

TENDER NOTICE (NIT)

TENDER NO. : SLPP/BLR/METAL SPRAY/ARC/20-21

Tender for carryout Metal spray coating (ARC Spray) on the erosion prone water wall tubes of Unit 1 to 4 CFBC Boiler during ensuing overhauling year 2020-21.

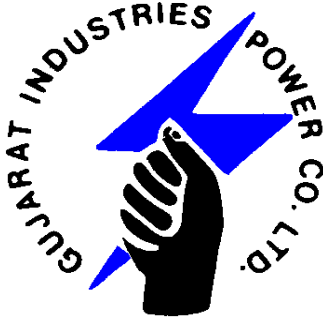
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat (Gujarat).
Quantity	The successful lowest bidder will be awarded this contract, involving total quantities of various items.
Period of Contract	One year from the date of issue of work order.
EMD	Rs. 25000/-(Rupees Twenty Five Thousand Only) by Demand Draft payable at Mosali (Surat) or Motamiya-Mangrol or Nani Naroli or Surat. In case of Bank Guarantee, the BG shall be in favour of GIPCL from approved Banks mentioned in this tender.
Tender fee	2000.00 favour to GIPCL SBI, Nani Naroli
Availability of online Tender document	On website: http://gipcl.com & https://gipcl.nprocure.com
Downloading of online tender document from websites	12/03/2020 17:00 on wards
Last date of online submission of offer	03/04/2020 up to 17:30 hrs. on website- https://gipcl.nprocure.com
Submission of EMD, Tender fee and other supporting documents for prequalification bid in physical form	On or before 03/04/2020 up to 17:30 hrs during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders, Tentatively on __/__/2020 at 11:00 HRS

NOTES:

1. Amendment / corrigendum of the tender document, the 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 of bid submission.

2. GIPCL reserves the right to reject any or all the tenders or split the work among the bidders 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. The conditional tender will not be entertained and shall be liable for outright rejection.
4. The bidders are required to submit their bids online through the website <https://gipcl.nprocure.com>
5. The EMD, Tender fee & other documents to be submitted in physical form as mentioned above would be deposited at the following address:-

Shri N. K. Singh
General Manager - SLPP
GUJARAT INDUSTRIES POWER COMPANY LTD.
(Surat Lignite Power Plant)
At & Post: Nani Naroli,
Ta.: Mangrol, Dist.: Surat,
Pin – 394 112 (Gujarat)
Phone: EPABX (02629) 261063 to 261072
Fax No.: 02629-261080



GUJARAT INDUSTRIES POWER COMPANY LTD.

(SURAT LIGNITE POWER PLANT)

(4 X 125 MW UNITS)

**TENDER SPECIFICATION FOR CARRYOUT METAL SPRAY(ARC Spray) COATING
ON THE EROSION PRONE WATER WALL TUBES OF UNIT 1 TO 4 CFBC BOILER
DURING ENSUING OVERHAULING YEAR 2019.**

(YEAR – 2020-21)

TENDER NO. : SLPP/BLR/METAL SPRAY/ARC/20-21

ADDRESS:

**GUJARAT INDUSTRIES POWER CO. LTD.,
(SURAT LIGNITE POWER PLANT)
AT & POST : NANI NAROLI
TALUKA : MANGROL
DIST : SURAT
PIN : 394 112 (GUJARAT)
PHONE : EPABX (02629) 261063 TO 261072
FAX NO : 02629-261080**

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

SUB : Tender for carryout Metal spray (ARC Spray)coating on the erosion prone water wall tubes of Unit 1 to 4 CFBC Boiler during ensuing overhauling year 2020.

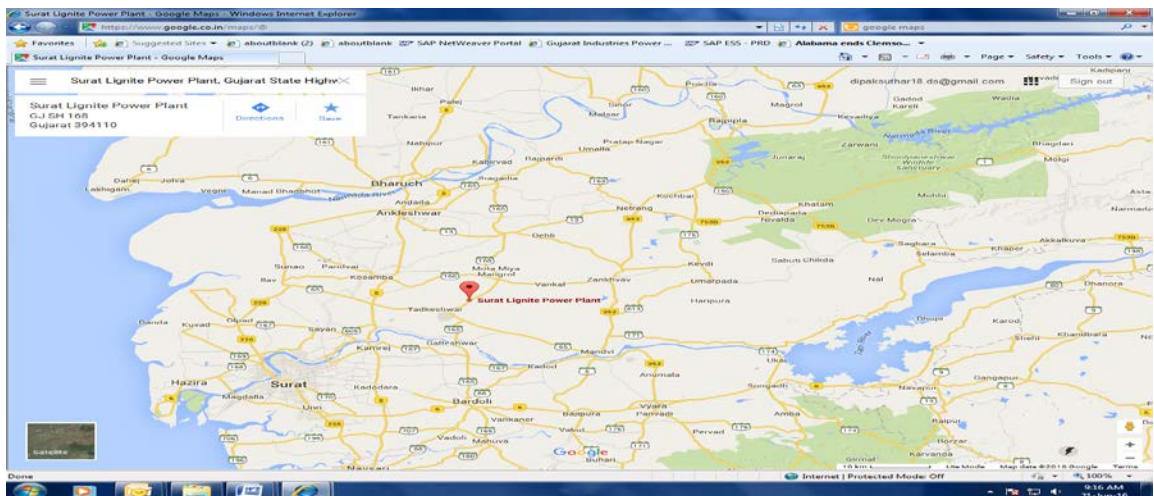
I. INSTRUCTIONS TO BIDDERS

1. PROJECT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. 112.4 MW Wind Energy Farm Project is commissioned. GIPCL has commissioned 1MWp Distributed Solar Power Projects each at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. GIPCL has successfully commissioned 80 MW and 75MW at Gujarat Solar Park, Charanka, Dist. Patan.

