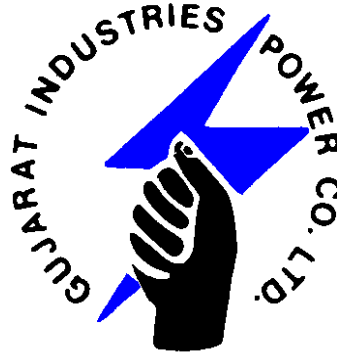


GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, Fax Nos.: (02629) 261112, 261080

e- TENDER DOCUMENT
FOR

***NEED BASED MAINTENANCE CONTRACT OF 220 KV SWITCHYARD
AT
GIPCL'S 4 X 125 MW SURAT LIGNITE POWER PLANT***

Bid Number: SLPP/ELECT/MAINT/220 KV SWYD



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**

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

TENDER NOTICE

Ref: SLPP/ELECT/MAINT/220KV SWYD

***NEED BASED MAINTENANCE CONTRACT OF 220 KV SWITCHYARD
AT
GIPCL'S 4 X 125 MW SURAT LIGNITE POWER PLANT***

Place of work	GIPCL-SLPP, at Village Nani Naroli, Taluka – Mangrol, Dist. –Surat 394112.
Description of work	<i>NEED BASED MAINTENANCE OF 220 KV SWITCHYARD</i>
Contract Period	Two years from the award of contract
Downloading and filling of tender documents online from websites	20 th Oct 2020
Last date of submission of offer On line	10 th Nov 2020 up to 17:00 Hrs.
Submission of supporting documents in physical form at address given in tender	On or before 10 th Nov 2020 up to 17:00 hrs.
Date of opening of Price bid	Price bid will be opened after techno-commercial bid evaluation.

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by GIPCL during the period of publication of tender in the web site. The bidders are required to visit the web site regularly till the last date of bid submission
2. GIPCL reserves the right to reject any or all the tenders or to split the work among the bidders without assigning any reason thereof.
3. The bidder is advised to visit the site after downloading the tender copy from **<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 obtain for himself at his own responsibility all information 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.
5. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document. Conditional tender will not be entertained and shall be liable for outright rejection.
6. All the techno-commercial deviations should be declared in the on line deviation sheet (Annexure-B). Deviations declared elsewhere are not acceptable.
7. The following documents to be submitted in physical form or by e-mail:
 - a) Other pre-qualification documents not submitted online.

These documents as mentioned in the tender documents should be deposited at the following address:-

General Manager (SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At & P.O. Nani Naroli

Taluka: Mangrol,

Dist. Surat – 394 112, Gujarat

Phone: (02629) 261063-72

Fax no. : (02629) 261080 & 261073

E-Mail: electslpp@gipcl.com

GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, Fax Nos.: (02629) 261112, 261080

Ref: **SLPP/ELECT/MAINT/220 KV SWYD**

**NEED BASED MAINTENANCE OF 220 KV SWITCHYARD AT GIPCL'S 4 X 125 MW
SURAT LIGNITE POWER PLANT**

BID DOCUMENT

Bid document consists of the following –

- I. Instruction to bidders
- II. General conditions of contract
- III. Detailed scope of work

I. INSTRUCTIONS TO BIDDERS

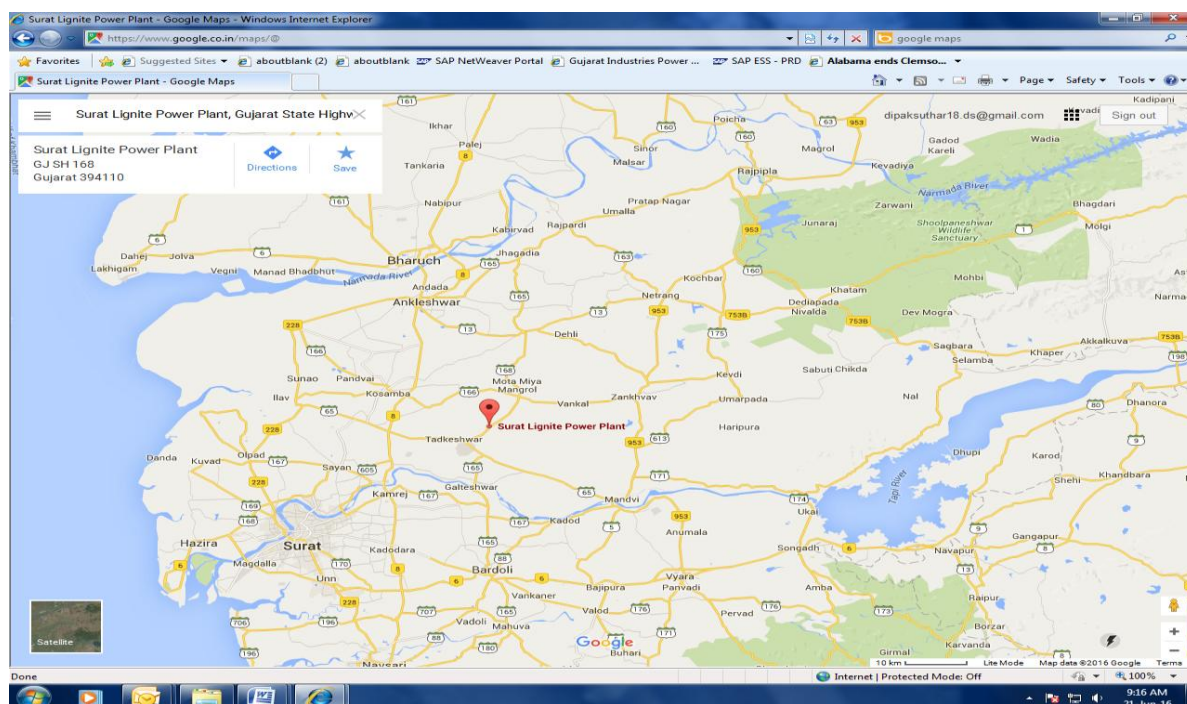
1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. GIPCL has commissioned 1 MW Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat. GIPCL has also commissioned 112.4 MW Wind Energy power projects at different locations in Gujarat and 80 MW solar plant at Solar Park, Charanka in Gujarat

