

GUJARAT INDUSTRIES POWER COMPANY LTD.

(SURAT LIGNITE POWER PLANT)

(4 x 125 MW UNITs)

**TENDER FOR PLATE & BEAM BENDING AND ERECTION FOR
CYCLONE DUCT STRENGTHANING AT GIPCL-SLPP NANINAROLI SITE
TENDER NO. SLPP/MECH/BMD/CYCLONE DUCT/2019-20**

ADDRESS:

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

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

NOTICE INVITING TENDER (NIT)
TENDER NO. SLPP/MECH/BMD/cyclone duct/2019-20

Tender for: Plate bending in radius at GIPCL-SLPP Nani Naroli site.

Place of work	Surat Lignite Power Plant, At & Po. Nani Naroli, Taluka Mangrol, Dist. Surat.
Quantity	The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in price schedule.
Period of Contract	6 months from the date of issue of Work Order.
EMD	Rs. 15,000.00 /-(Rupees fifteen thousand only)
Tender Fee	RS 2,000.00 /- (Rupees two thousand only)
Availability of Tender document	On web site http://etender.gipcl.com/ from 15.06.2019
Downloading of tender document from websites.	From website: http://etender.gipcl.com/ from 15.06.2019 to 05.07.2019 17.30 HRS.
Last date of submission of offer	05.07.2019 up to 17:30 hrs. from website : http://etender.gipcl.com/
Submission of EMD and tender documents in physical form at address given below	On or before 05.07..2019 up to 17:30 hrs at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <http://etender.gipcl.com/>
5. The supporting documents are to be submitted in physical form only at the following address on or before tender submission due date:-

General Manager (SLPP)

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

SECTION-A

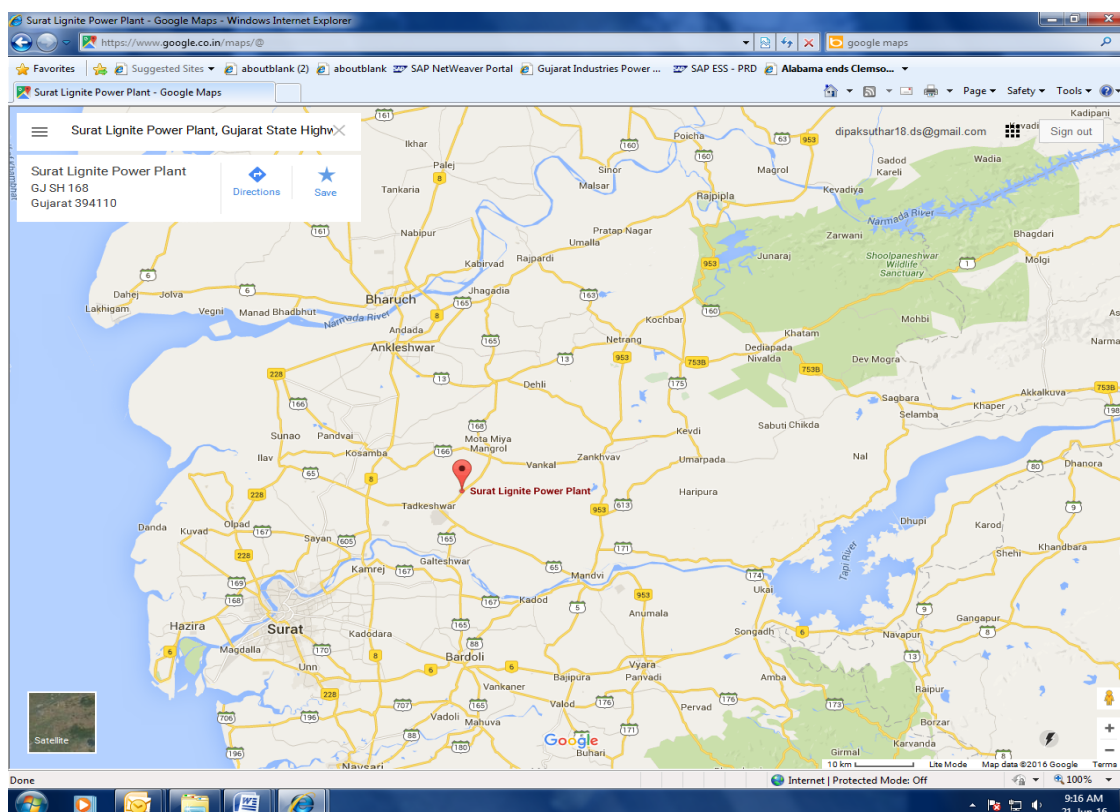
INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant at Baroda & SLPP site. Wind Energy Farm of 112 MW installation and commissioning completed, which is situated at various sites in Gujarat. GIPCL has commissioned 1MW Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. Further, 80 MW solar Power Project is under construction at charanaka site in Gujarat.