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

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 is desirous of entering in to contract to carry out Metal Spray (ARC spray) Coating on the erosion prone water wall tubes of Unit-1 to 4 CFBC boilers during ensuing overhauling year 2020 and is therefore inviting tenders online from experienced contractors.

2. SCOPE OF WORK

This job is to be carried out during the annual shut down of all four boilers in the year 2020. Four independent mobilizations shall be done in each boiler.

Surface to be coated: CFBC Boiler Combustor water wall tube material – SA209 T1, Size: OD – 57.00 mm and 8.00 mm thick.

2.1 -----NIL-----

2.2 Electric Wire ARC Spray Coating:-

Combustor tube material – SA209 T1, Size: OD – 57.00 mm and 8.00 mm thick.

2.2.1 Material supply and application:

Main scope of work under this tender includes supply of materials, mobilization of tool & tackles, manpower and in-situ application of electric twin wire arc spray in accordance with the quality assurance procedure. Coating to be carried out by cored wire shall give excellent corrosion & erosion resistance at elevated temperature with good heat conductivity. This arc spray is to be applied on combustor roof tubes in over head position as well as on side wall tubes.

Composition of wire for ARC spray coating shall be either type-1 or type-2 or as suggested by vendor.

Type-1	
Compositions	Percentage (%)
Chromium	26 %
Boron	5 %
Tungsten	5 %
Carbon	2 %
Molybdenum	4 %
Silicon	3 %
Manganese	4 %
Iron	Balance

Type-2	
Compositions	Percentage (%)
Carbon (C)	< 5 %
Boron (B)	< 5 %
Chromium (Cr)	< 15 %
Nickel (Ni)	< 10 %
Niobium (Nb)	< 15 %
Other	< 2 %
Iron	Balance

In addition to above party may suggest their own wire composition which shall fulfil our requirement pertains to withstanding hardness at elevated temperature of 900 Deg. Centigrade for the period of two years and it should not pill-off during guarantee period of two years also. Party should stand guarantee for the period of two years for the Wire composition, they have opted for. In short ARC spray coating shall match with all the qualities as specified under clause no. 2.2.2 & 2.2.3 of this tender specification.

Party shall furnish material datasheet with chemical composition detail to establish the material quality. Further, Party shall furnish the material test certificate from supplier.

2.2.2 Party to follow following procedure at site:

Party shall mobilize all Consumables, machinery, special tools& tackles, skilled technicians and other man power to site well in advance.

- ❖ **Surface preparation:** In this stage remove the worn out tube particles, corrosive media particles and loose scale particles with high velocity alumina grit blasting to judge the adherence of the coating on Boiler tube material.
- ❖ **Coating application:** This stage involves coating the Boiler tube with suitable twin wire arc spray .Coating shall be performed in specified patterns to enable complete homogeneity and ensure surface adherence. This coating shall be tested at various stages of application to ensure uniformity in thickness.
- ❖ **Coating Thickness:** Minimum coating thickness to be coated shall be 500microns and max. Thickness upto1000microns.

2.2.3 Quality Control of ARC Spray coating:-

After application of the ARC spray, following quality parameters to be established:

- ❖ **High hardness**-Coating should achieve hardness level in excess of 55Rc with superior erosion resistance. Erosion resistance is maintained at elevated boiler temperature.
- ❖ **Superior bond strength;** Coating should provide excellent bonding to most metallic substrates.
- ❖ **Wear Resistance:** Coating should provide excellent adhesive, abrasive and erosive wear resistance.
- ❖ **Corrosion Resistance:** Coating should be very high resistance to sulfidation in boilers and provide excellent salt spray test corrosion results and are resistance to alkaline and oxidizing acid environment.
- ❖ Outstanding resistance to cavitations
- ❖ **High temperature performance:** It should maintain good hardness at elevated temperature. The hot hardness provides erosion and corrosion resistance to 1100 deg. Cent.
- ❖ **No heat affected zone:** This thermal arc spray process should not introduce a micro structural changes risking cracking that could propagate into the boiler tube.
- ❖ **Resistance to Thermal cycling;** Thermal arc spray must have high bond strength and excellent corrosion resistance to thermal cycling from room temperature to 1100 deg. Cent.

the vendor shall submit test certificate with all the tested samples of Procedure Qualification and equal number of fresh specimens for testing at GIPCL. All specimens shall be of Carbon steel base materials.

\$ The parent material adjacent to coating area shall be masked properly so that the coating area alone is exposed.

2.3 Extra attention to be given by contractor:-

During annual shutdown time many major jobs shall be scheduled other than the metal spray work. For Metal spray work GIPCL will not guarantee availability of ID fans, as shut down job taken on this system also. Party to make their own arrangement for their comfort level to work continuously inside the combustor. They should clearly indicate in their bid how they are ensuring continuous working environment without ID fans during metal spray application work. Max. Efforts shall be put for ensuring ID fans availability.

