

**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**

SURAT LIGNITE POWER PLANT - 4X125 MW, UNIT # I TO IV

**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF
BAG FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”**

Bid No: SLPP/MECH/BLR/BMS/BFS/2022



INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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NOTE: All the Bidders should study entire Tender documents carefully & may carry out Plant visit before quoting & submitting their online Bid to understand scope of work and its importance.



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NOTICE INVITING TENDER (NIT)

TENDER NO.: SLPP/MECH/BLR/BMS/BFS/2022	
TENDER FOR: “ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”	
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394112 (Gujarat).
Quantity	The successful lowest bidder will be awarded this contract, involving total quantities of various items as mentioned against item descriptions in Price Schedule (Annexure-A).
Contract period	One year from the date of issue of work order
Tender Fee	Rs. 2950.00 (Rupees Two Thousand Nine Hundred and Fifty only, non refundable, including applicable GST) by way of RTGS/Online mode as per details mentioned in this tender in subsequent clauses.
EMD	Rs. 17000.00 (Rupees Seventeen Thousand only) by way of Demand Draft/RTGS/Online mode or Bank Guarantee as per details mentioned in this tender in subsequent clauses.
Availability of online e-Tender document	On website: http://etender.gipcl.com
Downloading of online tender document from websites	24.01.2022 to 28.02.2022 up to 17:30 Hours.
Last date of online submission of Bid	07.03.2022 up to 17:30 hrs. on website: https://etender.gipcl.com/
Details of EMD & tender Fees and other supporting documents for technical Bid in physical form.	Details of EMD & tender Fees and other documents to be submitted in physical form at least two hours before due date during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.



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3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <http://etender.gipcl.com/>
5. Details of EMD paid by RTGS or by online mode or EMD in physical form by way of DD or BG, as applicable and details of Tender fees paid by RTGS or by online mode with other supporting documents to be submitted in physical form or by e-mail at the following address:-

General Manager (SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli, Taluka: Mangrol,

Dist.: Surat - 394 110, Gujarat.

Phone: (02629) 261063-72.

E-Mail: mkvelu@gipcl.com



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**SECTION-A
INSTRUCTIONS TO BIDDERS**

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.4 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project ; a 145 MW gas based combined cycle power plant in 1992 at Vadodara. It expanded its capacity 165 MW Naptha and gas based Combined Cycle Power Plant at Vadodara in 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

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.

It commissioned 5 MW solar power station at SLPP in 2012. Also, GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

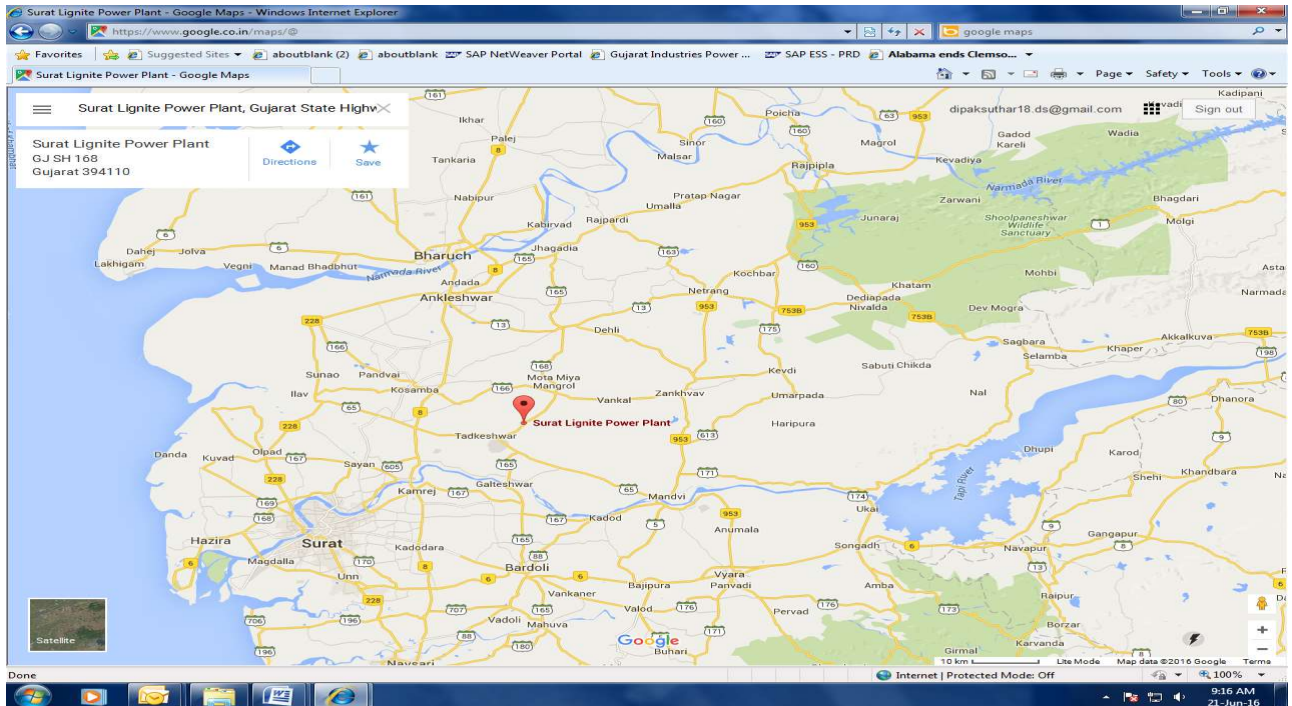
GIPCL has successfully commissioned a 2 x 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

