	Particulars
a	10% payment of total project cost as Advance Payment against submission of Advance BG with unconditional acceptance of LOI and submission SPBG
b	20% Payment of total project cost against complete Supply of Required Hardware with Software on Prorata basis for the project as per detail scope of work based on certification by GIPCL Project Head.
c	50% payment of total project cost against Installation, commissioning and integration of Monitoring Data with Generation of Reports on prorata basis as per detail scope of work based on certification by GIPCL Project Head
d	10% payment on GO live as per Scope of work and full satisfaction of GIPCL
e	10% payment of total project cost on successfully completion of all punch points if any with responsibility and obligation by handing over Centralized Monitoring system to Owner with Training to GIPCL Executives and on submission/extension of SPBG to cover Defect Liability Period from the date of schedule completion or handing over of the system to GIPCL whichever is later.

Note:

1. Payment will be released within 30 days from the date of receipt of the Invoice with all necessary required documents.
2. In case GIPCL is unable to provide real time data/input to the Bidder for completion of any portion of the work from its own source or third party the payment against clause 11.c shall be released based on simulation of software with dummy data and certification by GIPCL Project Head.
3. Bidder will submit Billing Breakup item wise as per scope of work along with applicable taxes in line with payment terms as above after acceptance of LOI.

12.0 Penalty for Delay in Completion of Work

The total work under the Scope of Lol shall be completed as per stipulated Completion Time (3 months) in this Tender. For delay solely attributed to the Contractor, penalty of 1% of Total Contract Value(Excluding Taxes Duties) per week or part-thereof on prorated basis with maximum limit of 10% of the Contract Value(Excluding Taxes ,Duties) shall be levied . The due penalty will be recovered from running invoices.

13.0 Annual Maintenance

Bidder shall quote Annual Maintenance charges in Price Bid P-I attached as an Annexure-A. Bidder may please note that Post commissioning O&M charges for first one year shall be considered in inbuilt Project cost. Bidder can raise AMC bills from 2nd year onwards. Bidder's visit considered on quarterly basis and emergency visit as and when required in post commissioning O&M phase. Scope of work includes during AMC is to resolve any day to day issue related to system, up gradation of software if any and secure data backup of the system. Bidder can raise AMC invoice on quarterly basis from 2nd year onwards and same shall be released within 30 days from date of Invoice raise subject to submission of required documents.

Bidder may please note that due to any unforeseen situation if GIPCL is not able to provide details/part of details for software development, Module development etc. with MIS reports if any as per Detail scope of work during project execution stage, same shall be successfully incorporate/develop by bidder as and when same information/data will be available during post commissioning O&M phase and same to be considered as part of Project execution at no extra cost.

Bidder shall provide the required software patches, incremental updates to the installed software (on the same platform) as part of AMC from post commissioning phase to keep the system up to date. No separate charges shall be payable on this account and same can be considered in Price Bid P-I Annexure-A. Any creation of new report, screens, alarms or modification/changes of existing ones shall be carried out as part of AMC at no extra cost.

The Bidder shall provide a 24x 7 customer helpline and qualified team of engineers to resolve any software/ networking issues at the earliest through online / offline means. Any software / networking issue shall be resolved

preferably within 48 hours of reporting either through Remote Access or Physical Visit.

The Bidder shall carryout periodical checkup of the system, update the software if required, archiving and backup of database by assigned their service engineer.

14.0 Guarantee/Warranty

Any material, equipment/hardware/software and/or accessories which prove defective or which fail to meet the design guarantee or Performance Guarantee during Post commissioning phase for first 1(One) year from the date of Schedule completion of project or handing over system to GIPCL whichever is later) the Contractor shall replace / rectify at his own cost such material, equipment and/or accessories. Extended guarantee shall have to be provided for such replaced/rectified Equipment /components.

Any damage or defect that may arise or lie undiscovered at the time of handing over, connected in any way with the equipment or materials supplied by contractor or in the workmanship, shall be rectified or replaced by the Contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workman and deduct expenses from any sums that may be then or at any time thereafter, become due to the Contractor or from his SPBG.

The Bidder shall also provide guarantee to support the system for at least 10 years post commissioning from the schedule completion.

15.0 Submission of SPBG

The successful bidder will have to submit Contract Security cum Performance Bank Guarantee (SPBG) for an amount equivalent to 10% of Contract Value within 10 days of issue of Award of LOI with a validity of 12 months from schedule project completion or Handover whichever is later. In case of non-submission of SPBG as per Proforma within stipulated time, GIPCL reserves the right to terminate/ cancel the LOI without any Financial implication to GIPCL.

For O&M period Bidder has to submit SPBG for the amount of 10% of

O&M price of respective year at least one month ahead of starting of O&M period or SPBG submitted during Project stage shall be reduced accordingly respective O&M year price and same to be renew from time to time.

Format of Forwarding Letter

To,

Date:

Gen.Mgr.(BD &BO)
Gujarat Industries Power
Company Limited P.O.
Petrochemical, Disct.- Vadodara,
Gujarat, INDIA - 391346

Sub: Participation for implementation of centralized Monitoring System by integration of GIPCL conventional and renewable energy sources & supply of required software and hardware

Dear Sir,

With reference to your advertising for inviting submission of Bid dated [date of advertisement] we [name of Applicant] hereby submit our offer for the GIPCL Integrated Centralized data Monitoring system.

We,

1. acknowledge that the GIPCL (the “**Owner**”) will be relying on the documents and information provided in this Offer and confirm that the documents and information provided with this Offer are true and accurate;
2. shall make available to the Owner any additional information it may consider necessary or require to supplement this Offer;
2. acknowledge that the Owner may cancel the process at any time without assigning any reason and that the Owner is not obliged to invite any applicant to bid for the Project, without incurring any liability to the Applicant;
4. declare that we directly or through any of the respective group companies, have not submitted offer in response to the your bid , nor are we a member of any other Applicant that has submitted offer in response to the your Tender;
5. hereby irrevocably waive, to the extent permitted by applicable law, any right or remedy which we may have at any stage at law or howsoever otherwise arising, to challenge or question any decision taken by the Authority in connection with the bidding process, including the entities to be invited to participate in the bidding process for the Project;
6. agree with the all terms of this Tender/RFP;
7. agree to complete the project in required time frame if the final order is

Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018

placed on us,

8. agree that we have not taken any deviation against any of the terms and condition of this RFP
9. hereby submit power of Attorney of the signatory (Authority to sign the bid) on non judicial stamp paper of appropriate value
10. hereby submit copy of Bidding Documents along with addendum/corrigendum signed in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
11. hereby agree that our bid validity is 120 days from Bid submission due date

Yours faithfully,

[Signature, Name and Designation of the Authorized Signatory]

Company Seal

Signature of Bidder

Annexure-II**Bidder's and Bid Information**

(To be submit in hard copy as well as upload on nprocure platform)

Sr N o	Particular	Details
a.	Name of the organization:	
b.	Address of the organization:	
c.	Phone nos.:	
d.	Fax no. :	
e.	E-mail:	
f.	Name & Particulars of the Authorized representative	
g	Company's Profile	As an Attachment
h	Tender Fee Details (DD number)	
i	EMD BG Detail with BG number and Name of Bank	
j	Bid Validity up to date..	