Contractor should schedule the job based on four to five man crew working in two (12 hours) shift in a day. They have to furnish in the bid **number of crews and machines** they are going to deploy to site to complete the job with in time schedule given in clause completion period below. They should bring sufficient extra equipments and spares to avoid interruptions of work and to ensure healthiness of their equipments for timely completion of work.

3. ITEMS/SERVICES TO BE PROVIDED BY GIPCL FREE OF COST

- a. Electrical Supply at one location Distribution shall be done by Bidder.
- b. Compressor air at 6 kg/cm²
- c. Scaffolding for carrying out works wherever required.

Contractor has to arrange required Oxygen, Nitrogen and Aluminium oxide grit for blasting on their own. Purity of these materials/gases shall be properly maintained by successful bidder.

Bidder should indicate quantity of all the above materials/gases required for completing the job in advance after award of contract.

4. GENERAL INSTRUCTIONS

- 4.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
- 4.2 The bids shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of tenderer. The decision of the Company to interpret the information and rates filled in by the tenderer shall be final and binding on the bidder.
- 4.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site

- conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 4.4 Before quoting the rates the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. **The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender.** No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.
 - 4.5 Bidder has to quote for all four units. Bids received for only one unit shall not be considered.
 - 4.6 Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.
 - 4.7 The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
 - 4.8 The tender documents shall not be transferable.
 - 4.9 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications during the pre-bid meeting.
 - 4.10 Conditional offers shall be rejected at the outset.
 - 4.11 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended.
 - 4.12 A Pre Bid meeting will be organized by the Company before the last date for submission of bids at GIPCL - SLPP. Bidders or his authorized representative should attend the pre-bid meeting. Bidders may seek any clarifications from the Company on their written request regarding the tender document.
 - 4.13 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.
 - 4.14 The Company reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
 - 4.15 The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and the Company shall not be liable in any manner for the same.

- 4.16 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- 4.17 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.
- 4.18 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 4.19 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.
- 4.20 The Company reserves the right to opt for e-Reverse Auction of the subject work.
- 4.21 To participate in e-Reverse Auction, bidders have to register on nProcure's e-Auction Portal: <https://e-auction.nprocure.com>.
- 4.22 After e-Reverse Auction process, L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.

5. VENDOR ELIGIBILITY CRITERIA:

- 1. Bidders shall have executed ARC metal spray in CFBC boiler.
- 2. Bidder should produce evidence of having experience of successfully executed similar works for ARC process as defined hereunder during three years out of last five years (2015-16,2016-17,2017-18,2018-19,2019-20) 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. The experience should be either of the following:

For ARC process:

- a. One similar completed work each costing not less than the amount equal to Rs 9.68 Lakh without Tax.

OR

- b. Two similar completed work each costing not less than the amount equal to Rs 6.45 Lakh without Tax..

OR

- c. Three similar completed work each costing not less than the amount equal to Rs 4.84 Lakh without Tax..

- 3. Contractor has to submit satisfactory performance certificate from the client for ARC spray coating separately.

4. The bidders should have minimum annual turnover of Rs. **40 Lakhs** for last three financial years.(2016-17,2017-18,2018-19)
5. The net worth of the bidder as on 31.03.2019 should be positive as evidenced from audited accounts.
6. Bidder shall furnish Annual audited financial statement (duly verified by the certified chartered accountant) of the company for the years 2016-17, 2017-18 and 2018-19 to demonstrate the financial soundness of the company. The balance Sheet must be in the name of the company who is purchasing the tender document. Any type of MOU for this purpose will not be entertained.
7. Bidder should possess valid PF Number. Bid without proof of the same shall be rejected.
8. The contractor should register himself under the Contract Labour Act submit the copy of registration certificate and previous work order copies.
9. Bidder has to submit GST number. Copy of same should be submitted.
10. The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copy of the same to be submitted.
11. Bidder has to submit Declaration Cum Undertaking for Safety Laws and Regulations Compliance and declaration for contractual dispute/litigation.

ADDITIONAL PRE QUALIFICATION CRITERIA

12. 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.
13. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in **Annexure/ Form** attached.
 - a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this 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.

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT

- 7.1. The Bidder shall deposit earnest money ('**EMD**') of Rs.25000/- (Rupees Twenty Five Thousand Only) along with the bid. The EMD and tender fee shall be in the form of a crossed bank Demand Draft in favour of Gujarat Industries Power Co. Ltd. as per following details:

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

Demand draft against tender fee in favour of GIPCL payable at state bank of India, Nani Naroli Branch Only.

- 7.2. The EMD may, in the alternative, be submitted in the form of an irrevocable Bank Guarantee ('**BG**') in favour of Gujarat Industries Power Co. Ltd. from:
- (a)** All Nationalized Bank including the public sector Bank or Private sector Bank (i.e. IDBI Bank, AXIS Bank, HDFC Bank, and ICICI Bank only) or
 - (b)** Commercial Bank (Kotak Mahindra Bank, Ratnakar Bank, IndusInd Bank, Karur Bank, DCB Bank, ING Vysya Bank) or
 - (c)** Co-operative Bank (The Kalupur Commercial Bank Ltd., Rajkot Nagrik Sahkari Bank Ltd., The Ahmedabad Mercantile Co-operative Bank Ltd., The Mehsana Urban Co-operative Bank Ltd., Nutan Nagrik Sahkari Bank Ltd.)