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

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



The Company intends to award work of Carbon steel plates & beams and is therefore inviting limited party tenders online (GIPCL e-Portal) from experienced & resourceful contractors.

2. GENERAL INSTRUCTIONS

1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
2. The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
3. The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
4. Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization (if applicable) and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
5. Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
6. The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
7. The tender documents shall not be transferable.
8. The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing.
9. Conditional offers shall not be considered and liable to be rejected.
10. The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
11. During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
12. The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
13. The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.

14. If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
15. Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
16. The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
17. The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

3. PLANT VISIT

The Bidder is advised to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <http://etender.gipcl.com/> to study the actual working conditions, before submitting their offer.

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

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

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

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

4.0 PRE-QUALIFICATION CRITERIA

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

- 4.1 Bidder should possess minimum **Three years** of experience **out of last five years** (as per following Cl. No.4.2) in similar nature of jobs like fabrication & erection of steel structures, platforms etc. and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- 4.2** Bidder should produce evidence of having experience of successfully completed fabrication & erection of steel structures, platforms erection work as defined hereunder during **three years out of last last five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
- a. One similar completed work each costing not less than the amount equal 7.6 lakh.**
 - OR**
 - b. Two similar completed work each costing not less than the amount equal 5.0 lakh.**
 - OR**
 - c. Three similar completed work each costing not less than the amount equal to 3.8 lakh.**

- Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.
- 4.3** Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
- 4.4** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 4.5** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 4.6** Bidder should have annual turnover of 5 lakh for last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

- Note:** In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
- 4.7** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 4.8** Bidder has to submit GST registration number. Copy of the same shall be submitted.
- 4.9** In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc. as a proof & also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of

Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by the Bidder. GIPCL reserves the right to accept/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

4.10 ADDITIONAL PRE QUALIFICATION CRITERIA

- 4.10.1 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. **(Annexure-N, Form attached.)**
- 4.10.2 Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” **(Annexure-M, Form attached.)**
- a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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

5. LANGUAGE OF BID

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

6. **SUBMISSION OF BIDS**

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

Part-1 Techno commercial bid without price.

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

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

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

Part-2 Price Bid.

1. Price Bid shall be submitted only in soft form through GIPCL e- portal. no physical bid document is acceptable.
Note : Estimate includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...
2. Bidder shall have to quote the rates in the form of %age. i.e. “ of SOR total value. It shall be in _____%age below the estimated value OR _____%age above the estimated value.”
3. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

Schedule of Quantities and rates for plates & beams bending and erection.

Sr no	Description of activity	Unit	Total qty (H)	Estimated cost Rs. / Unit activity (G)	Total estimated cost Rs. (G) X (H)
1	Mobilization of Plate bending machine and manpower	No	2	50000	100000
2	Fabrication / preparation of bend plate In unit-1,2,3 & 4 Boiler : Plate size as per following : 1. 6M X 1M X 8mm thick. Bending radius : 2268mm and 2092mm. MOC : IS 2062 FE 410 Gr. A 2. Plate size 6M X 1M X 10mm thick. Bending ID radius : 4060mm.MOC :IS 2062 FE 410 Gr. A	MT	28.5	10760.86	306684.62
3	Erection of Bend plates (fabricated as per Sr no.2 specification) in Boiler Unit-1 ,2,3 & 4 cyclones at 40 to 50M elevation along with preparation of scaffolding and painting of plates.	MT	28.5	25511.95	727090.46
4	Fabrication / bending of ISMB 100 for cyclone-cylinder stiffener. ISMB 100, bent in ID radius: 4395mm. Length: 6M. Circular length as per duct actual configuration.	MT	3	15332.63	45997.89
5	Erection of bent ISMB 100 (fabricated as per Sr no.4 specification) in Boiler Unit-1 ,2,3 & 4 cyclones at 40 to 50M elevation along with preparation of scaffolding and painting of plates.	MT	3	29949.61	89848.83
Total amount (Rs.)					1269621.80

Note : GST will be extra.

7. METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons

signing the documents shall also be typed or printed below the signature on each page.

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

8. MODIFICATION AND WITHDRAWAL OF BIDS

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

9. POLICY FOR BIDS UNDER CONSIDERATION

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

10. EFFECT AND VALIDITY OF THE BID

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

11. OPENING OF BIDS

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

11.2 **Preliminary Examination:**

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

12. EVALUATION & COMPARISON OF BIDS

1. GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
2. The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
3. All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
4. The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
5. The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
6. A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
7. For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

13. RIGHT OF REJECTION OF TENDERS

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

3. GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

14. AWARD OF CONTRACT

1. GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
2. The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

14. ASSIGNMENT AND SUB-LETTING

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

16. Clarification of Bidding Documents

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

17. TIME SCHEDULE

The basic considerations and the essence of the 'Contract' shall be the strict adherence to the time schedule for performing the specified 'Works'.

18. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

19. PAYMENTS

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

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

20. QUANTITIES

The quantities specified are estimated and for tendering purpose only. +10% variation is allowed with same rate, terms and conditions of the estimated quantity.

The payment shall be made on the actual quantity executed as per terms and condition of the tender.

21. INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - <http://etender.gipcl.com/>.
2. All Bids (technical and price Bid) should be submitted online through the website <http://etender.gipcl.com/> only. No physical submission of price and technical Bid will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 110, Gujarat.
[1] Supporting Documents for Technical Bid.
4. Bidders who wish to participate first time in online tenders will have to register their firm at GIPCL-SLPP by applying for registration through vendor registration option available in the website - <http://etender.gipcl.com/> at least before five working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create vendor code which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

SECTION- B
DETAILED SCOPE OF WORK

1. SCOPE OF WORK FOR PLATE BENDING AT SLPP SITE

Bidder's scope:

1. Mobilization of plate bending machine (bending machine with minimum 3 rollers) to SLPP site along with scaffolding materials and all the required tools takes for bending the plates.
2. Installation of the machine at the location informed by engineer in-charge.
3. Operation and maintenance of the bending machine inclusive of lubricants.
4. Lodging and boarding of contractors manpower.
5. Shifting of materials like plates & beams from GIPCL ware house to working site.
6. Plates cutting in 2.5M to 3M length and as per possible length required for erection.
7. Bending of plate in a radius as per details provided in the tender and as per site requirement. Party shall ensure that minimum wastage during bending the plates.
8. Loading & Unloading of plates (Hydra will be provided by GIPCL).
9. Erection of bent, fabricated plates & beams on cyclone & COD area.
10. Removal of damaged plates before applying new plate, if required.
11. Scaffolding where ever required.
12. All required tools & tackles, consumables for bending of plates & beams.
13. All required consumables to execute the jobs.
14. Party shall clear the area and deposit the scrap in the scrap yard.
15. Contractor has to take care of all safety aspects during cutting and welding
16. operation, to avoid any fire accident/incident. Contactor has to start the work after issuing HOT work permit by concern engineer in charge.
17. Surface preparation and application of paint on erected plates & beams with two coats of red oxide coating and two coats of epoxy paint as guided by Engineer in charge.
18. The paint shall be applied after proper cleaning of the element by wire brush and cotton wastes. The cleaning to be done to the satisfaction of the Engineer Incharge.
19. Supply of paint shall be in the contractor scope.
20. All different kinds of Tools and Tackles, Scaffolding, Chain Pulley Blocks, Winch, Ropes, Welding Machine and Welding Electrodes, Cut – Rods, Gas cutting set, Gas- cutting cylinders and other necessary equipments etc. as well as consumables like cleaning agent, cotton waste etc. required for the execution of the job will have to be arranged and managed by contractor on his own.
21. Electric power shall be given free of cost at one point only, further extension of power supply to be arranged by party on their own. .
22. Party has to complete the assigned job as per the direction of Engineer in charge and within given time.
23. The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
24. Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.
25. All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.
26. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.