Company Seal**Signature of Bidder****Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018**

Annexure-III**System Information offered to GIPCL (As per detail scope of Work)**

Sr N o	Particular	Details
a	GIPCL Project Architecture details	
b	List and Details of Dashboard software, Core Software, Software Platform, Reporter, Alarm & Historian modules/ software , Antivirus as well as other software like Data pushing/pulling Tools for Central FTP cum Web server etc	
c	List of Hardware and detail specification for Central FTP cum web Server with server grade OS, 65" Industrial Grade Large Format display with all accessories, Data Concentrator with Inbuilt Memory, Data Logger/suitable media converter,Router,Modem,Network Switches,cable,connectors and other Misc. Items for successful implementation of Project as per detail scope of work etc	
d	Details of MIS Report with Web server and Mobile application	
e	Bidder shall clearly indicate the no. of devices / input sources/ tags that can be connected or handled by the offered system & scalability options.	

Company Seal**Signature of Bidder**

Annexure-IV**Documentary Proofs**

Sr No	Particular	Applicants' comments/Attachments
A	Technical Criteria	
a.	The Bidder should have past experience of Design, Engineering and successfully implementation of Control, Monitoring & Reporting system i.e. ((SCADA /Data Acquisition system) with Energy Management solutions)) on turnkey basis for at least cumulatively 250 MW capacity in Energy/power sector /power plant/Process plants/captive power plant as on date of bid submission.	Bidder has to provide documentary evidence such as copy of Client's Purchase orders as well successful completion certificates of executed projects with supporting details i.e. nature of Job, Details of SCADA software with Energy Management solution provided and MIS Reports customization etc.
b.	Bidder should have experience in Renewable sector for successfully implementation of Control, Monitoring & Reporting system i.e. ((SCADA /Data Acquisition system) with Energy Management solutions)) for At least one single project of minimum 10 MW capacity in each wind and solar with cumulative capacity of both solar and wind project will be minimum 75 MW during last 5 years as on date of bid submission.	
c.	Bidder should have experience for Data Integration from different Sources through FTP/OPC, SQL SERVER OR other Database, MODBUS, Serial communication like RS 485,RS232 etc and should have integrating experience of ABT Class Energy Meters, Transducers etc. & providing database Software with ODBC connectivity, creation of Web & Mobile Application.	Bidder has to provide documentary evidence for Data Integration on different protocols and Integration capability of different equipment as well as providing Web & Mobile application as mentioned in clause.
d.	Bidder should have experience of successful O&M of SCADA system supplied similar in nature offered to GIPCL.	Bidder should provide documentary evidence such as copy of Client's Purchase orders/completion certificate from client etc.

e	Bidder should submit the name of persons proposed to be assigning for GIPCL job. The person should have minimum 5 qualified persons with minimum 5 years experience of SCADA System design, customization and successful integration and development of customized reports.	Signed CV of respective Employees by Authorized signatory of the Bidder shall be submitted.
f	Bidder should have service engineer based in Gujarat only.	Bidder to provide confirmation against this point.
B	Financial Criteria	
a.	Bidder shall have had Annual Average Turnover of Rs.1 Crore in last three Financial Years.	Bidder shall submit Annual Audited Reports/CA certified document as documentary evidence against financial eligibility.
b.	Bidder shall have positive Net worth in last financial year as on 31.03.2018.	

Company Seal

Signature of Bidder

PROFORMA FOR NO DEVIATIONS CERTIFICATE

Date:

To,
Shri S N Purohit
General Manager (BD & BO),
Gujarat Industries Power Company Ltd.,
P.O. - Petrochemicals,
DIST: Vadodara-391346.

**Sub: No Deviation Certificate regarding Tender GIPCL/CENTRALIZE
MONITORING SYSTEM-DATA INTEGRATION/2018**

Dear Sir,

We, _____(Bidder's name), confirm our acceptance to all terms and conditions mentioned in the Tender Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any. Further, we declare that all the pages of tender document including all attachments have been read and signed this declaration as a token of acceptance of tender document.

Company Seal

Signature of Bidder

Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018

Annexure-VI

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara – 391 346, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called “the said tender”) to M/s.....(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupeesonly) towards earnest money in lieu of cash.
2. WeBank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement orthat the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 120 days from the date of submission of Bid).

Date.....

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

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

Note: BGs to be furnished from any of the banks listed at Annexure-IX.

**BANK GUARANTEE FOR ADVANCE
PAYMENT**

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

B. G. No. _____ Date: _____

1. In consideration of Gujarat Industries Power Company Limited, having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter called “The Company Owner” which an advance payment of Rs.....(Rupees.....only) to M/s. (hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order dated.on production of a bank guarantee of equivalent amount.
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any claim dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Sellers but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contractor(s)/ Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges the guarantee.
6. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till project completion date.....as per LOI reference..... dated.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

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

Note: BGs to be furnished from any of the banks listed at Annexure -IX

Address of Corporate Office should be referred in case of Foreign BG.

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

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

B.G. No. _____ Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. _____/ has placed a purchase order on M/s. _____ (hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for _____ on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No. _____ date _____ and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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

guarantee. However our liability under this guarantee shall be restricted to Rs.(Rupees.....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within one month from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date.....

.....Bank

Corporate Seal of the Bank
Attorney

By its constitutional

Signature of duly Authorized
person

On behalf of the Bank

With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at Annexure -IX .

Annexure-IX**LIST OF APPROVED BANKS**

SCHEDULED PUBLIC SECTOR BANKS (INDIAN) <ol style="list-style-type: none">1. State Bank of India.2. State Bank of Bikaner and Jaipur3. State Bank of Hyderabad4. State Bank of Mysore.5. State Bank of Patialia.6. State Bank of Travancore.7. Allahabad Bank8. Andhra Bank9. Bank of Boroda10. Bank of India11. Bank of Maharashtra12. Canara Bank13. Central Bank of India14. Corporation Bank15. Dena Bank16. Indian Bank17. Oriental Bank of Commerce18. Punjab National Bank19. Punjab and Sind Bank20. Syndicate Bank21. Union Bank of India22. UCO Bank23. Vijaya Bank.24. IDBI Bank	SCHEDULED FOREIGN BANKS <ol style="list-style-type: none">1. American Express Bank Ltd.2. Bank of American NT & SA3. Bank of Tokyo Ltd.4. BNP Paribas5. Barclays Bank Plc6. Citi Bank NA.7. Deutsche Bank A.G.8. Hongkong & Shanghai Banking Corpn.9. Standard Chartered Bank10. JP Morgan Chase Bank NA
SCHEDULED PRIVATE SECTOR BANKS (INDIAN) <ol style="list-style-type: none">1. Axis Bank Ltd.2. ICICI Bank3. HDFC Bank4. Yes Bank5. Indus Ind bank6. Kotak Mahindra Bank	

Company Seal**Signature of Bidder****Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018**

Annexure-X**CHECK LIST**

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with in their offer failing which the offer is liable to be rejected.

The check-list duly filled in must be returned along with the offer.