- Performa of BG is as shown herein below in Annexure-G.
- 7.3. In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date set for opening of the bids.
 - 7.4. The EMD of the successful bidder will be returned after the bidder provides a Security Deposit as required.
 - 7.5. The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalised.
 - 7.6. Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL as per the following scheduled date.
 - 7.7. No interest shall be payable on EMD.
 - 7.8. The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

8. **SCHEDULE OF EMD & TENDER FEES**

EMD & Tender fee and other documents to be submitted in physical form within three working days after due date of closing of the tender	Address for Submission: GENERAL MANAGER - SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 112, Gujarat Phone : 02629-261063 (10 lines) Fax :02629-261080
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9. **SUBMISSION OF BID**

A: **MODE OF SUBMISSION**

The bids shall be submitted online at the **(n) Procure** within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

- (a) Techno-commercial bid without price
- (b) Price bid

Note: Note: Tender fee and EMD to be submitted in physical form within three working days after due date of closing of the tender without fail. Bid received after three working days after due date is liable to be ignored.

- User ID for e-reverse Auction

- *To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.*

- (a) Techno-commercial bid without price

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

1. Eligibility criteria duly filled in Annexure-I.
2. Qualification and experience of site in charge, supervisors and engineers.
3. Schedule of deviation (**Annexure- J**) Technical as well as commercial, if any.
4. Electrical arc spray standard procedure followed by the party.
6. Electrical Arc wire technical specification.
7. Proof of experience meeting the minimum eligibility criteria
8. Performance certificate issued by clients.
9. Previous work order copies.

(b) Price Bid

1. **Price bid shall be submitted only in soft form through (n) procure system.**

Note: Estimated rates includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, safety & statutory compliances, mobilization, contingency expenditure and supervision charges etc.

2. GST/any other taxes & duties shall be paid extra at actual as per prevailing rate as declared by central government on submission of documentary evidence. Taxes & Duties shall be quoted separately if applicable.
3. The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
4. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

The prices quoted are firm throughout the contract period and will not subject to any variation whatsoever.

Last Date of submission of Bids: Bids shall be submitted on or before 03/04/2020 by 17:30 PM.

(c) E-Reverse Auction:

In (n) Procure system provision may be made ARC process for reverse Auction.

1. For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders (L1 to L3) will be invited.
2. L1 value will be declared through n-Procure's e-Auction Portal: <https://eauction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.

3. Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse Bid.
4. Duration for the e-Reverse auction will be 30 Minutes with provision of extension for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry by the participating Bidders.

NOTE:

1. Final quantity to be awarded shall be decided by GIPCL at the time of award of contract.
2. Payment shall be made based on actual quantity executed.

B: METHOD OF TENDERING/SIGNATURE OF BIDS

- (i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.
- (ii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorised partners or other authorised representative(s). A certified copy of the power of attorney authorising such partner or representative shall also be submitted.
- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorised to Bid on behalf of such Corporation/Company in the matter. A certified copy of the board resolution/power of attorney authorising such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing may be disqualified.

10. SCHEDULE OF DEVIATIONS

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

11. INFORMATION REQUIRED WITH THE BID

Bidder should clearly indicate along with details called for in the bid, the plants where he has undertaken similar work as also certificates from clients.

12. MODIFICATION & WITHDRAWAL OF BID

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

13. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the 'Works' or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall get clarified during techno-commercial discussion.

14. OPENING OF BIDS

- 14.1 Technical Bid/price bid, will be opened by the authorised officers of GIPCL.
- 14.2 Preliminary Examination
 - 14.2.1 The owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
 - 14.2.2 Arithmetical errors will be rectified on the following basis, 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. If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected.

15.EVALUATION & COMPARISON OF BIDS

A: GENERAL

- 15.1. GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 15.2. The Technical Bids will be examined and will be classified into two categories (viz.)
 - (a) Bids which are acceptable as they are or which with some modifications can be made acceptable.
 - (b) Bids which are completely unsuitable and which cannot be made acceptable by modifications. These Bids will be rejected.
- 15.3. Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.

- 15.4. All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the bid will be rejected.
- 15.5. The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken.
- 15.6. The commercial deviation, if any, shall be loaded to bring all the bids at par. The loading shall be carried out at an interest rate as 2% above PLR of SBI.
- 15.7. A bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the bid documents without any material deviation or reservation.
- 15.8. For the above referred purpose, a 'material deviation' shall be one which:
- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the bid documents, GIPCL's right or the bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 15.9. In the event of item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest workable rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

16. RIGHT OF REJECTION OF TENDERS

- 16.1. GIPCL reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders regarding the same.
- 16.2. Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset itself.
- 16.3. GIPCL reserves the right to split the scope & quantity to more than one agency among the bidders.
- 16.4. GIPCL reserves the right to debar any bidder from participation in future bids if such bidder has quoted an abnormally low rate in the bid document/price bid.

17. AWARD OF CONTRACT

- 17.1. GIPCL will award the contract to the bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided

further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

- 17.2. The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

18. EFFECT AND VALIDITY OF BID

- 18.1. The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Owner for rejection of his Bid. The Owner shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.
- 18.2. The Bid should be kept valid for acceptance for a period of ninety (90) calendar days from the date set for opening of Bids.

In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.