GIPCL is presently executing a 100 MW Solar PV project at the Raghnesda Solar Park, Gujarat.

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.



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The Company intends to award Contract for “Engineering, Design, Supply And Erection & Commissioning of Bag Filter System in Bed Material Silo of Unit-1 Boiler” and is therefore inviting tenders, online through GIPCL- E-Portal from experienced & resourceful contractors.

2. SCOPE OF WORK

The scope of work broadly covers following activities:

a) **Supply:**

This shall include the Engineering, Design, Manufacturing (relevant General Arrangement shall be submitted for GIPCL’s approval) and Supply (including Freight charges up to GIPCL – SLPP site) of the Vent bag filter System including mandatory Instruments & controls and accessories required and spares required for commissioning of the bag filter system.

b) **Erection and commissioning including Supervision / Performance Guarantee Test:**

Deployment of Skilled Manpower by vendor for Dismantling of old system /Erection & commissioning of the complete supplied new vent bag filter system with necessary venting arrangements as per the approved GA/DA layouts. Supervision, considering the deputation of Expert representative for the successful erection, testing and commissioning of the supplied vent bag filter system. **The Performance shall have to be proved for the proper and sufficient venting without pressurization of the Bed material Bunker.**

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c) General requirements:

1. Bidders Need to *Visit site for detailed Engineering & Design*. There is space constraint. So, design should be compact and to be installed in available space.

Details which will be considered for design:

- Technical specification or requirement is given in Section-E.
- Bed Material Silo Size: Approx 11.6x4x4 (HxLxW in m)
- Bed Material Silo Top Size: 4 mtr x 4mtr
- Existing Bag Filter Compartment size: 1740 x 1020 x 1080 mm (HxLxW)
- Bunker top to Cross over Duct Height: 2750 mm
- Bag Filter Vent system should be designed looking into above constraint.
- Bag filter surface area may be increased by increasing in compartment length by approx 1500 mm.
- Compartments design should be easy for installation and feasibility to be checked during site visit.
- Bidders need to visit the site for more clarification and study of feasibility for installation. Design Bag Filter Vent System must be compact size so that it can be installed on existing bunker top.



Bed Material Silo-top view



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2. List of drawings and documents to be submitted for review, approval and information.
3. Drawing of the Bag Filter System arrangements with Bill of Material, materials of construction, list of mandatory spare and manufacturing standard.
4. Catalogues, data sheets and drawings for instruments.
5. Operation and maintenance manual.
6. Vendor shall depute Engineer for Erection, commissioning and Performance Testing of System and for providing Training to our Engineers/Operators regarding Operation and Maintenance of the System.
7. Instruction Books -instruction book for the guidance of the user, including, both operating and normal maintenance procedure shall be supplied.

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 & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the rates, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.