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

2. Location of Plant

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



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 document.
- 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. at the time of 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 Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.
- 3.6 The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
- 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 fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications.
- 3.9 Conditional offers shall be rejected at the outset.
- 3.10 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended.
- 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 and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.
- 3.13 The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and the Company shall not be liable in any manner for the same.
- 3.14 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- 3.15 Timely completion of work and strict adherence to the allotted time frames 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. ELIGIBILITY CRITERIA

Following criteria will be adopted for qualifying the bidders for taking part in further proceedings.

- 4.1** Bidder should possess minimum three years of work experience out of last five years 05 (Five) years (ending last day of the month previous to the one in which tender is invited) in working at heights in 220 KV switchyard or higher voltage rating switchyards for any maintenance / replacement job in power plants / process industries etc. Proof of same should be enclosed in the form of copies of work order executed.
- 4.2** Bidder should produce evidence of having successfully completed similar works as defined hereunder during three years out of **last five years** ending last day of the

month previous to the one in which tender is invited, satisfactory progress of ongoing works, etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. One similar completed work each costing not less than the amount equal to Rs. 3.60 Lakhs

OR

b. Two similar completed work each costing not less than the amount equal to Rs. 2.25 Lakhs

OR

c. Three similar completed work each costing not less than the amount equal to Rs. 1.80 Lakhs

Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.

4.3 Bidder has to submit GST tax registration number. Copy of same should be submitted.

4.4 Bidder should possess valid PF Number, if applicable. Bid without proof of the same, if applicable shall be rejected.

4.5 The Bidder should have average annual turnover of Rs. 1.35/- Lakhs (Rupees One Lakh Thirty Five Thousand only) for last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India, for the last three financial years FY 2018-19, 2017-18, 2016-17 to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

The Net worth at the end of the last financial year 2018-19 should be positive and should be duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India. Where audit of accounts is not applicable to the bidder as per applicable laws of the land, due certification by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India of the said turnover for the said last three financial years will have to be done & furnished.”.

4.6 Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.

4.7 Bidder should possess valid contractor’s electrical license and / OR electrical supervisory permit of contractor’s supervisor.

4.8 Bidder should enclose PF code allotment letter along with Labour Licenses and EC Policy copies, as applicable.

4.9 The bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT/GST Reg. no. of the firm, as applicable. Self attested copies of the same to be submitted.

4.10 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.

4.11 Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure / Form attached.

a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Bidder 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 / Bidder shall be recovered from the pending bills or any other dues payable to the Bidder / Bidder, if any or otherwise through any other recourse available under the Laws.

4.12 The bidder should possess all such licenses applicable, which are necessary for execution of the job. Self attested copies of the same to be submitted.

The Bidder should enclose all the evidences, documents, work orders, proofs by way of self attested copies for qualifying in further proceedings.

The Bidder shall submit all the evidences, documents, work orders, as a proof by way of self attested copies and also provide these details online by scanning the documents for meeting the qualification requirements. GIPCL will verify the experience, performance, capability and strength of bidders independently for executing the works. GIPCL may visit the bidder's site & consult the owner of the establishment where similar work is executed by the bidder. GIPCL reserves the right to split/cancel/reject any/all bids without assigning any reason thereof. The tenders of qualified bidder can only be considered for further evaluation.

5. **LANGUAGE OF BID**

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

6. **SUBMISSION OF BID**

A: MODE OF SUBMISSION

(i) The bids shall be submitted online at the GIPCL e-portal within the dates specified in the NIT in two parts as under:

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

(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. Qualification and experience of site in charge.
- 2. Schedule of deviation (Annexure- B) Technical as well as commercial, if any.
- 3. Qualification & experience of Supervisors/Engineers.

The following supporting documents shall also be submitted:

- 1. The tender document duly 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. Present ongoing work details
- 6. Turn over details, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required as stated at clause 4.5 above.
- 7. P.F Number and Allotment Letter
- 8. Labour License and E.C. policy copies, as applicable.
- 9. PAN Number.
- 10. All the documents for pre-qualification criteria
- 11. GST tax registration number/certificate copy.
- 12. Copy of Electrical License & other related Electrical License as relevant.

The envelope shall be clearly marked with “SURAT LIGNITE POWER PLANT – NEED BASED TENDER FOR 220 KV SWITCHYARD MAINTENANCE AT GIPCL (SLPP) 4 X 125 MW – Tender No. SLPP/ELECT/MAINT/220 KV SWYD”

(b) Price Bid

1. Price bid shall be submitted only in soft form through GIPCL e- portal.
2. GST tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. The bidder shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self certified authentic third party evidence (www.cbic-gst.gov.in) shall be adduced to that effect by the vendor.
3. Bidders shall have to **quote item-wise**.
4. The quantities shown in the Price Bid are tentative for the contract period and may vary as per job requirement.
5. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

GIPCL reserves the right to reject any or all the tenders or split the work between more than one Bidder without assigning any reason whatsoever.