19. CONTRACT PERFORMANCE GUARANTEE (SD)

- 19.1. The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Contractor's obligations.
- 19.2. The said SD shall be submitted in the form of a Bank Guarantee as per **Annexure-H** attached herewith and the same shall be obtained by the Bidder in favour of the Owner within 21 days from the date of Letter of Intent (LOI)/Work order/Contract whichever is earlier from
- (A.) A nationalised/govt. bank, or
 - (B) Any one of following Private. Banks:
 - ICICI bank,
 - IDBI bank,
 - Axis bank,
 - Kalupur Co-op bank,
 - HDFC bank
 - (C) Commercial Bank
 - Kotak Mahindra Bank,
 - Ratnakar Bank,
 - Indusind bank,
 - Karur Bank,
 - DCB Bank,
 - ING Vyasya bank.
 - (D) Cooperative banks
 - Kalupur Commercial Bank Ltd,
 - Rajkot Nagrik Sahkari Bank Ltd,
 - Ahmedabad Mercantile Co-operative bank limited,

The SD amount shall be equal to ten percent (10%) of “contract price” (excluding Service tax) and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. To Safeguard contract abandonment, Successful bidder's EMD to be converted to Contract SD.

- 19.3. **The performance guarantee shall be valid for the period of 24 months from the completion date of application of metal spray and claim period of BG shall be up to 3 months from completion of Guarantee period. If claim period is not given by the bank, BG should be valid for Guarantee period plus three months. The Guarantee amount shall be payable to the Owner in Bidder's home currency without any condition whatsoever.**
- 19.4. However any delay in submission of initial SD will entitle the Company to cancel the contract /will result in equivalent late release of entire SD after SD retention period. i.e. the duration of the validity of the SD shall be extended by the number of days by which the Bidder delays in submitting the SD.
- 19.5. The amount of SD/Performance Guarantee will be returned to the Vendor/Contractor without any interest at the end of the 'Guarantee Period' subject to and after deduction of any amounts duly recoverable by the Owner hereunder.

20. PERIOD OF CONTRACT:

- 20.1 The Contract period will be for the period of **one year** from the date of actual commencement of operation of the contract as stated in the work order. GIPCL reserve the right to extend the contract duration for the period of 3 months at same rates and terms& conditions of the contract.

21. COMPLETION PERIOD

Timely completion of the job within the scheduled time is most essence of this contract.

Max. time of completion is 3.0 hrs. / sq. meter after clearance given from GIPCL Engineer In-charge.

Hence bidder should furnish the details of machines, material and manpower they are going to deploy and how they are ensuring the completion of above quantity of job within above time frame.

During shut down many agencies are working at site, hence contractor shall properly co-ordinate with other agencies and complete their job.

In case of delay in executing the contract by contractor, GIPCL reserves the right to engage another contractor and complete the balance job at the risk and cost of the contractor.

Contractor should submit their field quality plan to EIC before starting the work. Contractor should submit the complete bar chart with applicable machine and manpower to establish how they are going to complete the job within scheduled time.

22. GUARANTEE PERIOD:

Guarantee period for the product used and workmanship shall be minimum **two years from the date of application of metal spray**. In case of failure of metal spray during the guarantee period, party to repair free of cost at suitable time informed by GIPCL.

23. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower like technician, helper, rigger, welders, cutter, electrician, store keeper etc. to properly complete the job in given time.
- (iii) The Contractor shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes/gum boot
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves/Apron
- (vi) Contractor shall nominate /authorise senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain present at site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In Charge for daily maintenance job. They have to maintain daily job register

and duly certified by engineer in charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower on a daily basis. As per the instruction of engineer in charge they have to allot the work and execute the same in specified time.

- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilise additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilise resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilise sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor.
- (x) Contractor should mobilise sufficient number of manpower and execute the work in two shifts with independent manpower. Contractor should not continue the same manpower more than 12 hours.

B: TOOLS & TACKLES AND CONSUMABLES

- (i) All special equipments like, Metal spray torches/guns, powder feeder, tool and tackles like grit blasting machine, hoses, flow measuring panel required to execute metal spray application work are in scope of contractor. For timely execution of job, the contractor is required to maintain above equipments in good working condition at site. They should maintain sufficient spares for repairing the equipments.
- (ii) All tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding electrode, etc. would be in the scope of the contractor.
Note: the welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T.
- (iii) The failure /defects of equipment due to improper method of maintenance, equipment assembly due to contractor negligence, and the losses will be recovered from contractor's bills.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- (v) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- (vi) The Contractor must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles, chemical wastage are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Contractor's cost with penalty and it will be deducted in the bill.
- (vii) Insulation scrape materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed at a suitable location as per the instruction of engineer in charge.

- (viii) It is the responsibility of site incharge to segregate and remove the scrap from site . Work will be certified by E-I/C only after removal of scrap to the scrap yard.

24. CROSS FALL BREACH CLAUSE

Notwithstanding the execution of Contract-1 for supply of materials for metal Spray coating and Contract-2 for application of metal Spray coating, contractor shall be solely responsible for successful completion of the entire work covered in these contracts and performance of the systems as per the Contracts and accordingly the overall responsibility for the successful completion shall rest with contractor. It is expressly understood and agreed by contractor that any breach under any one of these contracts shall automatically be deemed as a breach under all the other contracts and vice-versa. Any breach or occurrence giving GIPCL the right to terminate any one contract and / or recover damages there under shall also give GIPCL the right, at their sole discretion, to terminate the other contracts and / or recover damages and / or get the work done under the breached contracts from alternate sources at contractor costs and responsibilities. However, any such breach in any one of these contracts shall not automatically relieve contractor of any of their obligations under the other contracts.