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- 3.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

It is prerequisite and necessary for all interested bidders to visit the site/plant (SLPP) after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account. The bidders shall examine the site of works and its surroundings at his own responsibility. The bidders shall collect 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.

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

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

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



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

5. ELIGIBILITY CRITERIA

The following criteria are proposed for evaluating and qualifying the bid:

1. Bidder should possess minimum **Three years** of experience **during last five years ending with the month previous to the month in which tender is published**, in similar nature of jobs like Engineering, Design, Manufacture, supply, Supervision, erection and commissioning of Bag Filter System with proper venting arrangement and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
2. Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during 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 self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
 - a) **One similar/identical completed work each costing not less than the amount equal to Rs. 15.42 Lakh.**
OR
 - b) **Two similar/identical completed works each costing not less than the amount equal to Rs. 9.64 Lakh.**
OR



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c) Three similar/identical completed works each costing not less than the amount equal to Rs. 7.71 Lakh.

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

3. Tender fee: The tender fee Rs. 2950.00 (Rupees Two Thousand Nine Hundred and Fifty only, non refundable, including applicable GST) by way of RTGS/Online mode as per details mentioned in this tender in subsequent clauses.
4. EMD: The EMD of Rs. 17000.00 (Rupees Seventeen Thousand only) by way of DD/RTGS/Online mode or IRREVOCABLE Bank Guarantee as per details mentioned in this tender in subsequent clauses.
5. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
6. Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
7. Bidder should have average annual turnover of **5.78 Lakh** during last three financial years **i.e. 2020-2021, 2019-20 & 2018-19**. Bidder shall furnish annual duly audited financial statement certified by / from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.
Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
8. The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.
9. The net worth of the bidder should be positive as evidenced from audited accounts of last financial year i.e. FY 2020-21.
10. In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
11. If Bidder or its Partner(s) or Director(s) is /are/was 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 may be liable to be rejected. Bidder



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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. Bidder shall have to submit “Declaration for Contractual Litigations” as amended in Annexure-G /Form attached.

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

- If any Major 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.
- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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

13. Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labor deployment, associated risk, surrounding etc.

NOTE:-In the event bidder fails to submit work completion/work execution certificate as a part of pre qualification criteria (as mentioned above in point no 01), in that case user dept shall verify necessary credential for accepting/rejecting bidder and shall put up for further process.

6. **LANGUAGE OF BID**

The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and the Company, shall be written in the English language.



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Any printed literature furnished by the Bidder, written in another language shall be accompanied by an English translation for the purpose of interpretation of the Bid.

7. TENDER FEES & EARNEST MONEY DEPOSIT

7.1 The tender of fee Rs. 2950.00 (Rupees Two Thousand Nine Hundred and Fifty only, non refundable, including applicable GST) by way of RTGS/Online mode only.

7.2 An EMD of Rs.17,000/- (Rupees Seventeen Thousand only) shall be by way of DD/RTGS/Online mode or irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Proformaa of BG enclosed with this e-tender.

Alternatively, The EMD & Tender Fee may also be submitted through RTGS/online mode of payment by the bidders as per the details given below:-

BANK NAME: - State Bank of India

BRANCH: - Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat.

Pin-394 110

IFSC CODE: - SBIN0013423

BENEFICIARY NAME: Gujarat Industries Power Company Limited

A/C No. - 33514692834

For details for online payment refer Annexure-H.

7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.

7.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.

7.5 The earnest money deposit will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.

7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.

7.7 No interest shall be payable on EMD.

7.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.



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7.9 SCHEDULE OF EMD :

Details of EMD paid by RTGS or by online mode or EMD in physical form by way of DD or BG, as applicable and details of Tender fees paid by RTGS or by online mode with other supporting documents duly signed to be submitted in physical form or by e-mail, at least two hours before due date during office hours at the following address:-	Address for Submission: General Manager - SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax : (02629) 261073 / 261074
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8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the GIPCL e-tendering system within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

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

(a) Pre qualification and 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. Schedule of deviation (Annexure-E) Technical as well as commercial, if any.