NOTE:

Item Rates:

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of supervisory staff, all labour, tools and tackles, safety equipments & PPE's etc. and such other costs that are not specifically mentioned herein but will be incurred by the Bidder for the satisfactory and timely completion of the work but excluding applicable GST as per extant GST laws.

The rates shall be firm for entire contract period and any agreed extension thereof. The quantities mentioned may be increased or decreased depending upon requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed and certified by GIPCL representatives.

B: METHOD OF TENDERING/SIGNATURE OF BIDS

- (i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.
- (ii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the 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 by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the

matter. 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 may be disqualified.

C: SCHEDULE OF DEVIATIONS

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

7. MODIFICATION & WITHDRAWAL OF BID

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

8. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is 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.

9. EFFECT & VALIDITY OF BID

- a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days after the last date of the submission of the bid.
- b. In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
- c. The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the 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 Owner.

10. OPENING OF BIDS

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

The Company will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

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.

(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.

11. EVALUATION & COMPARISON OF BIDS

A: GENERAL

- a. 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.
- b. The Technical Bids will be examined and will be classified into two categories (viz.)
 - (a) Bids which are acceptable as they are or which with some modifications can be made acceptable.
 - (b) Bids which are completely unsuitable and which cannot be made acceptable by modifications. These Bids will be rejected.
- c. Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.
- d. 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.
- e. The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken.
- f. The commercial deviation, if any, shall be loaded to bring all the bids at par. The loading shall be carried out at an interest rate as 2% above PLR of SBI.

- g. 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.
- h. 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.
- i. In the event of item rates to be quoted by the Bidders for unforeseen works, which are not taken into consideration for evaluation, the lowest responsive bidder will be required to accept the lowest workable rates offered by other bidders. This will be a pre-condition for award of the work to the lowest responsive bidder.

B. RIGHT OF REJECTION OF TENDERS

- a. 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.
- b. GIPCL reserves the right to split the scope & quantity to more than one agency among the bidders.
- c. 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.

12. AWARD OF CONTRACT

- a. GIPCL will award the contract to the bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily. The lowest quotation received should not be unworkable.
- b. 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.

13. CONTRACT PERIOD

The contract will be for a period of TWO years from the date of issue of work order. The rates shall be valid & shall remain firm & unaltered for the Contract Period. For removal of any doubts, "Contract period" shall include any agreed extension thereof. The contract period may be extended for further period of six months if GIPCL desires on the same rate, terms and conditions and without any escalation and without entering into any new contract.

GIPCL will inform to the Bidder regarding shutdown of 220kV switchyard bays seven days in advance. Bidder should mobilize fully with all required material to carry out the Job on the date specified by GIPCL. Work to be completed in all respect as per agreed schedule/time from the date of starting of work.

14. CONTRACT PERFORMANCE GUARANTEE (SD)

- a. The successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee/Security Deposit (SD) as security for the due performance of the Bidder's obligations.
- b. The form of the said Contract PBG shall be as per **Annexure-C** attached herewith and the same shall be submitted by the Bidder to GIPCL within 21 days from the date of Letter of Intent (LOI)/Work order (WO), whichever is earlier & the same shall be obtained by the Bidder in favour of GIPCL from

(A) Any nationalized/govt./scheduled public sector bank, or

(B) Any one of following Private Banks:

ICICI bank,

IDBI bank,

Axis bank,

HDFC bank

(C) Commercial Bank

Kotak Mahindra Bank,

Ratnakar Bank,

IndusInd bank,

Karur Bank,

DCB Bank,

ING Vyasya bank.

(D) Cooperative banks

Kalupur Commercial Bank Ltd,

Rajkot Nagrik Sahakari Bank Ltd,

Ahmedabad Mercantile Co-operative bank limited,

Mehsana Urban Co-Operative bank Ltd,

Kalupur Co-op bank,

Nutan Nagrik Sahakari Bank Ltd.

The Contract SD/PBG amount shall be equal to Five percent (5 %) of the 'Total Contract Price' (excluding GST) and the contract PBG shall/the contract SD is to guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications.

- c. The Contract SD/PBG shall be valid for the entire period of the 'Contract' plus 03 months from the date of completion of contract period. In case of contract PBG, if claim period is not given by the bank, contract PBG should be valid for contract period plus three months. For removal of any doubts, "Contract period" shall include any agreed extension thereof.
- d. However any delay in submission of initial Contract SD will entitle the Company to cancel the contract /will result in equivalent late release of entire contract SD after contract SD retention period i.e. the duration of the validity of the contract SD shall be extended by the number of days by which the Bidder delays in submitting the contract SD. In case of contract PBG submitted with any shortfall in its issue date, as

the same needs to be issued by the bank in favour of GIPCL & submitted to GIPCL within 21 days from the date of Letter of Intent (LOI)/Work order whichever is earlier, will entitle the Company to cancel the contract / to treat it as non-submission of contract SD/PBG by the bidder and accordingly all other conditions applicable in case of non-submission of contract SD/PBG by the bidder to apply.

- e. The Contract SD/PGB will be returned to the Vendor/Bidder without any interest at the end of the 'Guarantee Period' subject to and after deduction of any amounts duly recoverable by the Owner hereunder.

