



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

GUJARAT INDUSTRIES POWER COMPANY LIMITED

(Surat Lignite Power Plant)

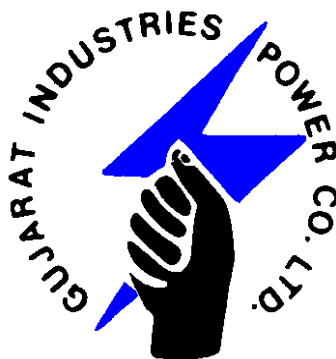
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)

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

TENDER FOR

**"IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS
DURING ANNUAL OVERHAULING 2020-21".**

Bid No: SLPP/MECH/BLR/HP-VALVE/SERVICING/2020-21



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



INDEX

<u>Sr. No.</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>	
		From	To
(1)	<u>NOTICE INVITING TENDER (NIT)</u>	3	3
(2)	<u>SECTION – A</u> (Instructions to Bidders)	4	17
(3)	<u>SECTION – B</u> (General Conditions of Contract)	18	30
(4)	<u>SECTION –E</u> (Schedule of Quantities and Rates)	31	32
(5)	<u>SECTION – F</u> (Annexure and Forms)	33	38

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



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

NOTICE INVITING TENDER (NIT)

TENDER NO.: SLPP/MECH/BLR/HP-VALVES/SERVICING/2020-21	
TENDER FOR: - "IN-SITU SERVICING WORK OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"	
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat).
Quantity	The successful lowest bidder will be awarded this contract, involving total quantities of various items as mentioned against item descriptions in Price Schedule (Annexure-A).
Contract period	12 Months from the date of issue of work order
EMD	Rs. 10500.00/- by RTGS or Demand Draft payable at SBI, Nani Naroli in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 2000.00/- by RTGS only in favor of GIPCL payable at SBI, Nani Naroli.(Non-refundable)
Availability of online e-Tender document	On website: http://etender.gipcl.com
Downloading of online tender document from websites	08.06.2020 to 29.06.2020 upto 17:00 Hours.
Last date of online submission of Bid	29.06.2020 up to 17:30 hrs. on website: https://etender.gipcl.com/
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before last date of online BID submission during office hours at Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders 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, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website **<http://etender.gipcl.com/>**
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-

General Manager (SLPP)