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

- 1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
- 2. Proof for the three years of experience of similar nature of work like attested copies of work orders along with work completion certificates from clients as stated at clause 6, sub pt.1 above.
- 3. Evidence of having experience of successfully executed similar /identical works for during last five years from as stated at clause 6, sub pt.2 above.
- 4. Annual audited financial statement duly certified by certified by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India for the last three financial years **i.e. 2020-2021, 2019-20 & 2018-19**, as stated at clause 6, sub pt. 3 above.
- 5. Performance certificate issued by clients.
- 6. PAN Number.



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7. GST registration number/certificate copy.

(b) Price Bid:

1. Price Bid shall be submitted only in soft form on GPCL e- tendering system.

GST shall be quoted separately if applicable.

Note: Estimate includes cost of all manpower, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc.

2. Goods & Service tax shall be paid extra at actual as per prevailing rates if quoted as declared by Central Government on submission of documentary evidence.
3. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
4. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

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

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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



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10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

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

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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



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13. EVALUATION & COMPARISON OF BIDS

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

14. RIGHT OF REJECTION OF TENDERS

- 14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 14.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.



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15 AWARD OF CONTRACT

- 15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason with a notice period of 15 days.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors.

16 CONTRACT PERIOD & COMPLETION PERIOD

16.1 The contract will be for a period of **one year** from the issue of Work Order.

Supply of bag filter system complete in all respect must be within three months from issue of work order. Erection and commissioning to be completed within one month from the materials received at GIPCL-SLPP site or work front given by GIPCL.

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

16.2 GIPCL reserves the right to extend the Contract **Period up to 3 months** on the same rates and terms and conditions and without entering into any new contract.

17 ASSIGNMENT AND SUB-LETTING

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

18 CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower like technician, helper, rigger, welders, cutter, electrician, store keeper etc.



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- (iii) The Contractor shall depute workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and Security check for all the workmen/labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily maintenance job. They have to maintain daily job register dully signed for the works carried out and duly certified by engineer in charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of engineer in charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges & the same will be recovered from the Contractor's bill.
- (x) During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.
- (xi) During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of maintenance work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on job rate basis only. The work during the overhauling



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period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in two shifts with Independent manpower. Contractor should not continue the same manpower more than 12 hours.

B: TOOLS & TACKLES

1. All tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition All the required tools & tackles, HP water jet machine, nozzles, consumables, safety gadgets, special tools, lifting tools, scaffolding materials, fire hoses and its nozzle & connections, electrical cables and other special tools required for completion of the job.
2. In case of breakdown of equipment, the contractor should work round the clock for putting back the equipment in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
1. Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp. for other area ensuring safety at work place
2. 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. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.
3. All new replacements whether spare parts or any other, shall be inspected and approved by GIPCL Engineer in charge before it is actually put in use. It shall be the contractor's/supervisor's responsibility to ensure this without failure.
4. The Contractor must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately after completion of works 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 risk and cost of Contractor with 10% of overhead charges, plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws and it will be deducted from the RA bill.
5. Insulation scrape materials like glass wool, ceramic wool etc. should be collected in gunny bags with proper care and then disposed off at a suitable location as per the instruction of engineer in charge.
6. It is the responsibility of site in-charge to segregate and remove the scrap from site. Work will be certified by Engineer in Charge only after removal of scrap to the scrap yard.



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19 CLARIFICATION OF BIDDING DOCUMENTS

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

20 TIME SCHEDULE

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

21 UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

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

22 PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only.

23 POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the tender.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the vendor.

Note: Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation of e-tender due to probable technical problem in e-tender system.



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24 PRICE AND QUANTITY

Price quoted by the bidder should be firm and no price increase will be allowed to the supplier. The Bidder should quote price on free delivery at GIPCL-SLPP Plant on door delivery basis. Prices will be inclusive of inspection, packing and forwarding, transportation, transit Insurance, Octroi, Stacking, Loading/unloading and any other charges (i.e. RTO registration, first year insurance, PUC) etc. However applicable Excise Duty, Sales Tax etc shall be paid extra at actual.