15. ASSIGNMENT AND SUB-LETTING

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

16. BIDDER'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Bidder shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.
- (ii) The Bidder shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower to properly complete the job in given time.
- (iii) The Bidder shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Bidder shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Bidder shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks 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 (if required)
 - d) Mask
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
 - f) Full body safety belts with lifeline
 - g) Safety helmet
- (vi) Bidder shall nominate /authorize senior experienced person in writing as site in charge/Supervisor to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain present at site. Bidder has to submit the authority letter and documentary proof for the same.

- (vii) During execution of the works, one or more jobs may be required to be done simultaneously and the Bidder shall mobilize additional resources accordingly.
- (viii) During emergency or similar situations the Bidder shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the Bidder 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 Bidder.
- (ix) During working in high risk area like hot oil the workman must wear a suitable safety apron, safety hand gloves and goggles. It is the Bidder's supervisor's responsibility to ensure it without failure.

B: TOOLS & TACKLES

- (i) All tools and tackles to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools are in healthy condition.
- (ii) Arrangement for lighting at the work spot has to be made by the Bidder. He has to arrange all lighting equipment such as power cable, hand lamps. The Bidder has to take prior approval for taking electrical power supply. The Bidder should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- (iii) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- (iv) All new replacements whether spare parts or any other, shall be inspected and approved by GIPCL Engineer in charge before It is actually put to use. It shall be the supervisor's responsibility to ensure this without failure.
- (v) The Bidder must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In-Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Bidder's cost with penalty and it will be deducted in the bill.
- (vi) It is the responsibility of site in charge to segregate and remove the scrap from site. Work will be certified by E-I/C only after removal of scrap to the scrap yard.

II. GENERAL CONDITIONS OF CONTRACT

1 TERMS OF PAYMENT

A. Conditions of Payment:

The bidder shall raise the invoice in duplicate for each job in respect of the work completed during the month along with the documents as hereinafter provided. 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 30 days of such receipt of a complete & correct invoice as per the following terms of payment –

- (i) Bidder may raise invoice for work completion during every stage. 100% of RA bill shall be released on satisfactory completion of given works certification by GIPCL Engineer in- charge. Any payment of RA bill of the bidder will be made only after the submission of required contract SD/PBG. If required contract SD/PBG is not/cannot be submitted by the bidder, then 5% of total contract value excluding GST shall be deducted as retention amount. This retention amount which is 5% of total contract value excluding GST will be released after expiry of guarantee period. GST tax shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by Service Tax Authority (to be furnished only once).
 - (b) Citing the GST Tax Registration no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST Tax amount with percentage (%) separately shown on the invoices.
 - (d) The Bidder shall inform the Owner in the event its registration certificate is cancelled or discontinued for whatsoever reason.
 - (e) The vendor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and self certified authentic third party evidence (www.cbic-gst.gov.in) shall be adduced to that effect by the vendor.
- (ii) The Bidder shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions thereof that may be granted by GIPCL to the Bidder. GIPCL shall not entertain any bill for any work item after expiration of period of four months. After the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL, the bidder to submit no claim no arbitration certificate to GIPCL for Final Bill payment.
- (iii) The Bidder shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Bidder shall be deemed to be inclusive of all and whatsoever the claims that the Bidder may have from GIPCL. The Bidder shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Bidder shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Bidder in his Final Bill.

At the time of return of the Contract SD/PBG or retention money, the Bidder shall submit an indemnity bond acknowledging the receipt of all the due amounts and indemnifying GIPCL from and against all claims in that regard.

B. Validity and Uniformity of Rates

The rates shall be valid & shall remain firm & unaltered for the Contract Period. For removal of any doubts, "Contract period" shall include any agreed extension thereof. Item rates quoted, shall include cost of all (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 Bidder for the satisfactory and timely completion of the work

2 RECOVERY CLAUSE

All costs, charges or expenses payable by the Bidder 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 Bidder. Such amount or due may be paid by the Company and the Company shall be entitled to recover the same from the Bidder by deducting the said amounts from the Bidder's RA bills.

3. COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (i) The workmen employed by the Bidder for execution of work at the GIPCL site under this contract/tender shall be the Bidder's workmen and not the workmen of GIPCL and the Bidder alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.
- (ii) The Bidder shall at his own cost comply with the provisions of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract as amended from time to time.
- (iii) Bidder shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time and as amended from time to time, including all other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the Bidder from time to time and as amended from time to time, for performing the contract job.
- (iv) The Bidder shall obtain and keep in place an all risk cover insurance policy under the provisions of the Employee's Compensation Act, 1923 or any amendments or modifications thereof as may be applicable from time to time. The Bidder shall also obtain an insurance cover of adequate value for third party liability. These insurance policies shall be obtained from and within the jurisdiction of Surat and shall be assigned to GIPCL site. The same shall be submitted to GIPCL before the commencement of the work.