27. All safety/PPEs required during work at site are to be arranged by the contractor.
28. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
29. Contractor has to depute their full time experienced overall site-in-charge for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge.

GIPCL Scope:

1. Plates, beams for erection.
2. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
3. Hydra for unloading, loading and shifting of the bending machine and plates, non-chargeable basis.
4. Lodging and boarding shall be provided on chargeable basis, if available.
5. First aid facilities as available on chargeable basis.

2. ADDITIONAL SCOPE OF WORK FOR BEAM BENDING AT BIDDER'S WORK

Bidder's scope:

1. Cutting of beams in 2.5M to 3M size for erection purpose.
2. ISMB 100 bending as per radius given in tender and as per site requirement at bidder's work on hydraulic press machine.
3. Freight and insurance of beams transportation from SLPP to bidders work.
3. Bidder shall furnish the address of the work shop/location, where beam bending to be carried out.
4. Loading & Unloading of beams at SLPP and bidders works.

GIPCL Scope:

1. Inspection of material at bidder's works.

3. DETAIL OF PLATES AND BEAMS QUANTITY FOR ERECTION :

Quantity indicated below is tentative and subjected to change. Payment shall be done actual quantity executed by the bidder.

Sr no	Description of activity	Unit	Total qty (H)
1	Mobilization of Plate bending machine and manpower	No	2
2	Fabrication / preparation of bend plate In unit-1,2,3 & 4 Boiler : Plate size as per following : 1. 6M X 1M X 8mm thick. Bending radius : 2268mm and 2092mm. MOC : IS 2062 FE 410 Gr. A 2. Plate size 6M X 1M X 10mm thick. Bending ID radius : 4060mm.MOC :IS 2062 FE 410 Gr. A	MT	28.5
3	Erection of Bend plates (fabricated as per Sr no.2 specification) in Boiler Unit-1 ,2,3 & 4 cyclones at 40 to 50M elevation along with preparation of scaffolding and painting of plates.	MT	28.5

4	Fabrication / bending of ISMB 100 for cyclone-cylinder stiffener. ISMB 100, bent in ID radius: 4395mm. Length: 6M. Circular length as per duct actual configuration.	MT	3
5	Erection of bent ISMB 100 (fabricated as per Sr no.4 specification) in Boiler Unit-1 ,2,3 & 4 cyclones at 40 to 50M elevation along with preparation of scaffolding and painting of plates.	MT	3

Over and above, +10% quantity variations shall be allowed with the same unit rates & condition.

SECTION-C GENERAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD

Contract period will be six months from the date of issue of work order or completion of work whichever is earlier. Contractor should work continuously as per the direction of EIC to complete the job within shortest possible time. Contractor will be informed for mobilization of the set up for job, 4 days in advance.

GIPCL reserves the right to extend the contract for further period of one month.

The duration of contract can be extended for further period of three months with mutual consent.

2. TERMS OF PAYMENT:

The contractor shall raise the invoice in duplicate after 100% completion of work and the payment of the same shall be made within 30 days thereafter as per the following terms of payment.

1. 100% payment shall be paid within 21 days after 100% completion of job on presentation & verification of invoice / RA bill. In case the contractor has not furnished security deposit neither by way of the required PBG nor by way of the required demand draft, 10% of the total invoice amount inclusive of taxes, GST, etc. shall be kept as security deposit towards performance of the work executed from each invoice/RA bill, and the same will be released after 6 months of completion of work.
2. For claiming GST a copy of registration certificate issued by the GST authority to be submitted.
3. GST registration number & date of issue should appear clearly on the invoice.
4. GST amount to be claimed separately with percentage (%) in the invoice.
5. Permanent Account Number (PAN) should appear clearly on the invoice.

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

3. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE

Contractor shall submit following documents to the Engineer-in-charge for verification purpose of the bill:-

- (i) **Measurement sheet along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.

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

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

- a) An EMD of Rs 15,000.00/- (Rupees Fifteen Thousand only) and Tender fee of Rs 2,000.00/- shall accompany the bid. **Tender fee shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Company Limited payable at Naninaroli, Ta-Mangrol, Dist-Surat or online transfer in GIPCL account.** EMD shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Company Limited as per following.