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SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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

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SECTION-C

GENERAL CONDITIONS OF CONTRACT

1) CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security / IRREVOCABLE Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited of an equivalent amount of ten percent (10%) of of the “Annual Contract Price excluding GST”} from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in SECTION-F as Annexure-D, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty one days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to retention period of four months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

GIPCL reserves the right to forfeit Performance Bank Guarantee (PBG)/Contract security deposit.

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

Bid security/EMD should be refunded to the successful bidder on receipt of Performance Security.

2) RECOVERY CLAUSE

(i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

(ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL, plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.

3) DEDUCTIONS FROM CONTRACT PRICE

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



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4) TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional **10%** overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

5) FAILURE & TERMINATION

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional **10%** overhead charges of GIPCL plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.



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6) SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act-1996, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

7) INTERPRETATION OF CLAUSE

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

8) EMPLOYEE’S COMPENSATION INSURANCE

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.

9) STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute



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Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, The Arbitration And Conciliation (Amendment) Act 2019, Order and Notifications issued/made there under from time to time.

2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
 - 2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 2.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 2.4 The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
 - 2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 2.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - 2.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 2.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen’s Compensation Act, 1923.
 - 2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
 - 2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.



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- 2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen’s Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of ‘Wages Act’, Minimum Wages Act’, Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22 All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
- 2.23 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.



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2.24 Annual Health Check Up:- As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department.

b. LEGAL ASPECTS

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

10) PAYMENT OF WAGES

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

11) ACCIDENT TO WORKMEN

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



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12) LIGHTING

Necessary illumination at works area will be provided by GIPCL.

13) NIGHT/SUNDAY/HOLIDAY SHIFT

The contractor shall depute qualified and adequate resources in night shift/Sunday/holidays for any emergency job, which may come up at night/Sunday/holiday.

14) SAFETY ASPECT

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

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

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

15) GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as:-



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Helmet:

Sr. No.	Model	Company	Specifications
01.	Tough Hat, HP-TH	Sure Safety	IS : 2925 – 1984, ANSI / ISEA Z89.1-2009
02.	V-Gard	MSA	
03.	PN 521 - Shelmet	Karam	

Safety shoes:

Sr. No.	Model	Company	Specifications
01.	Acme Fabrik plast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) – Double Density	
03.	Worktoes Warren	Worktoes - Warren Plus	

- Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
- It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
- Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
- The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
- If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL, plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.



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10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site incharge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.



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20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor’s nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without shoes, dust mask, gloves, safety goggles etc.	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidence, per incidence Rs. 2,500/- • Continuous unsafe acts will disqualify the Contractor from further participation in tender of/contract with GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters.	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc.	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times	<ul style="list-style-type: none"> • Suspend the entry gate pass for one week. • After two suspensions his gate pass will be cancelled.

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



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16) REJECTION OF WORK:

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

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

17) GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute Location/Package wise full time independent experienced site-in-charge and two nos. of independent site supervisors at site (Defined by user department in respective tender). They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.



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- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- i. Contractor shall mobilize the resources as per need within the period of twenty four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- l. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor 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.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the “Act”) and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small



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Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.

- s. 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.
- t. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.
- u. All laws, rules, regulations, notifications etc stated in this tender document, as amended from time to time shall be applicable. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly.

30) CONTRACTOR’S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handling of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. Such in-charge shall be constantly in attendance at the site during working hours. During CONTRACTOR’S supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the ENGINEER / GIPCL and shall be received and obeyed by the CONTRACTOR’S superintendent or Foreman who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the ENGINEER /GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the ENGINEER / GIPCL to him, shall be deemed to have been given to the CONTRACTOR. The representative of the CONTRACTOR shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.

None of the CONTRACTOR’S Superintendents, engineers, supervisors or labour should be withdrawn from the work without due notice being given to the GIPCL / ENGINEER; further no such withdrawals shall be made if in the opinion of the GIPCL / ENGINEER such withdrawals will jeopardize the required pace of progress / successful completion of the work.

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

Neither the CONTRACTOR and the PURCHASER nor the ENGINEER shall hire or employ any employee of the other party except by mutual consent.



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31) CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP.

All loose materials, wastage, packing materials, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He shall tear down and dispose of all temporary works, shall remove or grade, to the extent directed, all plant and equipment, shall satisfactorily dispose off all rubbish resulting from the operations under this contract and shall do all work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under this contract.