Sr. No.	Particulars	Compliance
1.	Whether Bank Draft/Bank Guarantee for the requisite earnest money has been enclosed with the offer ? If so furnish the following:- i) Name of the Bank ii) Value iii) Number iv) Date of issue v) Period of validity of the Bank Draft/Bank Guarantee	
2.	Have the rates, prices and totals, etc. been checked thoroughly before uploading & Digitally signing the tender (only on (n) Procure portal) ?	
3.	Whether all the pages of offer (Part-I only) have been signed & stamped by authorized signatory?	
4	Has the offer (Part-I only) been submitted in one original plus one copy?	
5.	Is the offer (Part-I only) being sent by Registered post or proposed to be dropped in tender box ?	
6.	Has it been ensured that there are no over-writings in the offer (Part-I only)? Have the corrections been properly attested by the person signing the offer (Part-I only)?	
7.	Are the pages of the offer (Part-I only) consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?	
8.	Has the offer been prepared in sufficient details/ clarity so as to avoid post tender opening clarifications/ amendments?	
11.	Whether necessary information/catalogue of the system as required has been attached with the offer?	
12	Annexure-II Bidder's & Bid information uploaded on (n) Procure portal	
13	Annexure-A : Schedule of Price P-I uploaded (only on (n) Procure portal)	
14	Annexure-B : Schedule of Price P-II uploaded (only on (n) Procure portal)	

Company Seal

Signature of Bidder

Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018

Annexure-A**Tender No.:****SCHEDULE OF PRICE P-I**

This schedule of price to be submitted in electronic format only to <https://www.nprocure.com> strictly as per Bid Submission Instruction of RFP.

Sr. No.	Particular (Firm & Fixed)	Base Price (Indian Rupees only)	Tax (%)	Tax Amount	Total Amount
A	<u>Prices for Supply (As per detail scope of work)</u>				
1.	Development, Installation , Testing , De-bugging and commissioning of SCADA Dashboard software comprising of core operating software, Reporter & Alarm modules , FTP Push-Pull Tool, Database software , Web & Mobile Application, Windows, Office Suite , Anti-Virus and any other software required for successful implementation of the system as per detail scope of work.				
2.	Supply & delivery of HMI (minimum 24" LED Display) cum Central Server-Tower type (High End PC) with adequate memory of minimum 1 TB usable space SAS HDD,32 GB RAM with RAID 5 Configuration, minimum 4 USB and 4 Serial ports with adequate LAN ports for communication with Keyboard & speaker, optical mouse, PCI slot for Large format display, CD-RW/DVD-ROM combo drive and redundant Power supply, Xenon processor, Data Concentrator unit with serial & Ethernet port, can support FTP/web service/email/TCP/IP with adequate memory for 45 days and Data logger/suitable media converter at respective places, Network Cabling, Supply of 3 Numbers of Panasonic make Industrial grade Large Format display of minimum 65" with all accessories, stand arrangement, KVM switch etc. As per detailed scope of work.				

Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018

3.	Supply & Delivery of Misc. Hardware like Ethernet switch, cable, connectors, gateway, Router, Modem with SIM , Power Distribution Boards with Surge Protection and other hardware/software not specifically mentioned but to be considered for successfully implementation of project as per detail scope of work					
X	Total Supply					
B	Services Part (As per Detail scope of work)	Base Price (Indian	Tax (%)	Tax Amount	Total Amount	
1.	Design, Engineering, Manufacture, supply & delivery at site, Installation, commissioning, and Development charges for Centralized SCADA system for Conventional and Renewable Energy Sources data at Baroda GIPCL but not limited to Integrate and customization of all data on common platform, creation of dashboard as per Owner's requirement for real time view data analysis and trending facility, Creation of secure database with Auto MIS Reports at different time interval as per owner's requirement and scheduled generation of SMS and Emails on demands with development of Mobile App in line with detail scope of work.					
Y	Total Service Part					
Total Project Cost (Total Contract Value) i.e. Supply+Services (X+Y)						
C	O&M (AMC) Charges	Base Price (Indian Rupees only)	Tax (%)	Total Amount with Tax	Dis-counting factor 9.15%	NPV of O&M Charge/ year
		A	B	C=A+B	D	E=C*D
1	Annual (AMC) O&M charges for 2nd year				0.839368	
2	Annual (AMC) O&M charges for 3rd year				0.769004	
3	Annual (AMC) O&M charges for 4th year				0.704539	
4	Annual (AMC) O&M charges for 5th year				0.645478	
Z	Total O&M (AMC) Charges from 2nd to 5th year with NPV					
Price Considered for Bid Evaluation inclusive of Taxes/duties		Total price in figures X+Y+Z				
		Total price in words X+Y+Z				

NOTE :

1. The Price should be written in both in words & figures. No correction in price should be done.
2. Quoted Price should be FIRM and in Indian Rupees Only (for Indian and Foreign bidders both).
3. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work or in Technical Specification or essentially required for completion of works, proper operation of the system shall be deemed to have been included in the above particulars.
4. The prices mentioned at this page shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids shall be ignored while evaluating the bids.
5. The prices quoted should be inclusive of all taxes, duties and levies including VAT/ WCT/ Cess/GST, etc.
6. In case the Hardware cost quoted by Bidder is much higher than expected price, GIPCL may opt to procure the hardware directly from Market. Bidder shall integrate the hardware with his software.
7. Bidder may note that first 1 year post commissioning O&M price shall be considered as inbuilt in project cost. Bidder can raise O&M bills from 2nd Year onwards.

Company Seal

Signature of Bidder

Annexure-B**Tender No.:****SCHEDULE OF PRICE P-II**

This schedule of price is for indicative purpose only and same cannot be considered for Bid evaluation purpose.

Sr. No.	Particular (Firm & Fixed)	Base Price (Indian Rupees)	Tax(%)	Tax Amount	Total Amount
<u>Unit Price</u> <u>(in line with detail scope of work)</u>					
1.	Hardware Firewall				
2.	Data Concentrator unit with in-built memory				
3	Ethernet switch				
4	Data logger with in-built memory				
5	Router				
6	Modem				
7	Media converter				
8	Panasonic make Industrial grade Large format display (minimum 65")				
9	Unit Rate for additional Tags				
10	Unit Rate for incorporating new input source and development of Reports				
11	Unit Rate for development of new driver software/ integrating new device or Energy Meter				
12	Unit Rate for OFC cable with termination				
13	Predictive & Analytical tools for Wind ,Solar with Forecasting & Scheduling Software (to be quoted if available)				
14	SCADA Software with FTP Push Tool & allied software				

Company Seal**Signature of Bidder****Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018**

ANNEXURE - C
Sample Calculation for Bid Evaluation (all figures shown in this Annexure is for indicative purpose only)