25. TERMS OF PAYMENT

A. Conditions of Payment:-

The contractor shall raise the invoice in duplicate in respect of the work performed or completed along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment for the supply of material shall be made within 30 days and for the work executed shall be made within 21 days thereafter as per the following terms of payment-

1. 100% payment against the work executed duly certified by GIPCL E-I-C and on submission of PBG.
2. GST shall be paid along with bills after fulfillment of following terms:
 - (a) Submission of copy of registration certificate issued by GST (to be furnished only once).
 - (b) Citing the GST no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of service tax of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the Owner in the event its registration certificate is cancelled or discontinued for whatsoever reason.

B. Validity and Uniformity of Rates

The rates shall be valid for the Contract Period or the Contract Period and shall remain unaltered during the entire Contract Period.

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

C. Deductions from Contract Price

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

26. WORK MEASUREMENT / CERTIFICATION.

1. The work is of specialized nature and the contractor should be fully conversant with modern practices and should be able to carry out Metal Spray application independently. The contractor shall therefore be required to engage qualified / experienced personnel.
2. Contractor supervisor shall co-ordinate with engineer in charge at every stage to ensure quality during metal spray application processes like, surface roughness test after grit blasting, coating thickness testing etc.
3. Ensuring the hardness of metal spray coating min 60HRC to 70 HRC. Suitable sample coupons to be fixed as stated in the tender and establish the hardness.
4. The contractor shall be required to furnish satisfactory job completion report to GIPCL. The contractor shall submit coating thickness report/Hardness report, after completion of work. Payment shall be released based on the certified reports of the works.

27. FACILITIES TO BE PROVIDED BY GIPCL

1. Electricity & water at nearest available one point, free of cost. Further distribution to be done by contractor at their cost.
2. Workshop facility as available at site only.
3. One room accommodation on chargeable basis for site in charge/supervisor, if available.

Apart from the above, no other facilities shall be provided by GIPCL. The contractor to provide all necessary facilities including accommodation to their labour at their cost.

28. LD CLAUSE:-

In case of failure to adhere to the time schedule by the contractor penalty will be levied at the discretion of GIPCL- Engineer in charge considering extent of delay in particular job. LD @ 0.5% of executed contract value per hour for the delayed job shall be deducted from the contractor's bill subject to a maximum of 10% of the value. L.D shall be levied unit wise.

29. 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. However the amount shall be restricted to 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 GIPCL's Engineer (I/c) within the time frame given. GIPCL shall get the work done by third party at the risk & cost of contractor.

30. SUNDAY/HOLIDAY SHIFT/NIGHT SHIFT.

The contractor shall depute required manpower in Sunday/holidays and in nights consisting of supervisor, technicians, helpers etc. for any emergency job which may come up.

31. 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.

32. TERMINATION OF CONTRACT BY GIPCL

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

In case if 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 7 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 7 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.

33. DEDUCTIONS FROM CONTRACT PRICE

All costs, charges or expenses which GIPCL may have paid for which, under the contract the contractor are liable, will be claimed by GIPCL. All such claims shall be paid by the contractor within 15 days failing which the same shall be deducted from the contractor's bills.

34. SETTLEMENT OF DISPUTES

Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration according to the provisions of Indian Arbitration Act, 1996. The place of arbitration shall be at Surat. 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.

35. INTERPRETATION OF CLAUSE

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

36. WORKMEN'S COMPENSATION INSURANCE

The contractor shall take all risk Insurance Policy to cover all his workmen, staff applicable under the Workmen Compensation Act 1923 or any amendment thereof also insurance cover for third party liability. The contractor shall keep GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The W. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL-site.

37. COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (i) The workmen employed by the Contractor for execution of work at the GIPCL site under this contract/tender shall be the Contractor's workmen and not the workmen of GIPCL and the Contractor alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (ii) The contractor shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- (iii) Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute

Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.

- (iv) The Contractor shall obtain and keep in place an all risk cover insurance policy under the provisions of the Employee's Compensation Act, 1923 or any amendments or modifications thereof as may be applicable. The Contractor shall also obtain an insurance cover of adequate value for third party liability. These insurance policies shall be obtained from and within the jurisdiction of Surat and shall be assigned to GIPCL site. The same shall be submitted to GIPCL before the commencement of the work.
- (v) The Contractor shall be required to have registered himself under the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to GIPCL, failing which the contract is liable to be cancelled.
- (vi) The 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 persons engaged by the Contractor for the performance of the obligations and works under the contract shall be his workmen only.
- (vii) The contractor shall have a valid labour license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same to GIPCL before commencement of work failing which GIPCL may terminate the contract at its sole discretion.
- (viii) The Contractor shall be required to have a Labour License and a copy thereof shall be submitted to GIPCL, HR & A Department. If the Contractor does not possess the same, he shall apply for Form – V immediately after receipt of the Letter of Intent and should obtain it within one week from the date of issue of Form – V.
- (ix) The Contractor shall also obtain a Group Insurance Scheme of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (x) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when so required.