32) FACILITIES TO BE PROVIDED BY GIPCL

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

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. Lodging & boarding will be provided at GIPCL Township on chargeable basis at discretion of GIPCL if available.
- c. Local conveyance to be arranged by contractor.
- d. Workshop facility as available at site only. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
- e. First aid facilities as available at OHC on chargeable basis.

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

33) 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.



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34) INDEMNITY

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

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

35) GOVERNING LAW AND JURISDICTION

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

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



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SECTION – D

(Special Conditions of Contract)

1. DETAIL SCOPE OF WORK

The scope of work broadly covers following activities:

a) Supply:

This shall include the Engineering, Design, Manufacturing (relevant General Arrangement shall be submitted for GIPCL’s approval) and Supply (including Freight charges up to GIPCL – SLPP site) of the Vent bag filter System including mandatory Instruments & controls and accessories required and spares required for commissioning of the bag filter system.

b) Erection and commissioning including Supervision / Performance Guarantee Test:

Deployment of Skilled Manpower by vendor for Dismantling of old system /Erection & commissioning of the complete supplied new vent bag filter system with necessary venting arrangements as per the approved GA/DA layouts. Supervision, considering the deputation of Expert representative for the successful erection, testing and commissioning of the supplied vent bag filter system. **The Performance shall have to be proved for the proper and sufficient venting without pressurization of the Bed material Bunker.**

c) General requirements:

1. Bidders Need to *Visit site for detailed Engineering & Design*. There is space constraint. So, design should be compact and to be installed in available space.

Details which will be considered for design:

- Technical specification or requirement is given in below point 1.1.
- Bed Material Silo Size: Approx 11.6x4x4 (HxLxW in m)
- Bed Material Silo Top Size: 4 mtr x 4mtr
- Existing Bag Filter Compartment size: 1740 x 1020 x 1080 mm (HxLxW)
- Bunker top to Cross over Duct Height: 2750 mm
- Compartments design should be easy for installation and feasibility to be checked during site visit.
- Bag Filter Vent system should be designed looking into above constraint.

Bag filter surface area may be increased by increasing in compartment length by approx 1500 mm.

- Bidders need to visit the site for more clarification and study of feasibility for installation. Design Bag Filter Vent System must be compact size so that it can be installed on existing bunker top.

“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022



Bed Material Silo-top view

2. List of drawings and documents to be submitted for review, approval and information.
3. Drawing of the Bag Filter System arrangements along with Bill of Material, materials of construction, list of mandatory spare and manufacturing standard.
4. Catalogues, data sheets and drawings for instruments.
5. Operation and maintenance manual.
6. Vendor shall depute Engineer for Erection, commissioning and Performance Testing of System and for providing Training to our Engineers/Operators regarding Operation and Maintenance of the System.
7. Instruction Books -instruction book for the guidance of the user, including, both operating and normal maintenance procedure shall be supplied.



“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022

1.1 SPECIFIC REQUIREMENT

TECHNICAL DETAILS FOR VENT BAG FILTER ARRANGEMENT

GUJARAT INDUSTRIES POWER COMPANY LIMITED			
Surat Lignite Power Plant			
Sr. No.	ITEM	UNIT	DESCRIPTION
1	General/Arrangement		
	Location/Mounting		On top of Bed material Bunker (at elevation of 43 Meter)
	Type		Compact and to be mounted on space available
	Quantity	No.	1 set on each bunker
	Bunker Size	HXLXW in m	11.6x4x4
	Application		De Dusting
	Volumetric Flow (Capacity)	m ³ /hr	7877
	Existing Dust Extraction Fan capacity	m ³ /hr	1860
2	Details of Dust Air		
	Dust Material		Air + Ash particles (Dry Dust)
	Dust Properties	Abrasiveness	Abrasive in nature
	Bulk Density of Dust	Kg/m ³	1200
	Dust Concentration in the gas at inlet of Bag Filter	gm/m ³	100
	Gas Composition at inlet of Bag filter (on V/V basis)		4.15:1 (Ash to Air)
	Gas Temperature	°C	175
3	Performance Data Shall be		
	Guaranteed Dust Emission at Outlet of Bag Filter	mg/Nm ³	<30
	Guaranteed Pressure Drop Across Bag Filter	mm WC	150

Note:

1. The bidder are strictly advised to visit the site before bidding, to have satisfied himself to the working conditions at site surrounding and ascertain the scope of work and ground situation and the assessment of risk associated with the work, whether apparent or inherent to the nature of the work involved, in the execution of the work enumerated in the scope of work.