- (v) The Bidder shall be required to have registered himself under the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952, as amended from time to time, from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to GIPCL, failing which the contract is liable to be cancelled.
- (vi) The Bidder shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All persons engaged by the Bidder for the performance of the obligations and works under the contract shall be his workmen only.
- (vii) The Bidder shall have a valid labour license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970, as amended from time to time, at the time of execution of the contract covering all his employees working at SLPP site and furnish the same to GIPCL before commencement of work failing which GIPCL may terminate the contract at its sole discretion.
- (viii) The Bidder shall be required to have a Labour License and a copy thereof shall be submitted to GIPCL, HR & A Department. If the Bidder does not possess the same, he shall apply for Form – V immediately after receipt of the Letter of Intent and should obtain it within one week from the date of issue of Form – V.
- (ix) The Bidder shall also obtain a Group Insurance Scheme of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act, as amended from time to time.
- (x) The Bidder shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when so required.
- (xi) The Bidder shall ensure that all his workmen should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Bidder to remove any workmen the Bidder who does not comply the rules.
- (xii) The Bidder shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned as applicable under the Employees Provident & Miscellaneous Provisions Act, 1952, as amended from time to time and remit contributions in respect of the workmen employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL may pay the same and GIPCL will recover the amounts so paid by it from the outstanding amounts payable by it to the Contrator. PF code of Gujarat region should be taken.
- (xiii) The Bidder shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.
- (xiv) The Bidder shall also submit periodical reports/returns to the various statutory authorities under the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act, etc., as amended from time to time under intimation to HR & Admn. Dept. of GIPCL.
- (xv) The Bidder shall pay remuneration to his workmen in accordance with the provisions of the Minimum Wages Act, as amended from time to time and shall in no case pay an amount lesser than that as prescribed or notified under The Minimum Wages

declared by the Gujarat Government from time to time for different categories of workmen.

- (xvi) The Bidder shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under the applicable law as per applicable rates.
- (xvii) The Bidder shall take Employees Compensation Insurance Policy for all his workmen s working at SLPP. The Bidder shall indemnify the Company against any claim, liability, action, demand or proceedings due to any work injury or accident occurring to any of its workmen.
- (xviii) The Bidder shall, in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employees Compensation Act, 1923, as amended from time to time.
- (xix) If any of the persons engaged by the Bidder misbehave with any of the officials of the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Bidder shall replace them immediately.
- (xx) The Bidder shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- (xxi) GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the Bidder. The Security deposit will be released to the Bidder at the end of the contractual tenure subject to an undertaking by the Bidder 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 Bidder before the appropriate authority under the Industrial Disputes Act, 1947 or under any other labour laws or for compensation under the Employees Compensation Act, 1923, as amended from time to time and the appropriate authority has given a direction for making payment the Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- (xxii) The Bidder shall make payment of wages to his workmen on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted Challan along with copy of ECR on monthly basis to HR&A dept. for verification and record.
- (xxiii) The Bidder shall provide Safety items / kits to his workmen, such as safety shoes, goggles, ear plugs, hand gloves, safety belts, safety helmet and other PPE as per requirement etc., if any, required under the law.
- (xxiv) The Bidder shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws, as amended from time to time.

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

- (xxv) The Bidder shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, and orders in relation to the deployment of labour. Any misrepresentation, false or untrue statement made by the Bidder in this behalf or in the event the Bidder acts or performs the contract in breach of the

requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Bidder and the Bidder shall be solely accountable and liable for the same.

4. SAFETY NORMS TO BE OBSERVED BY BIDDER

1. The Bidder shall observe and comply, with regard to his employees working at the SLPP site, the safety norms as per the safety operating standards
2. The Bidder shall ensure that his employees are informed and trained regarding the safety standards to be adopted while operating within the SLPP premises and the Bidder shall brief them regarding the same and regarding the use of the personal protective equipment ('PPE').
3. The Bidder shall issue safety shoes and safety helmet of IS standard to all his workers immediately after execution of the contract and the Bidder shall ensure that his workmen wear the protective equipment at all times during the work operation.
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**. Bidder will procure safety shoes from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Bidder should purchase safety shoes of reputed brands. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of IS 15298- 2002 make.
5. It is duty of Bidder to ensure that his workers are wearing required PPEs as per work requirement. Bidder should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug, full body safety belt etc. at all times when they are at work throughout the contract period.
6. Bidder will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The Bidder 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 Bidder 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, as amended from time to time 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, as amended from time to time 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, Full Harness safety belts with lifeline 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, Bidder 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 Bidder 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 in the height area.
13. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored horizontal position only. All gas cylinders are hydro tested / certified as per Gas cylinder Rules 2004. Gas cylinders shall be stored, handled as per Gas Cylinder Rules 2004, as amended from time to time.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
15. All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e. welding m/c, grinding and drill m/c etc. may be checked by the electrical engineer of the Bidders regularly, every 6 month at least and report to be submitted to concerned HOD and safety 22epts..
16. During hot work, Bidder 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. Bidder will procure and use such items. ELCB / RCCB shall be provided on welding machine and all portable power tools.
17. The Bidder shall fill – up Incident notification form (S-I) / Incident Investigation form (S-II) within time limit, if any accident / Incident occurred.
18. The Bidder shall fill-up Near miss report form, if any near-miss incident happened.

5. WORK MEASUREMENT/CERTIFICATION

- 1.1 The work to be performed being of a specialized nature, the Bidder should be fully conversant with modern practices and should be able to carry out maintenance works independently of large thermal power plant. The Bidder shall therefore be required to engage qualified/ experienced personnel to undertake the work specifications specified in scope of work hereunder.
- 1.2 The Bidder shall be required to furnish satisfactory job completion report to GIPCL.
- 1.3 Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.

6.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.

7. GUARANTEE / DEFECT LIABILITY PERIOD

The Bidder shall stand guarantee for workmanship arising out of any defect found in the works done within a period of 06 (Six) months for the job carried out by Bidder only, from the date of completion of the job.

8. 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.