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

SECTION-A

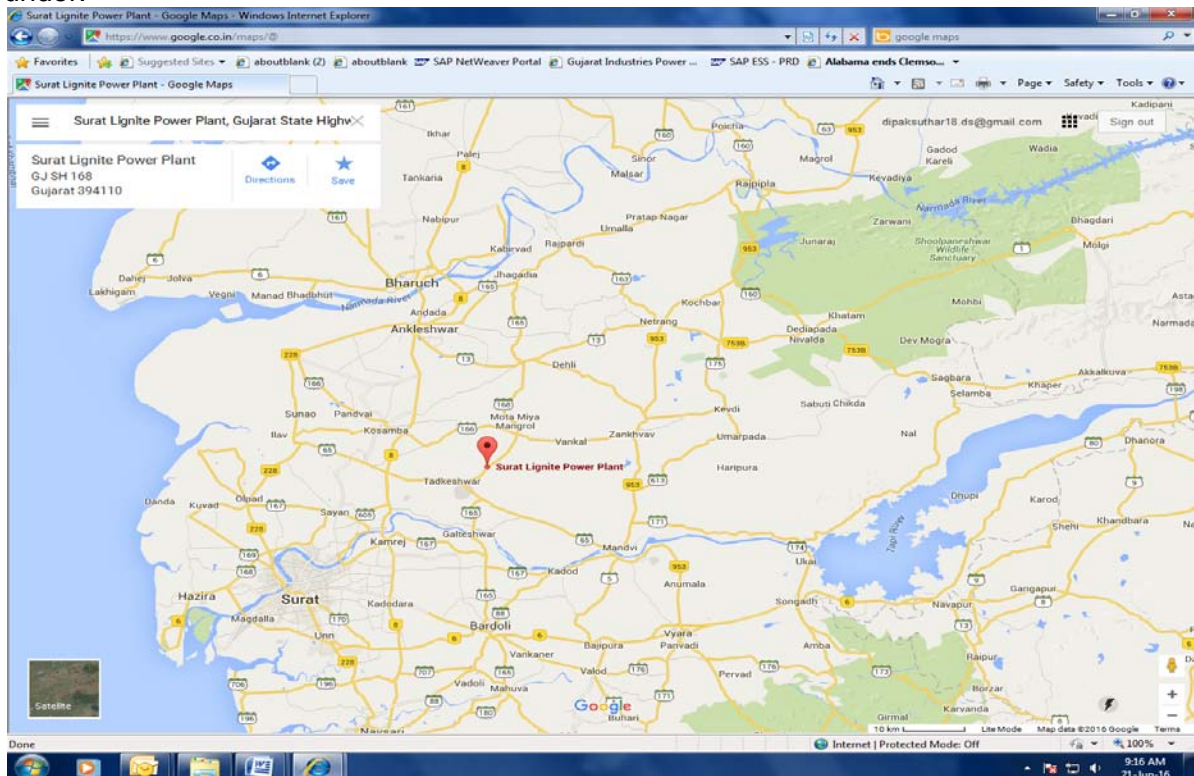
INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW. GIPCL has Commissioned total capacity of 199.4MW of Renewable Capacity comprising of 112.4 MW Wind and 87 MW of Solar Power Projects as on date in its portfolio. The Company has successfully commissioned 75 MW Solar Power Project at Gujarat Solar Park, Village Charanka, and Dist.: Patan, Gujarat in a phased manner on 4th June, 2019. The company is presently executing 100 MW Solar PV project at the Raghnesda Solar Park, Dist. Banaskantha, Gujarat awarded under the Competitive Bidding route to the Company.

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

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



The Company intends to award Contract for In-situ servicing of HP valves in unit-1 to 4 boilers during annual overhauling 2020-21 of 4 x 125 MW CFBC Units and is therefore inviting open tenders online through GIPCL- E Portal from experienced & resourceful contractors.

2. SCOPE OF WORK

The scope of work broadly covers following activities.

- 2.1 The scope of work for In-situ HP valves servicing broadly covers following:
- (a) Dismantling of actuator for motor operated valve or power cylinder for pneumatic operated valves.
 - (b) Dismantling of complete valve assembly.
 - (c) Thoroughly clean & check all parts for wear, tear or damages.
 - (d) Inspection of valve body seat, Disc / Wedge.
 - (e) If required, machining of disc or wedge at GIPCL workshop.
 - (f) Lapping of valve body seat and disc/wedge. Valve body seat is to be lapped by In-situ lapping machine. In- situ lapping machine/seat cutting machine is to be arranged by Contractor.
 - (g) Check the gland seating surface and repair if it is found damaged.
 - (h) Blue matching of valve body seat and disc/wedge.
 - (i) Change the gland packing, Bonnet seal ring and gasket with new one as per instructions of E-I/C.
 - (j) If parts are severely damaged and beyond repairing, then bring it in notice to E-I/C and as per E-I/C instructions replace the severely damaged parts.
 - (k) Refit the actuator or power cylinder & take the trial of valve for full open/full close condition.
 - (l) Assist for limit switch setting & remote trial.
 - (m) Check the valve for passing or leakages during Internal Hydro test of Boiler and attend the defects, if any.
 - (n) Remove and Segregate the scrap & dispose it off to the scrap yard.
 - (o) Clean the area & make provision for approach.
 - (p) Give the conciliation of material drawn by you.
 - (q) In situ lapping machine, seat cutting machine, lifting tools and tackles, consumables i.e. cotton, lubricants, lapping compounds, emery paper, are in contractor's scope.

The detail list of valves with its specification is as below.