S r. N o	Criteria	Max. Point (Qualit y Points- Qp)	Criteria for assigning Points	Bidder A	Bidder B	Bidder C	Remarks
A	Overall Experience for SCADA Integration & Implementation with Customization	100					
1	Total Experience of Successful execution of SCADA with Energy Management Solutions involving supply of Hardware, Networking & Software implementation with customized MIS Reports, Web & Mobile Application etc.	25	≥1000MW -25 points	25	15	15	1.Documentary evidence to be submit against all clauses 2.Experience for only commissioned/ completed projects will be considered for assigning scores. Valid documentary proof shall be submitted along with the Bid to justify and support claim for marks against each Technical/quality Evaluation criteria. 3.For validity of proof, Owner judgment shall be final and binding to the Bidder.
			≥750 MW - 20 points				
			≥500 MW - 15 points				
			≥250 MW - 10 points				
2	Experience of successfully implementation of SCADA with Energy Management Solutions , customization and Data Integration (Hardware, Networking & Software) for Renewable Projects.	25	For implemented renewable projects Wind & Solar cumulative capacity ≥250 MW -25 points	15	20	20	
			For implemented renewable projects Wind & Solar cumulative capacity ≥150 MW-20 points				
			For implemented renewable project Wind & Solar capacity ≥100 MW-15 points				
			For implemented renewable project Wind & Solar capacity ≥75 MW-10 points				
3	Successful O&M experience for implemented SCADA Projects	20	≥10 years -20 points	15	20	10	
			≥ 7 years -15 points				
			≥ 5 years-10 points				
			≥ 3 years-5 points				

			<3 years-0 points				
4	Bidder's Service Engineer base	10	Within Gujarat in Vadodara-10 points Base within 150Km from Vadodara in Gujarat -7 points Beyond 150 Km from Vadodara in Gujarat - 3 Points	10	7	10	
5	CMMI level for Bidder	15	Level ≥ 3- 15 points Level<3- 0 points	0	15	0	
6	ISO 9001-2015 certification	5	For valid certification- 5 points	5	5	5	
	Total Quality Points Qp	100		70	82	60	

Financial / Cost Evaluation

Sr. No.	Particular (Firm & Fixed)	Total Price with applicable Tax (Indian Rupees only)	Bidder A	Bidder B	Bidder C	Remarks
A	<u>Prices for Supply (As per detail scope of work)</u>		Indicative Price in Rs.	Indicative Price in Rs.	Indicative Price in Rs.	
1.	Development, Installation , Testing , Debugging and commissioning of SCADA Dashboard software comprising of core operating software, Reporter & Alarm modules , FTP Push-Pull Tool, Database software , Web & Mobile Application, Windows, Office Suite , Anti-Virus and any other software required for successful implementation of the system as per detail scope of work.	Figure filled up by Bidder in Price Bid P-I(Annexure-A)	100000	150000	125000	

2.	Supply & delivery of HMI (minimum 24" LED Display) cum Central Server-Tower type (High End PC) with adequate memory of minimum 1 TB usable space SAS HDD,32 GB RAM with RAID 5 Configuration, minimum 4 USB and 4 Serial ports with adequate LAN ports for communication with Keyboard & speaker,optical mouse,PCI slot for Large format display, CD-RW/DVD-ROM combo drive and redundant Power supply, Xenon processor, Data Concentrator unit with serial & Ethernet port, can support FTP/web service/email/TCP/IP with adequate memory for 45 days and Data logger/suitable media converter at respective places, Network Cabling, Supply of 3 Numbers of Industrial grade Large Format display of minimum 65" with all accessories, stand arrangement, KVM switch etc. As per detailed scope of work.	Figure filled up by Bidder in Price Bid P-I(Annexure-A)	700000	650000	600000	
3.	Supply & Delivery of Misc. Hardwares like Ethernet switch, cable, connectors, gateway, Router, Modem with SIM and other hardware/software not specifically mentioned but to be considered for successfully implementation of project as per detail scope of work	Figure filled up by Bidder in Price Bid P-I(Annexure-A)	50000	75000	60000	
X	Total Supply	Figure filled up by Bidder in Price Bid P-I(Annexure-A)	850000	875000	785000	
B	Services Part (As per Detail scope of work)					

1.	Design, Engineering, Manufacture, supply & delivery at site, Installation, commissioning, and Development charges for Centralized SCADA system for Conventional and Renewable Energy Sources data at Baroda GIPCL but not limited to Integrate and customization of all data on common platform, creation of dashboard as per Owner's requirement for real time view data analysis and trending facility, Creation of secure database with Auto MIS Reports at different time interval as per owner's requirement and scheduled generation of SMS and Emails on demands with development of Mobile App in line with detail scope of work.	Figure filled up by Bidder in Price Bid P-I (Annexure-A)	900000	850000	700000	
Y	Total Service Part		900000	850000	700000	
Total Project Cost (Total Contract Value) i.e. Supply+Services (X+Y)			1750000	1725000	1485000	
C	O&M (AMC) Charges		Bidder A	Bidder B	Bidder C	Discounting factor 9.15%
			Total price with Tax	Total price with Tax	Total price with Tax	
			A	B	C	D
1	Annual (AMC) O&M charges 2nd year		100000	130000	125000	0.839368
2	Annual (AMC) O&M charges 3rd year		110000	130000	135000	0.769004
3	Annual (AMC) O&M charges 4th year		120000	135000	145000	0.704539
4	Annual (AMC) O&M charges 5th year		125000	140000	150000	0.645478
Z	NPV of O&M Charges from 2 nd year to 5 th year	Please refer Price Bid P-I (Annexure-A) for deriving figure	333756.70	394568.08	407716.43	Up to 2 decimal
Total Quoted Price P-Considered for Bid Evaluation inclusive of Taxes/duties i.e. P=(X +Y+Z)			2083756.70	2119568.08	1892716.43	

Tender No: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA INTEGRATION/2018

D	Cost Point Cp (Formula= $\frac{PL}{P} \times 100$)		90.83	89.30	100.00	(Cp = PL / P * 100), PL = Lowest Price, P = Price Quoted by bidder under considerati on
1	Qp with 60% weightage (Technical / Quality Points) –D1	0.6*Qp	42.00	49.20	36.00	
2	Cp with 40% weightage (Cost / Financial Points)-D2	0.4*Cp	36.33	35.72	40	
3	Total Merit Points/Score (Qp + Cp)	D1+D2	78.33	84.92	76	Up to 2 decimal

As above ,Bidder B becomes as successful Bidder. In normal incidence ,Total merit points/score (Qp + Cp) shall be considered up to two decimal point however in case of tie between two bidders further decimal shall be accounted to derive successful bidder.

Company Seal

Signature of Bidder



GUJARAT INDUSTRIES POWER COMPANY LIMITED

Part-II

VOLUME – II

GENERAL CONDITIONS OF CONTRACT

**TENDER NO: GIPCL/CENTRALIZED MONITORING SYSTEM-DATA
INTEGRATION/2018**

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SECTION – I

DEFINITIONS AND INTERPRETATION

1. DEFINITION & INTERPRETATION:

1.1 Definition:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1.1.1 The 'Owner' shall mean the Gujarat Industries Power Company Limited (GIPCL), a Company incorporated under the Companies Act, 1956 having its registered office at PO: Petrochemicals, Dist. Vadodara - 391 346, Gujarat, India or any other place as modified subsequently and shall include its Administrative Officers authorized to deal with these presents are concerned on his behalf posted in the any of the Offices of GIPCL and shall also include Owner's successors and assignees.
- 1.1.2 The 'Tender' shall mean the tender submitted by the tenderer for acceptance by the Owner.
- 1.1.3. The 'Contractor' shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor's legal representatives, his successors and permitted assigns.
- 1.1.4. The 'Engineer-in-Charge' shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorized by the Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.
- 1.1.5. The 'Works' shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in- charge.
- 1.1.6. 'Specifications' shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.
- 1.1.7 .The 'Completion Certificate' shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction as per detail scope of work.