Sr. No.	Bank Details	Payable at Branch
1	Bank of Baroda	Mosali, Ta-Mangrol, Dist-Surat
2	State Bank of India	Naninaroli, Ta-Mangrol Dist-Surat
3	Any Other Banks	Surat

OR for EMD

- b) EMD may, in the alternative, be submitted in the form of an irrevocable Performance Bank Guarantee ('PBG') in favour of Gujarat Industries Power Co. Ltd. from:
- All Nationalized Bank including the public sector Bank or Private sector Bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or
 - Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or
 - Co-operative Bank (The Kalupur Commercial Bank Ltd., Rajkot Nagrik Sahkari Bank Ltd., The Ahmedabad Mercantile Co-operative Bank Ltd., The Mehsana Urban Co-operative Bank Ltd., Nutan Nagrik Sahkari Bank Ltd.)
- Performa of PBG is as shown herein below in Annexure-G.
- c) In case EMD is paid in the form of PBG, the same shall be valid for a period of 180 days after the due date set for opening of the bids. The EMD of the successful bidder will be returned after the work order acceptance by the bidder. The successful bidder is required to submit the required security deposit @10% of the total work order value inclusive of taxes, GST, etc. either by way of demand draft or by way of performance bank guarantee.
- d) The earnest money deposit paid in the form of demand draft will be refunded by means of account payee cheque to the unsuccessful BIDDER as soon as the tender is finalised. Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to GIPCL as per the following scheduled date.
- e) No interest shall be payable on EMD.
- f) EMD will be forfeited if (i) the successful BIDDER withdraws his tender after acceptance or (ii) any BIDDER withdraws his bid before the validity date of the bid.

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

The successful bidder is required to submit the required security deposit @10% of the total work order value inclusive of taxes, GST, etc. either by way of demand draft or by way of performance bank guarantee. In case the contractor has not furnished security deposit neither by way of the required PBG nor by way of the required demand draft, 10% of the total invoice amount inclusive of taxes, GST, etc. shall be kept as security deposit towards performance of the work executed from each invoice/RA bill, and the same will be released after 6 months of completion of work.

6. RECOVERY CLAUSE

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

7. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

8. DEDUCTIONS FROM CONTRACT PRICE

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the contractor is liable, shall be recovered by the GIPCL. The contractor shall pay all such claims within 15 days of claim failing which the same shall be deducted from the bills of contractor.

9. TERMINATION OF CONTRACT BY GIPCL

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.

- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.

10. FAILURE & TERMINATION

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

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

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

11. SETTLEMENT OF DISPUTES

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

12. INTERPRETATION OF CLAUSE

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

13. EMPLOYEE'S COMPENSATION INSURANCE

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

14. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings. On account of any default in respect of all liabilities and in case of non compliance of the above, the company can withhold their payments till all legal liabilities are discharged.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR& Admin. Dept.

- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
8. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
9. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b. LEGAL ASPECTS

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

15. PAYMENT OF WAGES

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

16. ACCIDENT TO WORKMEN

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

17. LIGHTING

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

18. SAFETY ASPECT

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

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

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

19. GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the

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

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc. Working without helmet, shoes, safety belt, gloves etc	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidence, Per incidence Rs. 2500/- • Continuous unsafe acts

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

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

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

20. GENERAL TERMS AND CONDITIONS:

1. GIPCL reserve the rights to cancel the tender without assigning any reason thereof.
2. The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost.
3. The contractor has to take group insurance policy for their employee. The contractor has to submit labour license and PF account number to the Engineer in charge before start the work.
4. One or more jobs may be required to be done simultaneously and contractor shall mobilise additional resources accordingly.
5. Party shall work in harmony with the agency executing the works so as to finish the job in time bound period as specified.