9. ASSIGNMENT AND SUB-LETTING

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

10. PENALTY AND RECOVERY

- (i) In the event the Bidder causes undue delay in performance or the performance is unsatisfactory, GIPCL (Engineer-In-Charge) shall be entitled to levy a penalty on the Bidder at the rate of 2% including GST of the job rate for per day delay for that job up to a maximum of 10% of the total contract value including GST of that job. The said penalty amount may be recovered either from the job bills or the SD.
- (ii) However, the total amount of penalty recoverable from the Bidder shall be restricted to 10% of the contract value including GST job wise.
- (iii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Bidder/ and the Bidder shall be liable for any differential amount in the contract price including GST & other taxes.
- (iv) Any damage caused to the equipment or machinery on account of the negligence on the part of the Bidder or due to any other reasons attributable to the Bidder, shall be recovered by the Owner/GIPCL from the Bidder.
- (v) The ascertainment of the cause of the damage shall be done by the GM (SLPP) and his decision in this regard shall be final.
- (vi) The decision of the Engineer-In-Charge as regard the amount of damages to be recovered from the Bidder shall be final.
- (vii) The aforesaid amounts of penalty and damages shall be recoverable from the RA bills of the Bidder or the Contract SD. If the amount of damages recoverable from the Bidder exceeds the bills and Contract SD amount, then the Bidder shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Bidder for the same.

11. TERMINATION

- A. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the Bidder if any of the following events occur :—
- i. Bidder is adjudged as insolvent.
 - ii. Bidder has abandoned the contract i.e. the Bidder fails to perform the obligations under the contract for a period of One month.
 - iii. Bidder 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 Bidder as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - v. Bidder has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
The Bidder 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 Bidder commits a breach of the contractual terms and conditions.
- B. GIPCL shall give the Bidder a 15 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 Bidder shall be settled subject to the amounts recoverable by GIPCL under the contract from the Bidder.
- D. The Contract SD/PBG shall be retained till completion of the defect liability period/guarantee period.

GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason

12. INDEMNITY

- a. The Bidder shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Bidder.
- b. In case, in any litigation pertaining to labour employed through Bidder if any direction or order is issued by court at any point of time the Bidder shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Bidder shall indemnify the Owner/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Bidder.

13. 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 And Conciliation (Amendment) Act, 2019. 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 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 Bidder 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.

14. 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.

15. OTHER CONDITIONS

- a. Timely completion of all jobs and works shall be the essence of this Contract. Bidder should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- b. The Bidder has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the Bidder may be asked to rework the job at free of cost.
- c. 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, as amended from time to time. 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.

- d. 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. Bidder shall be required to observe these standards while working with GIPCL. Bidder should ensure that his workmen work in accordance with them.
- e. **If Bidder is awarded Contract then GIPCL entry gate pass formalities are to be completed first whenever mobilizing at site for testing. The documents like GIPCL entry gate pass format (attached as Annexure-I) duly signed and stamped, photo identity proof of each workmen deployed at site, two passport size photograph of each workmen deployed, valid work compensation policy, valid labour license if workmen deployed is more than nine in numbers, all RTO related documents of transport vehicle being deployed at site, valid driving license of transport vehicle driver etc.**

- f. In pandemic situation like present COVID-19 situation, contractor have to provide photo ID proof and medical certificate issued by Public Health Centre or any MBBS doctor for their deputed man power before deputation. Only after approval of authorities, contractor can depute their man power for the said job and have to follow COVID-19 guidelines

SCOPE OF WORK, CONTRACT PERIOD & CONTRACT PRICE VARIATION

A. TOTAL ESTIMATED PRICE :

Not applicable

B. SCOPE OF WORK –

- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 2 X 15 discs to ground level from height 12 m along with twin-tarantula conductor of span 34 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of suspension SRI insulator stack of 1x15 discs to ground level from height 17 m/12m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductor & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 1x15 discs to ground level from height up to 20 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal & replacement of 220kV wave trap at height of 20/17m including removal & re fixing of conductor along with clamps/connectors
- Removal of line bypass isolator (all three phase) from height of 17m to ground level including removal of conductors with clamps / connectors / earthing/pipes
- Removal & Replacement of twin tarantula conductor , shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of moose conductor if found faulty during inspection at ground level, shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of shield earth wire on top of tower structure around 20m height including shifting of conductor and other scrap if any to GIPCL warehouse

- Removal & Replacement of clamps and connectors (T, PG etc.) at maximum 18 meter height as and when required
- Tightness of clamps and connectors (T, PG etc.) at maximum 18 meter height including replacement of hardware as and when required

C. CONTRACT COMPLETION PERIOD:

The contract is purely need based and on call basis the work is to be completed as per GIPCL SLPP Engineer In-charge instruction within scope of work as it involves shutdown of critical equipment / bays and in some cases on urgent basis also.

GIPCL may release fronts simultaneously so that work is completed as early as possible.

A joint record between GIPCL & Bidder for the release of fronts/clearances and Completion dates for these fronts shall be kept for monitoring and recording completion schedule.

D. CONTRACT PRICE VARIATION

The rates shall be fixed and not subject to any price escalation due to any reasons whatsoever during entire period of contract except variation in GST if any which shall be paid against documentary evidence only. For removal of any doubts, "Contract period" shall include any agreed extension thereof.