- (xi) The Contractor shall ensure that all his workmen should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any workmen the Contractor who does not comply the rules.
- (xii) 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, 1952 and remit contributions in respect of the workmen employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL may pay the same and GIPCL will recover the amounts so paid by it from the outstanding amounts payable by it to the Contractor. PF code of Gujarat region should be taken.
- (xiii) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
- (xiv) The Contractor shall also submit periodical reports/returns to the various statutory authorities under the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. under intimation to HR&Admn.Dept. of GIPCL.
- (xv) The Contractor shall pay remuneration to his workmen in accordance with the provisions of the Minimum Wages Act and shall in no case pay an amount lesser than that as prescribed or notified under The Minimum Wages declared by the Gujarat Government from time to time for different categories of workmen.
- (xvi) The 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 the applicable law as per applicable rates.
- (xvii) The contractor shall take Employees Compensation Insurance Policy for all his workmen s working at SLPP. The contractor shall indemnify the Company against any claim, liability, action, demand or proceedings due to any work injury or accident occurring to any of its workmen.
- (xviii) The 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 Employees Compensation Act, 1923.
- (xix) If any of the persons engaged by the Contractor misbehave with any of the officials of the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- (xx) The Contractor shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- (xxi) GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the 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 Industrial Disputes Act, 1947 or under any other labour laws or for compensation under the Employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

- (xxii) The contractor shall make payment of wages to his workmen on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challan alongwith copy of ECR on monthly basis to HR&A dept. for verification and record.
- (xxiii) The Contractor shall provide Safety items / kits to his workmen, such as safety shoes, goggles, ear plugs, hand gloves, safety belts and other PPE as per requirement etc., if any, required under the law.
- (xxiv) The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.

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

- (xxv) The Contractor shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, orders in relation to the deployment of labour. Any misrepresentation, false or untrue statement made by the Contractor in this behalf or in the event the Contractor acts or performs the contract in breach of the requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Contractor and the Contractor shall be solely accountable and liable for the same.

38. SAFETY NORMS TO BE OBSERVED BY CONTRACTOR

- 1. The Contractor shall observe and comply, with regard to his employees working at the SLPP site, the safety norms as per the safety operating standards
- 2. The Contractor shall ensure that his employees are informed and trained regarding the safety standards to be adopted while operating within the SLPP premises and the Contractor shall brief them regarding the same and regarding the use of the personal protective equipment ('PPE').
- 3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workers immediately after execution of the contract and the Contractor shall ensure that his workmen wear the protective equipment at all times during the work operation. Brand name for safety shoe & 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 from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety

- department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of IS 15298- 2002 make.
5. It is duty of contractor to ensure that his workers are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. 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 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 in the height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders 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 GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
15. All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e. welding m/c, grinding and drill m/c etc. may be checked by the electrical engineer of the contractors regularly, every 6 month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milliamperes on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
23. Penalty to be imposed for Violation of safety norms is proposed as follows :-
The Contractor & Contract workmen shall strictly adhere to Safety standards /Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Categor y	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100/- per instant.

B	Work Instruction 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 incidence ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV /Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> Rs. 500/- per instant After three incidence. Per incidence Rs. 2500/-. Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters.	
		Working without permit 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.	<ul style="list-style-type: none"> Suspend the entry gate pass for one week. After two suspensions his gat pass will be cancelled

39. **GENERAL TERMS AND CONDITION OF THE CONTRACT:**

1. All special tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste etc. would be in the scope of the contractor.
2. If any equipment or part are found damaged due to negligent / faulty process cost of such damages shall be recovered from the contractor's monthly bill/retention money/security deposit.
3. Contractor shall nominate /authorize a person in writing as site in charge to co-ordinate with GIPCL engineer and should bear overall responsibility of contract. Such person shall function from site office of contractor at SLPP. Site in charge have relevant experience and he should be able to handle site independently. Contractor has to submit the documentary proof for the same.

4. The decision of the engineer in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
5. Inspection of work will be done by engineer in charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.
6. GIPCL reserves right to cancel the tender without any reason, it is only discretion of GIPCL.
7. Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
8. Contractor has to depute one electrician to make lighting connection, welding machine & grinder machine connection etc. from the supply point. Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower.
9. 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...
10. During working in high risk area the workman must wear a suitable safety apron, safety hand gloves and goggles. It is a supervisor's responsibility to ensure it without failure.
11. All the generated scrap, cotton waste, tools and tackles are to be removed from the site immediately and ensure cleaning of the site. Also these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge.
12. 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 authorised 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.
13. Contractor must issue safety helmets (Yellow colour) & safety shoes of reputed make & having ISI mark.
14. It is contractor responsibility to ensure all the workmen using the PPE's as per the safety requirement. Failing this GIPCL will take disciplinary action against workmen & contractor.
15. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001 certified company, and GIPCL gives extremely importance to maintain these global standards. Contractor has to stick to these standards while working with GIPCL.

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions-a division of GNFC Limited, who are licensed Certifying Authority by Government of India at address mentioned below Bidder may go through the e-tendering instruction for online Bid participation through n-procure platform for further details and guidance for participation in the tendering process

through e-tendering. In case of any queries related to e-tendering system, Bidder may write/contact at following details:

(n) Code Solutions – A division of GNFC Ltd.