- 1.1.8. 'Letter of Intent' shall mean intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.9. 'Days' means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
- 1.1.10. 'Working Day' mean any day which is not declared to be holiday or rest day by the Owner.
- 1.1.11. 'Week' means a period of any consecutive seven days.
- 1.1.12. 'Value of Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.
- 1.1.13. 'Language for Drawings & Instruction': All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.
- 1.1.14. 'Singular and Plural': The singular shall include the plural and vice versa wherever the context so requires.

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS

2. SUBMISSION OF TENDER:

- 2.1. The tender documents shall be in 2 parts viz. Technical Bid and Price Bid.

Technical Bid and EMD alongwith Tender fee should be put in separate sealed cover and marked with the tender reference and name of the work. Bidder can submit price bid Online to <https://www.nprocure.com> or <https://gipcl.nprocure.com> as per GIPCL RFP format only .Both the sealed envelopes for Technical bid and EMD with tender fee are to be put in a single sealed cover. The name of the work the tender reference and date of opening are to be superscripted on this sealed envelope also.

The technical Bid shall be opened in the first instance. Clarifications, confirmations, if any, shall be obtained with regard to technical specifications.. The price bid shall be opened thereafter.

- 2.2. If Addenda/ Corrigenda are issued to this tender document, they must be signed, submitted along-with the tender documents.
- 2.3. Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations.

3. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender document purchased by one intending tenderer to another is not permissible.

4. EARNEST MONEY:

- 4.1. The tenderer must pay earnest money as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be rejected. The earnest money can be paid by crossed demand draft or fixed deposit or Bank Guarantee from any Nationalised/ Scheduled Bank or Insurance Guarantee in the prescribed proforma as indicated in the tender document in favour of Gujarat Industries Power Company Ltd.
- 4.2. The Bank Guarantee so furnished by the tenderer shall be only in the proforma prescribed by the Owner and valid for 120 days from the Bid submission due date. No interest shall be paid by the Owner on the Earnest Money deposited by the tenderer.

5. VALIDITY:

Tender submitted by tenderers shall remain valid for acceptance for a period of 120 days from the Bid submission due date.

6. ADDENDA/ CORRIGENDA:

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the

design or contract terms.

7. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

7.1 The right to accept the tender will rest with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever. The quoted rates would hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected. The decision for the owner in respect of the above shall be final and binding on the contractor.

7.2 Canvassing in connection with tenders is strictly prohibited. The submitted tenders of the tenderers who resort to canvassing are liable to rejection. Tenders containing uncalled remarks or any additional conditions are liable to be rejected.

8. TIME SCHEDULE:

8.1. The work shall be executed strictly as per the Time Schedule given in Letter of Intent (LOI) / Order. The period of completion given in time Schedule includes the time required for mobilization as well as design, engineering, Manufacture, testing, supply, installation and rectification if any as per detail scope of work, re-testing and completion in all respects to entire satisfaction of the Engineer-in-Charge.

8.2. A joint programme of execution of the work will be prepared by the Engineer- in-Charge and contractor based on priority requirement of this project.

8.3. Monthly/ weekly completion programme will be drawn up by the Engineer- in-Charge jointly with the Contractor. The contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel with adequate tools and tackles/resources and he shall also supply himself materials of his scope of supply in good time to achieve the targets/ programmes. In all matters concerning the extents of targets set out in the weekly and monthly programmes and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

9. DELETED

10. COLLECTION OF DATA - TENDERER'S RESPONSIBILITY:

The intending tenderers shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the drawings and specifications.

11. ACCEPTANCE OF THE ORDER:

The successful tenderer shall be required to submit acceptance of the order to the Owner within 5 days of the receipt by him of the LOI. In the event of failure

on the part of the successful tenderer to accept within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

12. DELETED:

13. NOTE TO SCHEDULE OF RATES:

- 13.1. The schedule of rates should be read in conjunction with all the other sections of the tender.
- 13.2. The tenderer shall be deemed to have studied the drawings, specifications and details of work to be done within time schedule and to have acquainted himself of the conditions prevailing at site.
- 13.3. Rates must be filled in the original tender document. If quoted in separate typed sheets, no variation in time description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of rates shall be brought out in the terms and conditions of offer.
- 13.4. The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alternation of the rates quoted and accepted.
- 13.5. The owner reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

SECTION - III

GENERAL OBLIGATIONS

14. INTERPRETATION OF CONTRACT DOCUMENTS:

- 14.1. Complete documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to Engineer-in-Charge who shall give decisions and Issue to the contractor instructions directing in what manner the work is to be carried out. The decision of Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 14.2. Works shown in the drawing but not mentioned in the specification or described in specification but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.
- 14.3. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires words implying 'persons' shall include relevant 'corporate companies or registered association' or 'body of individuals' or 'firm of partnership' as case may be.

15. SPECIAL CONDITIONS OF CONTRACT:

- 15.1. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract Specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.
- 15.2. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 15.3. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.
 - (1) The Letter of Intent(s) duly accepted by Contractor.
 - (2) Minutes of Meetings (MOM), Post offer Agreements between OWNER and the CONTRACTOR.
 - (3) Schedule of quantities
 - (4) Technical specifications
 - (5) Special Conditions of Contract
 - (6) General Conditions of Contract
- 15.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.
- 15.5. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to.

Where the job specifications stipulate the requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied.

16. Tenderer to Obtain his Own Information:

- 16.1. The tenderer shall for all purposes and whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details given in the Tender Document as guideline information to help the tenderer but to make- up the tender is not guaranteed.
- 16.2. The tenderer shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials and labour involved etc. and as what works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surroundings areas, to have satisfied himself to the nature of all existing structures, and also as to the nature and the conditions of available facilities like Railways, roadways, bridges culverts, means of transport and communications like by land, water or air and possible interruptions thereto the access to and egress from site and to have made enquiries, examined satisfied himself of the sites and all other similar matters affecting the works. He is deemed to have acquainted himself his liability for payment of Government Taxes, Customs Duties and other charges.
- 16.3. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information or issues stated above or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.
- 16.4. Any change in layout due to site conditions or technological requirement shall be binding on the contractor and no extra claim on this account shall be entertained.
- 16.5. No verbal agreement or inference from conversation with any officer or employee of the Owner either before, during or after the execution of the contract agreement shall in any way affect or modify and of the terms or obligations herein contained.

17. Security Deposit:

- 17.1. A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher shall have to be deposited by the person/ persons (hereinafter called as Contractor) as security deposit with the owner until the expiry of defect liability period.