Sr. No.	Description	Type of Valves and sizes.	Total Quantity in nos.
1	RH Spray Attenuation Station	1.5" GLV FCS 1500 MO/HO	4
2	SH Spray Attenuation Station I & II	2.5"mm GLV CCS 2500 MO/HO BHEL	6
3	Main Steam Start up vent valve	6" GV/GLV WCB 2500 MO BHEL	8
4	Main Steam stop valve	12" to 16"/GV/WCB/2500/MO BHEL	1
5	CBD/IBD valve	1.5"/A105/1500/MO/HO BHEL	4
6	DH-1&2 to IBD tank line valve	2.5"&3"/GLV 1500/2500/HO BHEL	6
7	Boiler HFO, PRDS line Boiler ACW System valves.	Below 4" & below 800 class GV/GLV HO/MO	4

Note:

- **Valve type-GLV- Globe valve, GV- Gate valve**
- **Valve operation:- MO- Motorised operated, HO- Hand operated**
- **# Class of valve- 800/1500/2500**
- **Valve body material:- CAS- Cast alloy steel, WCB or CCS- Cast carbon steel, FCS- Forged carbon steel, FAS- Forged Alloy steel**
- **Size of valve- 1.5" to 16"**
- **+/- 10 % variation in quantity is allowed with same rates & same terms of conditions.**
- **Above given valve locations may be very as per site requirement during the servicing work.**

- 2.2 GIPCL will supply the required spares for the HP valves. You shall depute your expert engineer (Preferably Ex. BHEL expert) and expert technical team to carry out servicing of HP valves with all required tools and tackles and special machines, manpower etc. You shall depute team within 7 days upon receipt of telephonic message from GIPCL. You have to arrange manpower in two mobilizations per unit for servicing of valves as per instruction by GIPCL E-I-C.
- 2.3 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.4 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per site requirement.
- 2.5 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

3. GENERAL INSTRUCTIONS

- 3.1 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 documents.
- 3.2 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.
- 3.3 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. while submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 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.
- 3.5 Bidder has to submit all the information and details required in the bid document. Failure to furnish all the information as per required bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications and requirements shall be rejected.
- 3.6 The bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.

- 3.8 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during pre bid meeting if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the bids by giving amendments.
- 3.11 During evaluation of bids the Company may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful Bidder is a joint venture, formed of two or more companies, the bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

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

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

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

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

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

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

5. **ELIGIBILITY CRITERIA**

The following criteria will be adopted for qualifying the Bidders for consideration of the Bid for the further proceeding.

1. Bidder should have executed at least one identical nature of work during last five years for the servicing of high pressure valves in CFBC/PF boiler (lignite or coal fired boiler) with capacity of 70 MW and above. Proof to be attached.
2. Bidder should have average annual turnover of i.e. 5 Lakh for last three financial years i.e. 2016-17, 2017-18 & 2018-19.)
3. Bidder shall furnish annual audited financial statement duly certified by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India for the **last three years** (From F.Y. 2016-17, 2017-18 & 2018-19.) to demonstrate the financial healthiness of the company. If audit is not applicable under any extant laws of the land, the financial statement shall be certified by a qualified Chartered Accountant who should be a member of the Institute of chartered accountants of India.
4. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

The experience should be either of the following: Bidder should have executed minimum

- **One** identical nature of completed work each costing not less than the amount equal to 5.31 Lakh (excluding GST)

OR

- **Two** identical nature of completed work each costing not less than the amount equal to 3.54 Lakh (excluding GST)

OR

- **Three** identical nature of completed work each costing not less than the amount equal to 2.65 Lakh (excluding GST)

5. In case bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.
6. Bidder should possess valid PF Number.
7. Bidder shall enclose P. F. code allotment letter along with labour licenses and E.C. Policy copies of previous orders.
8. The bidder has to submit PAN Card copy of the firm/Company.
9. Bidder has to submit GST registration number/copy of certificate.
10. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
11. Tender Fee and EMD: To pay Tender fee by RTGS and EMD by RTGS or in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8.
12. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open.
13. The Bidder should enclose copy of all the documents, work orders and any other certificates to satisfy his eligibility criteria as per attached **Annexure – I** along with **Annexure-J** (Schedule of deviation) duly filled in.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD and also provide the requisite details online for meeting requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by Bidder. GIPCL reserves the right to accept/split/cancel/reject any/all Bids without assigning any reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation. The Bidder shall enclose copy of all the documents, work orders and any other certificates to satisfy his eligibility criteria along with Annexure-I duly filled in.