III.DETAILED SCOPE OF WORK

16.1 Estimated Price

Not Applicable

16.2 DETAILED SCOPE OF WORK: -

- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 2 X 15 discs to ground level from height 12 m along with twin-tarantula conductor of span 34 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of suspension SRI insulator stack of 1x15 discs to ground level from height 17 m/12m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductor & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 1x15 discs to ground level from height up to 20 m, cleaning of new

insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse

- Removal & replacement of 220kV wave trap at height of 20/17m including removal & re fixing of conductor along with clamps/connectors
- Removal of line bypass isolator (all three phase) from height of 17m to ground level including removal of conductors with clamps / connectors / earthing/pipes
- Removal & Replacement of twin tarantula conductor , shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of moose conductor if found faulty during inspection at ground level, shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of shield earth wire on top of tower structure around 20m height including shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of clamps and connectors (T, PG etc.) at maximum 18 meter height as and when required
- Tightness of clamps and connectors (T, PG etc.) at maximum 18 meter height including replacement of hardware as and when required

16.3 ARRANGEMENTS TO BE MADE BY THE BIDDER

1. Bidder should make all arrangements of tools, tackles, ladders, welding machine, welding rods, gas cutting machines, cylinders, safety PPE's, wire rope, chain pulley block, D-shackles, all kind of D type and Ring type spanners set, adjustable wrench etc.
2. The workmen deputed for carrying out the work shall be properly supervised for quality of work, safety etc.
3. Intra-site transport of man & machine is in scope of Bidder. Spares, material transportation from warehouse to site & site to scrap yard/designated location.

All other facilities required to complete the work successfully, not specifically brought out in this specification, but is required for completion of work.

4. All left out material after completion of work is to be transported back to warehouse after proper reconciliation.
5. All scrap generated during restoration work should be cleared and all scrap to be shifted to designated location by GIPCL.

16.4 FACILITIES TO BE PROVIDED BY GIPCL

GIPCL shall provide the following required material:

- A. Insulator strings, Conductors, hardware, required earthing rods for earthing (We have total six earthing rods), consumables like cotton / chindi waste, anti-track paint as free issue item. However, it shall be the responsibility of the Bidder to maintain records of all the material issued by GIPCL and the location where used. The record shall be updated every day depending upon the use of the material.
- B. GIPCL shall provide power supply for the purpose of welding, fabrication and other miscellaneous works.
- C. GIPCL may provide free of cost its hydra for transportation of material from Warehouse /store / steel yard to job location only subject to availability
- D. Required isolation and height / high voltage permits.
- E. GIPCL may provide accommodation to Bidder's engineer & workman subject to availability on chargeable basis in Narmada Guest House. Food in the industrial canteen / Narmada Guest House shall also be provided on chargeable basis. . In case of non-availability of the same, bidder to arrange for the same at his own cost.
- F. GIPCL shall provide space for storage of material. However, it shall be responsibility of the Bidder to ensure the safety of his material.
- G. First aid medical facility as available shall be provided at GIPCL's OHC at nominal cost as applicable. In case of non-availability of the same, bidder to arrange for the same at his own cost.
- H. Transport for site work shall be provided by GIPCL as available. In case of non-availability of the same, bidder to arrange for the same at his own cost.

LIST OF ANNEXURES

Sr. No	Annexure	Description
1	A	---
2	B	SCHEDULE OF DEVIATION
3	C	PROFORMA BANK GUARANTEE FOR ORDER PERFORMANCE
4	D	STATUTORY COMPLIANCE OF LABOUR LAWS
5	E	PREQUALIFICATION REQUIREMENT
6	F	Schedule of Quantities and Rates
7	G	Format for Performa Certificate
8	H	Declaration cum undertaking for safety laws and regulations compliance
7	I	PRICE SCHEDULE Format
8	---	Plant Entry Gate pass Format

ANNEXURE –B

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 C

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

Ref:

Bank Guarantee No.....

Date

Bank Guarantee Cover period from To

To

M/S. GUJARAT INDUSTRIES POWER COMPANY LTD.

At & Post Nani Naroli

Taluka Mangrol

Dist. Surat

Gujarat – 394 110

Dear Sir,

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

Contd....2

(2)

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

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

Contd....3

(3)

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

Dates this.....day of20
At.....

.....
Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:

Note:

- * This sum shall be Five Percent (5%) of the Total Order Price excluding taxes and duties.
- ** The date will be the date of end of the Guarantee period as specified in the order
- + In case of foreign Bank Guarantees, the same shall be routed through their correspondent Bank in India.
- The stamp papers of appropriate value shall be purchased in the name of Guarantee issuing Bank.

ANNEXURE – D

COMPLIANCE OF LABOUR LAWS

Statutory compliance on the part of Bidder is as under:-

The Bidder shall at his own cost comply with the provision of labour laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time.

Bidder shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Disputes 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 thereunder from time to time and as amended from time to time, including, all other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the Bidder from time to time for performing the contract job.

The Bidder shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Bidder shall be employee of the Bidder.

The Bidder shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970, as amended from time to time 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.

The Bidder shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned as applicable under the Employees Provident & Miscellaneous Provisions Act, 1952, as amended from time to time 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 Bidder from GIPCL.

The Bidder shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities whenever required.

The Bidder 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., as amended from time to time, under intimation to HR & Admin. Dept.

The Bidder shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

The Bidder shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours as per applicable laws & as per applicable rates.

The Bidder shall take Employee Compensation Insurance Policy for all his employees working at SLPP. The Bidder shall indemnify the company against any liability due to any work injury or accident to any of its employees.

The Bidder 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, as amended from time to time.