- 17.2. The earnest money deposited with the tender shall be adjusted towards security deposit if required.
- 17.3. Contractor can furnish the initial or total security deposit amount (a) in Demand Draft or (b) through a Bank Guarantee from any Scheduled bank in the prescribed proforma.
- 17.4. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of Engineer-in-Charge shall be final).
- 17.5 All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. No interest shall be payable by the Owner for sum deposited as security deposit.
- 17.6. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

18. Forfeiture of Security Deposit:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government securities, etc. forming whole or part of such security deposit. In the event of security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor. The contractor shall pay to the Owner on demand any balance remaining due.

In the event of any breach by the contractor or any loss or damage occasioned to the owner which in the opinion of the owner has arises, the decision where of shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the security deposit is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

19. Time of performance:

The work covered by this contract shall be commenced as per the agreed terms of LOI / Order and be completed in stages on or before the dates as mentioned in the time schedule of completion of works. The contractor should bear in mind that time is the essence of the contract, unless such time be extended pursuant to the provision of clause Extension of Time. Request for Revision of Construction time after tenders are opened will not receive consideration.

20. Extension of Time.

- 20.1. The application for extension of time is to be given to project head through the engineer-in-charge and the project head may authorize extension of time after considering the due merits.

Whenever extension of time is granted by the project head, the same shall be on the existing terms and conditions of the contract and without any additional financial liability to the Owner. The contractor in any case shall have no claimed whatsoever for any type of compensation on account of any delay attributable to anyone.

21. Force Majeure:

- 21.1 Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts or war rebellion, sabotage, fire, floods, explosions riots , provided always that such occurrences result in impossibility of performances of the contract.

- 21.2 Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

22. Compensation for Delay:

Time is the essence of the project and hence any delay in compliance to the completion timelines as per clause 10.0 shall lead to penalty of 1% of Total Contract Value per week or part thereof on prorated basis with maximum limit of 10% of the contract value may be levied to Contractor and such penalty shall be deducted from the payments due under the Contract or by invoking the Contract Performance Bank Guarantee.

23. Failure by the Contractor to Comply with the Provisions of the Contract:

- 23.1. If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -

- (a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost

occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

(b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner. Besides, the contractor shall also be liable for any compensation accruing under clause 24.

(c) In other cases, the decision of the Owner is binding on the contractor.

23.2. In such events of clause 23.1 (a) or (b) above

(a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

(b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorized or required to be reserved or retained by the Owner.

23.3. Before determining the contract as per clause 23.1 (a) or (b) provided in the judgments of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

23.4. The Owner shall also have the right to proceed or take action as per 23.1 (a) or Clause 23.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

23.5. Termination of the Contract as provided for in sub-Clause 23.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued up to the date of such termination.

24. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 23.

In any case in which any of the powers conferred upon the owner by clause 23 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers vested in him under the proceeding clause no. 23 he may if he do so desires, take possession of all or any tools and plants, materials and stores in or upon the works of the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contract and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

25. No Compensation for Alteration in or Restriction of Work:

At any time from the commencement of the work if the Owner decides for whatsoever reason, not to carry out the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

26. Change in Constitution:

When the contractor is a partnership firm the prior approval in writing from the Owner shall be obtained before any changes are made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern. Such approval as aforesaid shall, like wise be obtained before such contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval is not obtained. The contractor shall be deemed to have been allotted in contravention of Clause - 34 hereof and the action and consequence shall ensure as provided in that clause.

27. Termination of Contract for Death:

If the Contractor is an individual or a proprietary concern and the individual or

the proprietor dies or if the contractor is a partnership concern and one of the partners dies then, unless the Owner is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing contract, he (the Owner) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Owner in such assessment shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.

28. Members of the Owner Not individually Liable:

No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

29. Owner Not Bound by Personal Representation:

The Contractor shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding promise or guarantees given or to have been given to him by any person.

30. DELETED:

31. DELETED :

32. Sub-Letting Work:

No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clauses without the consent in writing of the Owner.

33. Power of Entry:

If the contractor shall not commence the work in the manner described in the contract documents or if he at any time in the opinion of the Engineer-in-Charge.

- (i) fail to carry on the works in conformity with the contract documents/order or
- (ii) fail to carry on the works in accordance with the contract schedule or
- (iii) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge or
- (iv) fail to carry on and execute the works to the satisfaction of Engineer-in-Charge or
- (v) fail to supply sufficient or suitable constructional plant, temporary works, labour materials or other things or
- (vi) Commit, suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of

the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer-in-Charge requiring such breach to be remedied or

(vii) If the contractor abandons the works or

(viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials or resources, temporary works, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works by his agents, other contractors, or workmen, or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto and if the Owner shall by reason or his taking possession of the work or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plan, materials etc. constructed/completed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds or the sale.

34 DELETED

35. DELETED:

36. Serving of Notices:

36.1. To the Contractor:

Any notice may be served on the contractor or his duly authorized representatives at the job site or by registered mail directly to the address furnished by the contractor. Proof of issue of such notice should be conclusive of the contractor having been duly informed of the contents.

36.2. To the Owner:

Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s. Gujarat Industries Power Co. Ltd. addressed to the head/ site in-charge.

37. Rights of various Interests:

- (i) The Owner reserves the right to distribute the work between more than one contractors if required. The contractor shall cooperate and afford the other contractors all reasonable opportunity for access to the works for execution of their works.
- (ii) Wherever the work being done by any department of the Owner or by the contractor employed by the Owner as per the contingent upon work covered by this contract, the respective rights and various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

38. Patents, Royalties, Rent and Excavated Material:

38.1. The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials composition matters, to be used or supplied or methods and processes to be practiced or employed the performance of this contract, is covered by a patent under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any royalty or obtain any such license, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his Own expense and the contractor will pay damages and costs awarded in such suit. The contractor shall promptly notify the Owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment, machinery, materials, process, methods, to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

38.2. All charges on account of royalty, tollage, rent octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the contractor.

39. Liens:

If at any time there should be evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor, if any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payment and reasonable expenses. Owner reserves the right to the same.

SECTION – IV

PERFORMANCE OF WORK

40. Execution of Works:

All the work shall be executed in strict conformity with the provisions of the contract documents explanatory detailed scope of work with drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour if any, throughout the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

41. Coordination and inspection of Works:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge or his authorized representative.

42. DELETED

43. Work on Sundays and Holidays:

For carrying out works on Sundays and holidays, the contractor will to keep Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the Owner shall have no liability whatsoever on his account.

44. DELETED

45. DELETED

46. Inspection of Works:

46.1 The Engineer-in-Charge will have full power and authority to inspect the works in progress at any time wherever the premises/workshops situated, of the Contractor, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be supplied. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge carry out such inspection if any. The contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

- 46.2 The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of failure of above the same shall be uncovered and all facilities made available again at contractor's expense for carrying out such measurement or inspection.

47. Assistance to the Engineer:

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instructions and assistance in checking of settling out of works and in the checking of any works made by the contractor for the purpose of setting out and taking measurements of work.