6 ADDITIONAL PRE QUALIFICATION CRITERIA

1. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to



accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

2. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as in **Annexure-K** and **Annexure-S**

- 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.

7. **LANGUAGE OF BID**

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

8. **TENDER FEE AND EARNEST MONEY DEPOSIT (EMD)**

- 8.1 An EMD of Rs. 10,500/- (Rupees Ten Thousand Five Hundred only) and Non refundable Tender fee Rs. 2,000/- (Rupees Two Thousand only) with inclusive of applicable GST shall accompany with Bid.
- 8.2 The EMD shall be in the form of Demand Draft payable at SBI, Nani Naroli in favor of Gujarat Industries Power Co. Ltd. as per following details:

Bank	Payable at:
1. Bank of Baroda	Mosali, Dist: Surat
2. State Bank of India	Nani Naroli, Branch Code: 13423
3. Any Nationalized banks	Surat



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

- 8.3 The Tender fee and EMD shall be paid by way of RTGS only as per following details:

Name of account holder	Gujarat Industries Power Company Limited
A/c. No.	33514692834
Name of Bank	State Bank of India
Address of Bank	Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110
IFSC code	SBIN0013423
MICR code	394002513

- 8.4 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Ratnakar Bank, Indusland Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd as per Performa of BG enclosed with this e-tender under Section-F.
- 8.5 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 8.6 The EMD of the successful bidder will be returned after payment of contract security deposit or contract performance guarantee as required by successful bidder.
- 8.7 The earnest money deposit paid will be refunded to the unsuccessful BIDDER after the tender is finalized.
- 8.8 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.
- 8.9 No interest shall be payable on EMD.
- 8.10 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.

8.11 SCHEDULE OF EMD

Details of EMD paid by RTGS or EMD in physical form, as applicable and details of tender fees paid by RTGS and other documents duly signed to be submitted in physical form or in soft copies on or before last date of online BID submission during office hours at Surat Lignite Power Plant, Nani Naroli, and Dist. Surat.	Address for Submission: GM - SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074 Email- mkumarvelu@gipcl.com
---	---

9. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the GIPCL e-portal 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.



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

(b) Price Bid.

Note: EMD shall be submitted in physical form and the same shall be super scribed clearly mentioning BID No.: SLPP/MECH/BLR/HP-VALVE/SERVICING/2020-21 for "In-situ servicing of HP valves in unit-1 to 4 boilers during annual overhauling 2020-21"

(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. Details of Eligibility Criteria as per attached **annexure-I**
2. Schedule of deviation (**Annexure-J**) Technical as well as commercial, if any.

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

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the last three years (from F.Y.2016-17,2017-18 & 2018-19) audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by practicing CA who shall be a member of institute of Chartered Accountants of India will be required as per Annexure-I.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form through GIPCL-E-portal.
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. 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.
3. The quantities shown in the price Bid are approximate for the contract period and may vary as per job 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.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and



sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.

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

10. MODIFICATION AND WITHDRAWAL OF BIDS

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

11. POLICY FOR BIDS UNDER CONSIDERATION

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

12. EFFECT AND VALIDITY OF THE BID

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

13. OPENING OF BIDS

- 13.1 The GIPCL will open the Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been



specified. Otherwise the tender will be opened by the authorized officers of GIPCL.

13.2 Preliminary Examination:

13.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.

13.2.2 Arithmetical errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders
- (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

14. EVALUATION & COMPARISON OF BIDS

- 14.1 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.
- 14.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 14.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 14.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 14.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 14.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 14.7 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.



15. RIGHT OF REJECTION OF TENDERS

- 15.1 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.
- 15.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 15.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

16. AWARD OF CONTRACT

- 16.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 16.2 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.

17. CONTRACT PERIOD AND WORK DISCIPLINE AND WORK COMPLETION SCHEDULE

- 17.1 The contract will be for a period of one year from the date of actual Commencement of operation of the contract as stated in the Work Order ('Contract Period').