If any of the persons engaged by the Bidder 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 Bidder shall replace them immediately.

The Bidder shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.

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 Bidder. The Security deposit will be released to the Bidder at the end of the contractual tenure subject to an undertaking by the Bidder 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 Bidder before the appropriate authority under the I.D. Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923, as amended from time to time and the appropriate authority has given a direction for making payment the Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

The Bidder 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.

The Bidder shall provide items / kits to his employees such as safety shoes, safety helmet, safety goggles, ear plugs, insulated hand gloves, full body safety belts etc., if any, required under the law.

The Bidder shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.

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

Annexure-E

Prequalification Requirement:

Sr. NO.	Description	Vendor Details
1	Bidder should possess minimum three years of work experience out of last five years 05 (Five) years (ending last day of the month previous to the one in which tender is invited) in working at heights in 220 KV switchyard or higher voltage rating switchyards for any maintenance / replacement job in power plants / process industries etc. Proof of same should be enclosed in the form of copies of work order executed.	
2	<p>Bidder should produce evidence of having successfully completed similar works as defined hereunder during three years out of last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works, etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:</p> <p>a. One similar completed work each costing not less than the amount equal to Rs. 3.60 Lakhs</p> <p style="text-align: center;">OR</p> <p>b. Two similar completed work each costing not less than the amount equal to Rs. 2.25 Lakhs</p> <p style="text-align: center;">OR</p> <p>c. Three similar completed work each costing not less than the amount equal to Rs. 1.80 Lakhs</p> <p>Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.</p>	
3	Bidder has to submit GST tax registration number. Copy of same should be submitted	
4	Bidder should possess valid PF Number, if applicable. Bid without proof of the same, if applicable shall be rejected.	
5	The Bidder should have average annual turnover of Rs. 1.35/- Lakhs (Rupees One Lakh Thirty Five Thousand only) for last three financial years. Bidder shall furnish annual	

	<p>audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India, for the last three financial years FY 2018-19, 2017-18, 2016-17 to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.</p> <p>The Net worth at the end of the last financial year 2018-19 should be positive and should be duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India. Where audit of accounts is not applicable to the bidder as per applicable laws of the land, due certification by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India of the said turnover for the said last three financial years will have to be done & furnished.”.</p>	
6	Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.	
7	Bidder should possess valid contractor’s electrical license and / OR electrical supervisory permit of contractor’s supervisor.	
8	Bidder should enclose PF code allotment letter along with Labour Licenses and EC Policy copies, as applicable of previous order	
9	The bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT/GST Reg. no. of the firm, as applicable. Self attested copies of the same to be submitted.	
10	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.	
11	<p>Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure / Form attached</p> <p>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.</p> <p>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 / Bidder 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 / Bidder shall be recovered from the pending bills or any other dues payable to the Bidder / Bidder, if any or otherwise through any other recourse available under the Laws.</p>	

Annexure-F:

Schedule of Quantities

SR.	Item description	UOM	Quantity	Unit rate	Total Value without GST
NO.				in Rs.	in Rs.
1	Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 2 X 15 discs to ground level from height 12 m along with twin-tarantula conductor of span 34 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse	Nos.	15		
2	Removal of porcelain insulator stack & re fixing of suspension SRI insulator stack of 1x15 discs to ground level from height 17 m/12m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductor & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse	Nos.	35		
3	Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 1x15 discs to ground level from height up to 20 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse	Nos.	20		
4	Removal & replacement of 220kV wave trap at height of 20/17m including removal & re fixing of conductor along with clamps/connectors	Nos.	3		

5	Removal of line bypass isolator (all three phase) from height of 17m to ground level including removal of conductors with clamps / connectors / earthing/pipes	Nos.	3		
6	Removal & Replacement of twin tarantula conductor , shifting of conductor and other scrap if any to GIPCL warehouse	meter	150		
7	Removal & Replacement of moose conductor if found faulty during inspection at ground level, shifting of conductor and other scrap if any to GIPCL warehouse	meter	200		
8	Removal & Replacement of shield earth wire on top of tower structure around 20m height including shifting of conductor and other scrap if any to GIPCL warehouse	meter	150		
9	Removal & Replacement of clamps and connectors (T, PG etc.) at maximum 18 meter height as and when required	Nos.	100		
10	Tightness of clamps and connectors (T, PG etc.) at maximum 18 meter height including replacement of hardware as and when required	Nos.	250		
11	Per visit Mobilization / demobilization charges of man power with tools & tackles (minimum 10-12 nos. of man power) on emergency cases within 4-5 hours from verbal intimation	Nos.	10		
12	Per visit Mobilization / demobilization charges of man power with tools & tackles (minimum 10-12 nos. of man power) on normal cases within 2-3 days from intimation through email	Nos.	10		
13	Per man day rate for supply of Skilled Labour having experience of working at height in 220kV switchyard for undefined job in such case required unskilled labours shall be in GIPCL SLPP Scope	Nos.	25		
Total in Rs. excluding GST					

Note: The above rates are inclusive of all supervision / labour cost, tools, tackles, safety PPE, all taxes (excluding GST).

Rates will be firm for entire contract period including any agreed extension thereof. For removal of any doubts, "Contract period" shall include any agreed extension thereof.

All the items may not be executed during contract period. The contract is purely based on as need arises at site.

ANNEXURE-G

PROFORMA 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 – 394112 (Gujarat).

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

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

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

For, M/S. _____

Signature, Stamp and date.

ANNEXURE- H

(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

(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