48. Discrepancies between instructions:

Should any discrepancy arise between the various instructions furnished to the contractor or his agents or staff or if any doubt arises on the meaning or implementation of any such instructions or should there be any difference of opinion on the issues, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decisions thereon shall be final and conclusive. No claim on losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

49. Alterations in Specifications and Designs and Extra Works:

- (a) The Project Head shall have power to make any alterations, in omission from additions to or substitutions, for the schedule of rates, the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out such altered/ extra/ new items of work in accordance with any instructions which may be given to him in writing signed by the Project Head and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job at the discretion of the Project Head for any such alterations, additions, or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under the clause shall be worked out in accordance with the following provisions:-
- (b) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- (c) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of work as are specified in the contract for the

work. The opinion of the Project head as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on the contractor.

50. Action where no Specification is issued:

In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender document such work shall be carried out in accordance with the Indian Standard Specifications. If the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineer in Practice subject to the approval of the Engineer-in-Charge.

51. Abnormal Rates:

The contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change in specification for any other item. In case the rate quoted by the tenderer for any item are usually high or unusually low it will be sufficient cause of the rejection of the tender unless the Owner is convinced about the reasonableness of the analysis for such rate furnished by the tenderer (on demand) after scrutiny.

52. Tests for Quality Works:

52.1 All materials and workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests if any at contractor's cost as the Engineer-in-Charge may direct. The contractor shall provide assistance, instruments, machines, labour and materials as are required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

52.2 All the tests that will be necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the Govt. approved testing laboratory of this Owner if available by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facilities with the Owner, the required laboratory as directed by Engineer-in-Charge.

52.3 If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

53. DELETED

54. Liabilities for Defect, Imperfections etc. and Rectifications Thereof:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand

in writing from the Engineer-in-Charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

55. Suspension of Works:

- (i) Subject to the provision of sub para (ii) of this clause, the contractor shall if ordered in writing by the Engineer-in-Charge., or his representative, temporarily suspend the works or any part thereof such period and such time as so ordered and shall not, after receiving such written orders, proceeds with the work therein, ordered to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor should be apply for the same provided that the suspension was not consequent to any default or failure on the part of the contractor.
- (ii) In case of suspension of entire work, ordered in writing by the Engineer-in- Charge, for a period of more than two months, the contractor shall have the option to terminate contract.

56. Possession Prior to Completion:

The Engineer-in-Charge shall have the right to take possession of or any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or uses by the Engineer-in-Charge delay the progress of work, equitable adjustment in the time of completion will be made and the contract agreement/order shall be deemed to be modified accordingly.

57. Twelve months Period of Liability from the Date of Issue of Completion Certificate/handing over:

- 57.1 Guarantee :** The contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work/handing over as certified by the Engineer-in-Charge which is indicated in the completion certificate. Any damage or defect that may arise though remained undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default the Engineer-in-Charge may cause the same to be made good by other agency and deduct expenses (of which the certificate or Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the contractor

or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

- 57.2 **Suggestions to fulfill the Guarantees :** If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this in writing to the notice of the Engineer-in-Charge.

57.3 **Care of works:**

From the commencement of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

57.4 **Defects Prior to Taking Over:**

If at any time before the work is taken over, the Engineer-in-Charge shall:

- (a) Decide that any work done or materials/equipments used by the contractor or any sub- contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of contract (all such matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner to be recovered from the amount due to the contractor. The decision of the Engineer-in- Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 68.1 of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

57.5 **Defect After Taking Over:**

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective materials supplied by the contractor or that may have been notices or

developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be at liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

57.6 Guarantee/Transfer of Guarantee:

For works done by contractor or in case of contractor shall invariably engage sub-contractors who are specialists in the field and firms of repute and such a sub-contractor shall furnish guarantees for their workmanship to the Owner, through the contractor. In case such a sub-contractor/firm is not prepared to furnish a guarantee to the owner, the contractor shall give that guarantee to the Owner directly.

SECTION – V CERTIFICATE AND PAYMENT

58. SCHEDULE OF RATE AND PAYMENTS:

58.1 Contractor's Remuneration:

The price to be paid by the Owner to the contractor for the whole of the work done and for the performance of all the obligations undertaken by the contractor under the contract document shall be ascertained by the application of the respective schedule of rates and payment to be made accordingly to the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall(exception only as and to the extent expressly provided here in) constitute the sole and inclusive of remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

58.2 Schedule of Rates to the Inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handing over the work to the Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.

Generality of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not expressly stated that the contractor shall do or perform a work or supply articles or perform with services at his own cost or without addition of payment or without extra charge or works to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

58.3 DELETED

58.4 Schedule of Rates to cover Royalties, Rents and Claims:

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents, and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the owner which the contractor hereby gives against all

actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or charges if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.

58.5 Schedule of Rates to cover taxes and duties:

No exemption or reduction of custom duties, excise duties, sales tax, quay or any port duties, transport charges, stamp duties or Central or State Government or Local Body (or from any other body) or Municipal Taxes or duties, taxes or charges whatsoever will be granted or obtained and all expenses of which shall be deemed to be included in and covered by the schedule of rates. The contractor shall obtain and pay for all permits or other privileges necessary to complete the work.

58.6 Schedule of Rates to cover Risk of Delay:

The schedule of rates shall be deemed to include and cover the risk of all responsibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the owner in the exercise of his powers and on account of extension of time granted due to various and for all other possible or probable causes of delay.

58.7 Schedule of Rates cannot be altered:

For work under unit rate basis no alteration will be allowed in the schedule of rates by reasons of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the contractor and agreed to by the Owner and cannot be altered.

58.7.1 The schedule of rates to cover for working in operating plant. Contractor's rates shall be deemed to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipments and materials from one place to another, so that they do not cause any damage to any person or to the property of the owner or to third party including over head and underground cable/pipe lines. In the event of such damages including eventual loss of production and operation of the plant or services in any plant or establishment as estimated by the owner or ascertained or by the third party shall be borne by the contractor. Since the work is to be executed for the expansion of the plant, the rate of the contractor shall also deem to include all interference / obstruction / interruption for which no compensation shall be paid to be contractor.

59. Procedure for Measurement/ Billing of Work in Progress:

59.1 Measurements :

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the contractor's authorized agent progressively. Such measurements will be got recorded in the measurement book by the

Engineer-in-Charge or his authorized representative and signed in token of acceptance by the contractor or his authorized representative.

59.2 Billing:

The contractor will submit a bill in approved proforma in accordance with the contract terms and the agreed billing schedules in quintuplicate to the Engineer-in-Charge giving abstract and detailed measurement for the various items executed. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified.

59.2.1 The bill shall be submitted by the contractor in computerized formats approved by the owner.

59.2.2 For lump-sum contracts, the payment will be according to agreed billing schedule. No adjustment shall be allowed in lump-sum prices for any variations in the quantities, specifications etc. shall take or a cause to be taken the requisite measurement for the purposes of having the same verified.

59.3 DELETED

59.4 Dispute in Mode of Measurement:

In case of any dispute as to the made of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

59.5 Rounding of Amounts:

In calculating the amount of each item due to the contractor in every certificate prepared for payment, sum of less than 50 paisa shall be omitted and the total amount on each certificates shall be rounded off to the nearest, i.e. sum of less than 0.50p shall be omitted and sums of 0.50p and more up to one rupee shall be reckoned as one rupee.