Job may be planned tentatively in the month of **June to December 2020** and party has to complete the job **within 10 days** in each unit from the date of handing over of work-front from GIPCL in unit-1 to 4 boilers.

The basic considerations and the essence of the 'contract' shall be the strict adherence to the time schedule for performing the specified 'works'. Contractor has to mobilize required number of manpower along with necessary tools, tackles, PPEs.

- a) The work shall be carried out continuously round the clock with 2x12 hours shift working. Separate gangs shall be engaged in each shift without engaging the same manpower.
- b) 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.

- 17.2 GIPCL reserves the right to extend the Contract **Period up to six months** on the same rates and terms and conditions without any price escalation and without entering into any new contract.

18. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

1. The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
2. The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
3. The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
4. At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor 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/labor 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 compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
5. The Contractor shall also comply with the safety requirements and provide his workmen/labor 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
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
6. Contractor shall nominate /authorize 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 always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
7. The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily 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 limit.
8. During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
9. During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges& the same will be recovered from the Contractor's bill.



B: TOOLS & TACKLES:

- (i) All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor.

Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipments and/or required consumables then 25% of the total job cost will be levied as a penalty for each and every instance.

- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with tractors & hydraulic trolleys in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (iii) 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 for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place
- (iv) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

19. ASSIGNMENT AND SUB-LETTING

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

20. CLARIFICATION OF BIDDING DOCUMENTS

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



SECTION-B **GENERAL CONDITIONS OF CONTRACT**

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at **10%** without taxes of the "Annual Contract Price" from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Ratnakar Bank, Indusland Bank, Karur Vysya Bank, DCB Bank, ING Vysya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmadabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

2. RECOVERY CLAUSE

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

3. DEDUCTIONS FROM CONTRACT PRICE

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

4. 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 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

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

1. Contractor is adjudged as insolvent.
2. Contractor has abandoned the contract.
3. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
4. 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.
5. Contractor repetitively violating the safety norms for more than three incidents.
6. Any major contradiction of applicable labour laws.
7. Any major deviations from contractual terms and conditions including quality of job.

5. FAILURE & TERMINATION

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

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

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

6. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at



Surat/Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.

- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

7. INTERPRETATION CLAUSE

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of GM (SLPP), GIPCL will be final and binding.

8. EMPLOYEE'S COMPENSATION INSURANCE

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

9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
4. 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,



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

- Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
5. The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 6. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 7. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 8. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn. Dept.
 9. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 10. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 11. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 12. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
 13. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
 14. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
 15. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
 16. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.

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

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

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.



5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

10. PAYMENT OF WAGES

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

11. ACCIDENT TO WORKMEN

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

12. LIGHTING

Necessary illumination at works area will be provided by GIPCL. However, work specific lighting should be arranged by contractor.

13. SAFETY ASPECT

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

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

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

15. GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of



- Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. 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.
 11. 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.
 12. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
 13. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
 14. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
 15. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli amperes on welding machine and all portable power tools.
 16. 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.
 17. No loose connection / joints allowed in electrical cables during performance of any kind of job.
 18. Safety shoes to be issued to female employees also.

19. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.

20. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.

21. Penalty to be imposed for Violation of safety norms is proposed as follows:-

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

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

Penalty so levied against the contractors and company employees will be used during the observation of National Safety Day. The contractor, workmen following good safety practices in their work area continuously will be rewarded / honored on National safety day.

16. REJECTION OF WORK:

If, as a result of inspection, examination or testing, the GIPCL's Representative/ Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL's Representative may reject such plant, materials, work or workmanship and shall notify the CONTRACTOR promptly, stating his reasons. The CONTRACTOR shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship, GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. CONTRACTOR shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Contractor failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the CONTRACTOR and deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR's dues.

If the GIPCL/Engineer/ GIPCL's Representative requires such materials, work or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If such rejection and retesting cause the GIPCL additional costs for the traveling and lodging costs of GIPCL/Engineer's personal for attending the retest, such costs shall be recoverable from the CONTRACTOR by the GIPCL and may be deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR.