301, GNFC Info tower, Bodakdev,

Ahmedabad – 380 054 (India)

Tel: +91 79 26857316 / 17 / 18

Fax: +91 79 26857321

E-mail: nprocure@gnvfc.net

www.nprocure.com

Toll Free: 1800-233-1010(Ext. 501,512,517)

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

- Tender document is available only in electronic format. Bidders can download free of cost from the (n)Procure portal (www.nprocure.com).
- All Bids Pre-Qualification / Techno-commercial bid (Part-1) and Price Bid (Part-2) shall be submitted Online through the (n)Procure portal (www.nprocure.com). The Part-1 of Bid may be submitted in Physical form also but Part-2 shall be submitted Online only. Physical submission of Price Bid will not be entertained. Also no fax, e-mail, letters will be entertained for the same.
- 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:
 - Tender Fee,
 - EMD,
 - Supporting Documents for Technical Bid
- To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.
- 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 (5) working days from the due date set for Online Bid participation. GIPCL will not be held responsible in case of late submission for Vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create 'Vendor Code' which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

REVERSE AUCTION

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in eReverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the eReverse Auction.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:
(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

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

ANNEXURE - A

PRICE SCHEDULE-2

For Supply and Application of ARC coating:

Party to quote for supply of material and application of metal spray considering the scope of work with two year guarantee period from application of metal spray.

PRICE SHEDULE FOR SUPPLY AND APPLICATION

Sr. no.	Description	Unit	Estimated Quantity (A)	Unit Rate in Rs. Per Sq. Mtr (B)	Total cost in Rs. (C = A x B)	GST in % (D)	GST In Rs. E=(DXC)	Total Price In Rs. F=C+E
1	Charges for supply of material for ARC metal Spray Coating.	Sq. mtr.	35					
2	Charges for application of ARC metal spray coating inclusive of mobilization with required manpower, tools & tackles.	Sq. Mtr.	35					
3	Total Sr No.(1+2)							

Note:

1. Price bid shall be submitted in soft form only through (n)procure.

Note: Estimated rates includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, Safety and statutory compliance, mobilization, Contingency expenditure and supervision charges etc.....

2. E-Reverse Auction:

In (n) Procure system provision may be made ARC process reverse Auction.

- 2.1 For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or Minimum three (03) eligible bidders (L1 to L3) will be invited.

- 2.2 L1 value will be declared through n-Procure's e-Auction Portal: <https://eauction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
- 2.3 Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse Bid.
- 2.4 Duration for the e-Reverse auction will be 30 Minutes with provision of extension for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry by the participating Bidders.
3. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. GST shall be quoted separately if applicable.
4. The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
5. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.
6. Payment shall be made on actual quantity executed.

The prices quoted are firm throughout the contract period and will not subject to any variation whatsoever.

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

We, the Bank at having our Head Office at (Local address) Guarantee and undertake to pay immediately on written demand by Gujarat Industries power Company Limited (here in after called 'Purchaser') (in figures) (in words) without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any 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 upto if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from on whose behalf the guarantee is issued.

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

(Signature)

(Name)

Designation with Bank Stamp
Attorney as per Power of
Attorney No
Dated

Annexure H

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

Ref :

Bank Guarantee No.....Date

Bank Guarantee Cover period from to

Last date for lodgement of claim :

To

M/s.GUJARAT INDUSTRIES POWER COMPANY LTD.

At & Post Nani Naroli

Taluka Mangrol

Dist.Surat

Gujarat-394 110

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at (address) (hereinafter referred to as the "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

(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.

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 –J

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE- I

Eligibility criteria for Metal spray (ARC Spray) coating on the erosion prone water wall tubes of Unit 1, 2, 3 & 4 CFBC Boiler.

Sr. No.	Eligibility Criteria	Year	Rs. In Lacs	Details	Supporting Documents attached.
1	Bidders shall have executed ARC metal spray in CFBC boiler	2015-16			
		2016-17			
		2017-18			
		2018-19			
		2019-20			
2	1. Bidder should produce evidence of having experience of successfully executed similar works for ARC process as defined hereunder during three years out of last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence. The experience should be either of the following: For ARC process: a. One similar completed work each costing not less than the amount equal to Rs 9.68 Lakh with out Tax. OR b. Two similar completed work each costing not less than the amount equal to Rs 6.45 Lakh without Tax.	2015-16			
		2016-17			
		2017-18			
		2018-19			
		2019-20			

	OR c. Three similar completed work each costing not less than the amount equal to Rs 4.84 Lakh without Tax.				
3	Contractor has to submit satisfactory performance certificate from the client for ARC spray coating separately.				
4	The bidders should have minimum annual turnover of Rs. 40 Lakhs for last three financial years.	2016-17			
		2017-18			
		2018-19			
5	The net worth of the bidder as on 31.03.2019 should be positive as evidenced from audited accounts.				
6	Bidder shall furnish Annual audited financial statement (duly verified by the certified chartered accountant) of the company for the years 2015-16, 2016-17 and 2017-18 to demonstrate the financial soundness of the company. The balance Sheet must be in the name of the company who is purchasing the tender document. Any type of MOU for this purpose will not be entertained.	2016-17			
		2017-18			
		2018-19			

7	Bidder should possess valid PF Number. Bid without proof of the same shall be rejected. PF number shall be from the state of Gujarat only				
8	The contractor should register himself under the Contract Labour Act submit the copy of registration certificate and previous work order copies				
9	Bidder has to submit GST number. Copy of the same to be submitted.				
10	The bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copy of the same to be submitted.				
11	Declaration Cum Undertaking for Safety Laws and Regulations Compliance				
12	Declaration for Contractual Disputes/ Litigations				

ANNEXURE- K

(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-L

(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