6. After start of unit if any defect of workmanship noticed within one month same shall be attended free of cost by Bidder.
7. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor has to arrange sufficient safety helmets, safety belts, ear plug/muff, nose mask etc of standard quality. Failing this the Engineer in Charge is authorized to remove any person(s) or machinery(s) if felt as safety hazard. If the contractor repeatedly violates safety rules/regulations Engineer in Charge may take necessary action against the contractor.
8. Terms of termination of contract: - On regular deviation/default in compliance of safety norms and safety rules, GIPCL management may take strict actions on contractor which may include holding of payment, imposition of penalty, and even contract termination.
9. **The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. Bidder to confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate. Provide us details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.**
10. GIPCL is an ISO 9001-2008, ISO 14001-2004 & BS OHSAS 18001:2007 certified company, and GIPCL gives extremely importance to maintain these global standards. Contractor has to comply requirement of these standards while executing work at SLPP, GIPCL. Contractor should make awareness among their entire workman about these standards & maintain all records with utmost care.

21. CONTRACTOR'S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced supervisor of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. supervisor shall be constantly in attendance at the site during working hours. When it may be necessary to give directions, orders may be given by the ENGINEER / GIPCL and shall be received and obeyed by the CONTRACTOR'S supervisor, who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the ENGINEER /GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the ENGINEER / GIPCL to him, shall be deemed to have been given to the CONTRACTOR. The representative of the CONTRACTOR shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same.

None of the CONTRACTOR'S supervisors or labour should be withdrawn from the work without due notice being given to the GIPCL / ENGINEER; further no such withdrawals shall be made if in the opinion of the GIPCL / ENGINEER such

withdrawals will jeopardize the required pace of progress / successful completion of the work.

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

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

22. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

23. INDEMNITY

The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

24. GOVERNING LAW AND JURISDICTION

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

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

Annexure A

Price Schedule

Sr. No.	Description of work	SOR Amount Rs. (Total of all type of job) A	% age below the SOR total value OR % age above the SOR total value (to be filled by bidder) B	Net Amount after addition / deletion of % quoted by Bidder (Rs.) C = A X B
1	Straight plates and beams bending and erection at cyclone & COD duct plate replacement or patch-up and strengthening work. at unit#1 to 4 turbine & BOP areas at GIPCL-SLPP, Naninaroli-394110, Ta-Mangrol, Dist-Surat.	1269621.81		
2	GST @ 18% on value at Sr. No1 column C			
3	Total amount (Sr. No1 column C + Sr no 2)			

COMPANY SEAL

Signature.....
Name.....
Designation
Company.....
Date.....

Annexure - J

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATION.

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

SECTION	CLAUSE NO.	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE - G
PERFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

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

Guarantee cover period: From To

To,
M/s Gujarat Industries Power Company Limited
At & Post – Nani Naroli
Taluka – Mangrol
Dist. Surat - 394110

Dear Sir,

In accordance with you 'Invitation for Bids' under your Specification No. Dated.....M/s.....
.....having its Registered / Head office at..... (Hereinafter called the Bidder) wishes to participate in the said bid for

As an irrevocable bank guarantee against bid guarantee for an amount of valid for 180 calendar days from is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the Bank at
having our Head Office at (Local address)

.....Guarantee and undertake to pay immediately on written demand by Gujarat Industries power Company Limited (here in after called 'Purchaser') (in figures) (in words)

.....without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive ad enough for enforcement of bank guarantee on the bank if purchaser invokes the bank guarantee stating only that the default has been committed by the bidder, thus far and no further.

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

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

(Signature)

(Name)
Designation with Bank Stamp

Attorney as per Power of
Attorney No.....

Dated.....

Note:

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

ANNEXURE-C

PERFORMA CERTIFICATE

(No claim, No arbitration, To be submitted along with final bill)

To,
Addl. General Manager (SLPP)
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
Village: Nani Naroli, Ta. Mangrol,
Dist. Surat – 394110 (Gujarat).

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

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

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

For, M/S. _____

Signature, Stamp and date.

ANNEXURE – L

INFORMATION CONTAINING DETAILS OF PROPOSAL

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

Annexure H

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

Ref : Bank Guarantee No.....
Date

Bank Guarantee Cover period from to

Last date for lodgement of claim :

To

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

Dear Sir,

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

Contd....2

(2)

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

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

Contd....3

(3)

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

Dates this.....day of20
at.....

.....
Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:

ANNEXURE- M

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE- N

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

Signed and Stamped
by the
Authorized Signatory
Of the Bidder