17. FACILITIES TO BE PROVIDED BY GIPCL

A. The Company shall provide the following facilities to the Contractor at the site:

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township Narmada guest house at discretion of GIPCL if available.
- c. Industrial Canteen facility on chargeable basis for workmen.
- d. Workshop facility as available at site only.
- e. First aid facilities available on chargeable basis.

Apart from the above, no other facilities shall be provided by GIPCL.

B. GIPCL shall also conduct an orientation program appraising the workmen regarding Safety norms and measures to be observed during work operations at the plant site.

18. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the invoice in duplicate after completion of work along with protocol of work executed. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment –

- i. 90% payment against the work executed duly certified by GIPCL E-I-C. Income Tax (IT) will be deducted at source from each invoice as per the rules in force.
- ii. 10% will be retention money, which will be release without interest after completion of guarantee period.



- iii. GST shall be paid along with bills after fulfillment of following terms.
- Submission of copy of registration certificate issued by Authority (to be furnished only once).
 - Citing the GST Registration no. and the date of issue of registration certificate on invoices.
 - Claim of GST amount with percentage (%) separately shown on the invoices.
 - The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - 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 a period of **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 invoice.

19. WORK MEASUREMENT/CERTIFICATION

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

20. FORCE MAJEURE

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

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

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

21. PENALTY AND RECOVERY

- i. Any damage caused to the equipment or machinery on account of the negligence on the part of the Contractor or due to any other reasons attributable to the Contractor, shall be recovered by the Owner/GIPCL from the Contractor.
- ii. The ascertainment of the cause of the damage shall be done by the GM (SLPP) and his decision in this regard shall be final.
- iii. The decision of the Engineer-In-Charge as regard the amount of damages to be recovered from the Contractor shall be final.
- iv. The aforesaid amounts of penalty and damages shall be recoverable from the bills of the Contractor or the SD. If the amount of damages recoverable from the Contractor exceeds the bills and SD amount, then the Contractor shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Contractor for the same.

22. TERMINATION

- A. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the contractor if any of the following events occur :—
 - i. Contractor is adjudged as insolvent.
 - ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
 - iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
 - iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily

The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein. The Contractor commits a breach of the contractual terms and conditions.

- B. GIPCL shall give the Contractor a 7 days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
- C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by GIPCL under the contract from the Contractor.
- D. The SD shall be retained till completion of the defect liability period.
- E. GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason.

23. SETTLEMENT OF DISPUTES

- a. Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of



- Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is upto a sum of Rs. 25 Lakhs, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25 Lakh and upto Rs. 100 Lakh, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100 Lakh, the same shall be referred to a Retired Supreme Court Judge.
 - c. Work under the contract shall be continued by the 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.

24. GOVERNING LAW AND JURISDICTION

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

1. OTHER CONDITIONS

- a. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities such as cleaning tube surface, marking & numbering of tubes in different elevations, taking thickness readings at lesser thickness areas etc. and complete the activity as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- b. The contractor has to complete the activity as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- c. 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.
- d. Any job other than the listed jobs in work order shall be executed by the contractor on benefit of the successful completion of the chemical cleaning process shall be done at free of cost.
- e. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- f. **GIPCL** is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen work in accordance with them.



SECTION – E

ANNEXURE-A

(Schedule of Quantities and Rates)