60. LUMPSUMS IN TENDER:

For the item in tender where it includes lump-sum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, or determination, the Owner may at his discretion pay the lump-sum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum payable to him, under the provisions of this clause.

61. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES:

All Running Account Payment shall be regarded as Payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed

or re-erected or be considered as an admission of the due Performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it, conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month from the state of physical completion of the work; otherwise, the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

62. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT:

Should the contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works arising under the terms of this contract he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claims with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any right in respect thereof.

63. PAYMENT OF CONTRACTOR'S BILL:

Payment will be released within 30 days from the date of receipt of the Invoice with all necessary required documents.

All payment shall be made in Indian Currency.

64. Receipt for Payment:

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractors are described in their tender as limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authority to give effectual receipt for the company.

65. Completion Certificate:

65.1. Application for completion certificate:

When the contractor fulfils his obligation under clause 69.4 he shall be eligible to apply for completion certificate in respect of the work by submitting the completion documents along with such application for completion certificate.

The Owner or his representative shall normally issue to the contractor the completion certificate within one month after receiving an application therefore from the contractors after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The contractor, after obtaining the completion certificate, is eligible to

present the final bill for the work executed by him under the terms of contract.

65.2. Completion Certificate:

Within one month of the completion of work in all respects, the contractor, shall be furnished with a certificate by the owner or his representative of such completion but no completion certificate shall be given not shall the work be deemed to have executed until all, surplus materials and rubbish if any is cleared off the site completely not until the work shall have been measured by the Engineer-in-Charge, whole measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the owner, until all the works or temporary work completed and work at site cleared to the satisfaction of the Engineer-in-Charge.

65.3. Completion Documents:

For the purpose of Clause 65 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the work was carried out.
- (ii) Three sets of drawings showing therein the modification and corrections made during the course of execution and signed by the Engineer-in-Charge.
- (iii) Satisfactory completion of commissioning of equipment with load.
- (iv) Satisfactory completion of guarantee.

66. Final Decision and Final Certificate:

Upon the expiration of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor for such period as herein provided in clause 68.1 and that the contractor has in all respect duly made up all subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the right of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate, herein referred to as the final certificate, to the effect and the contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

67. Certificate and Payments No Evidence of Completion:

Except the final certificate no other certificate or payment against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract of any part thereof or of occupancy or validity of any claim by the Contractor.

SECTION – VI TAXES AND INSURANCE

68. TAXES, DUTIES, OCTROI ETC.

68.1. The Contractor shall defray all charges, such as rent, toll local taxes excise duty, other payments and compensations, if any, in connection with the procurement and handling of materials, fabrication and execution of works or any method or process connected with the works or Temporary works.

Sales Tax or any other tax on materials required for the works as also Tax on works contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this regard.

68.2. Notwithstanding anything contained elsewhere in the contract, the owner shall deduct at source from the payments due to the contractor, the taxes as required under Gujarat Sales Tax Act or as amended from time to time or under any other statute. The amounts so deducted shall be deposited by the Owner with the Sales Tax authorities as per Law. It is for the contractor to deal with the Sales Tax authorities directly in respect of any claim or refund relating to the above deductions and the owner shall not be liable or responsible for any claims or payments or reimbursement in this regard.

69. INSURANCE:

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows:

69.1 Employees State Insurance Act:

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act., 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor or Sub-contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub- contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of

India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, has been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

69.2 Workmen Compensation and Employees Liability Insurance:

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

69.3 Any other insurance required under Law or Regulations or by Owner:

Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

69.4 Accident or Injury to workmen:

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

69.5 Transit Insurance:

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.

70. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:

- 70.1 Contractor's rate shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Owner or to a third party including over head and underground cables, pipelines etc if any. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the Owner or ascertained or by the third party shall be borne by the Contractor.
- 70.2 Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work or Owner. If such loss or damages is due to fault and or the negligence or willful acts or omission of the contractors, his employees, agents, representatives or sub-contractors.
- 70.3 The contractor shall indemnify and keep the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/ or negligence or willful acts or omission of the contractor, agents, representative or sub-contractor.

71. DEMURRAGE DUES:

The contractor shall pay demurrage charges incurred by the Owner because of the contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/ or Transport Agency for such loading or unloading as charges incurred by the contractor within the permissible time as also charges due on consignments booked by or to him. In case the contractor fails to pay these charges, these charges shall be deducted from any sums, which may be due or become due to the contractor in terms of this contract and/ or any other contract.

SECTION – VII

LABOUR LAWS AND ARBITRATION

72. LABOUR LAWS: (Wherever Applicable)

Contractor shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his workers engaged if any upon the Project or any portion thereof and shall exclusively bear the consequences of failure to comply therewith Contractor shall Indemnify and hold Engineer and Owner harmless from any claims, fines or penalties which may be made against Engineer or Owner as result of Contractor's failure to fulfill these obligations.

Without limiting the generality of the foregoing, Contractor shall fully comply with.

The contractor shall obtain clearance from the Labour Department regarding the compliance of the labour laws on 6 monthly bases and submit to the owner for record.

- (i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- (ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iii) The contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.
- (iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- (v) If the contractor is covered under the contractor labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract.
- (vi) The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his 18 (eighteen) years of age.
- (vii) The Contractor shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstance-under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity benefit as

provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

- (viii) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1938, and Employees Liability Act 1928. Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1937, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- (ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or Workers by reason of non-fulfillment of the Conditions of the Contractor for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- (x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his sub-contractors.

73. Contractor to Indemnify the Owner:

- 73.1 The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

73.2 Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

- 73.3 In every case in which by virtue of the provisions of section 12, sub-
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section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (1) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claims.

74. Health and Sanitary Arrangements for Workers (if employed):

74.1 In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

74.2 The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

75. Arbitration:

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

The contractor shall on receipt of the names as referred selected any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

The venue of arbitration shall be at Vadodara.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties. Subject to aforesaid, the provisions of the Arbitration Act 1996 or any Statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

76. Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of GUJARAT (India) only.

(b) Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.

SECTION – VIII

SAFETY CODE

77. GENERAL:(Wherever Applicable)

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, contractor will be furnished copies of Owner's 'Safety Code' for information and guidance, if it has been prepared.

78. SAFETY REGULATIONS:

78.1. In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per (i) Safety codes of Indian Standards Instructions (ii) The Electricity Act, and (iii) Regulations (iv) Safety/Precautions shall be taken while working on Height as per prevailing Indian safety norms. Rules and orders made there under and such other acts as applicable.

78.2. The contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, contractor shall consult Owner's Safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done under this contract or to any of the Owner's existing property.

79. DELETED

80. General Rules:

Smoking within the Battery Areas, rank farm, or dock limits is strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately".

81. DELETED

82. DELETED

83. DELETED

84. General Safety:

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed at the site and maintained in condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by persons concerned.

85. DELETED

86. DELETED

87. DELETED

88. DELETED

89. Preservation of Peace:

The Contractor shall take requisite precautions and uses his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of a special Police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

90. DELETED

91. DELETED