Sr.No	Work Description	UOM	Valve Qty.(A)	Unit rate in Rs. Without GST (B)	Total Amount in Rs. Without GST (C=AXB)
1	Lump sum price for in situ servicing of 1.5" GLV FCS 1500# MO/HO BHEL (RH ATTEMPERATION STATION)	No	4	To be submitted online	To be submitted online
2	Lump sum price for in situ servicing of 2.5" GLV/ CCS/2500# MO/HO BHEL (SH ATTEMPERATION STATION)	No	6	To be submitted online	To be submitted online
3	Lump sum price for in situ servicing of 6" GLV/GV WCB /2500# MO/HO (MAIN STEAM START UP VENT)	No	8	To be submitted online	To be submitted online
4	Lump sum price for in situ servicing of 12" to 16" /GV/WCB /2500#/MO BHEL (MAIN STEAM STOP VALVE)	No	1	To be submitted online	To be submitted online
5	Lump sum price for in situ servicing of 1.5"/A105/1500#/MO/HO BHEL(CBD/IBD VALVE)	No	4	To be submitted online	To be submitted online
6	Lump sum price for in situ servicing of 2.5" & 3" GLV/ 1500/2500#HO/HO BHEL(DH-1 &2 TO IBD)	No	6	To be submitted online	To be submitted online
7	Lump sum price for in situ servicing of Below 4" & 800# GV/GLV HO/MO	No	4	To be submitted online	To be submitted online
8	Sub Total of Sr. No. 1 to 7				To be submitted online
9	GST@18% on Sr. No. 8				
10	Grand Total in Rs. Sum of Sr. No. 8 & 9				

Note:

- Price bid shall be submitted in soft form only through GIPCL e- portal.
The bidder shall fill the price schedule in the format given and the price shall be inclusive of cost of all manpower, consumables, tools and tackles, transportation Safety and statutory compliance, etc.
- 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.
- The quantities shown in the price bid are approximate for the contract period and may vary as per site requirement.
- The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

5. Payment shall be made on actual quantity executed.
6. Above quantity is tentative and may vary +/- 10% at the time of actual execution.

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE



SECTION – F (ANNEXURES)

ANNEXURE-G

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To

M/s. Gujarat Industries Power Company Limited

At & Post – Nani Naroli

Taluka: Mangrol

Dist.Surat-394 110

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification No.....Dated.....

M/s..... having its Registered/Head office at.....

(Herein after called the Bidder) wish to participate in the said Bid for

As an irrevocable bank Guarantee against Bid guarantee for an amount of Rs..... 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 (hereinafter called the "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 and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the Bidder, thus far and no further.

Contd....2



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

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

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this Day of20 at

.....
(Signature)

.....
(Name)

Designation with Bank

Stamp:

Attorney as per Power of
Attorney No.

Dated



ANNEXURE-H

PERFORMA CERTIFICATE

(No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____ **Dated**_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.



E-TENDER FOR SURAT LIGNITE POWER PLANT - 4X125 MW: "IN-SITU SERVICING OF HP VALVES IN UNIT-1 TO 4 BOILERS DURING ANNUAL OVERHAULING 2020-21"

ANNEXURE-I
(To be read with Eligibility criteria)

Eligibility criteria:

Sr. No	Eligibility Criteria [in line with clause-5]	Year	Rs. In Lacs	Details	Supporting Documents attached.
1	Bidder should have executed at least one identical nature of work during last five years for the servicing of high pressure valves in CFBC/PF boiler (lignite or coal fired boiler) with capacity of 70 MW and above. Proof to be attached.	2014-15			
		2015-16			
		2016-17			
		2017-18			
		2018-19			
2	Bidder should have average annual turnover of i.e. 5 Lakh for last three financial years i.e. 2016-17, 2017-18 & 2018-19)	2016-17			
		2017-18			
		2018-19			
3	Bidder shall furnish annual audited financial statement duly verified by the certified chartered accountant of the company for the last three years to demonstrate the financial soundness of the company. The balance Sheet must be in the name of the company who is purchasing the tender document. Any type of MOU for this purpose will not be entertained.	2016-17			
		2017-18			
		2018-19			
4	The experience should be either of the following: Bidder should have executed minimum One identical nature completed work each costing not less than the amount equal to 5.31 Lakh OR Two identical nature completed work each costing not less than the amount equal to 3.54 Lakh OR Three identical nature completed work each costing not less than the amount equal to 2.65 Lakh	2019			
		2018			
		2017			
		2016			
		2015			
5	Bidders should possess valid PF number.				
6	Bidder should enclose P.F. code allotment letter along with Labour Licenses and E.C.Policy copies of previous order.				
7	The bidder has to submit PAN of the firm.				
8	Bidder has to submit GST registration number.				



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- 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- S

(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