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
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2. Bag Filter venting system must be compact in design so that it could be mounted in space available.
3. Further any data required for the design of bag filter system will be provided during site visit.

1.2 FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty four hours notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 10% overhead charges. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

1.3 DISPOSAL OF MATERIAL

Scraps generated after work to be shifted to scrap yard as per GIPCL E-I-C.

1.4 SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
5. The contractor has to arrange JCB, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc...

1.5 TO REMEDY DEFECTIVE WORK



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the ENGINEER / GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

The CONTRACTOR shall remain liable under the provisions of this clause notwithstanding the passing by the GIPCL of any certificate, final or otherwise or the passing of any accounts.

2. PRICE & RATES

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc...

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in prices, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for labor, machinery, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work by contractor or due to non-availability of work front by GIPCL or any reason whatsoever.

The price/rate quoted by CONTRACTOR shall be considering mobilization of all required manpower, tools & tackles, materials, equipment for timely and satisfactory completion of all scope of work.

The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL representatives.

3. GOODS AND SERVICE TAX



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

GST shall be paid extra at actual, Bidder shall clearly state in their bid whether prices are exclusive of GST or inclusive of GST. In absence of any clarification, it will be construed that quoted price are inclusive of GST.

4. PRE- DISPATCH INSPECTION

Bidder shall give pre dispatch inspection notice for deputing GIPCL Executive for Inspection.

5. DELIVERY

Bidder should supply bag filter system along with all spares/accessories required **within 03 months** time from the date of receipt of LOI/Purchase Order from GIPCL or approved drawing.

Also any cost, charges or expenses which GIPCL may have paid for which, under the contract, you are liable, will be claimed by GIPCL. All such claims shall be debited/recovered from your bill/amount due. Material should be directly delivered to GIPCL-SLPP from your works. Delivery is the essence of the contract and if the delivery is not made as stipulated, GIPCL shall be at liberty to procure the material at Bidder's risk and cost and if hereby any extra expenditure is involved, the same will be debited to Bidder's account. If GIPCL is unable to procure the material from other source in time and if GIPCL suffers any consequential loss, Bidder will have to bear the same. GIPCL in that case will forfeit Security Deposit paid and can lodge claim against party for damage incurred.

6. TEST CERTIFICATE

Bidder shall furnish all test certificates and relevant legal documents along with supply.

7. CONTRACT PERIOD

7.1 The contract will be for a period of **one year** from the issue of Work Order.

- a. **Supply of bag filter system complete in all respect must be within three months from issue of work order. Erection and commissioning to be completed within one month from the materials received at GIPCL-SLPP site or work front given by GIPCL.**
- b. In case of delay in executing the contract by contractor, GIPCL reserves the right to engage another contractor and complete the balance job at the risk and cost of the contractor.

7.2 GIPCL reserves the right to extend the Contract **Period up to 3 months** on the same rates and terms and conditions and without entering into any new contract.

8. TERMS OF PAYMENT



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

A. Conditions of Payment:

The payment shall be made within 21 days on receipt of the invoice complete in all respects and with all the said documents as per the following terms of payment:

- (i) 80% payment of the order value of the supplied materials shall be made 21 after receipt of materials at site, submission of PBG & invoice along with Challan along with 100% taxes shall be released against the supplied items duly certified by GIPCL. Income Tax (IT) will be deducted at source from bills as per the rules in force.
- (ii) The payment of remaining 20 % of supplied items will be released after successful erection and commissioning and satisfactory performance of the system.
- (iii) 100 % payment of erection and commissioning charges along with taxes shall be made after successful erection and commissioning of the system, duly certified by GIPCL E-I-C within 30 days of receipt of complete invoice.
- (iv) GST shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) The vendor shall also mention on their invoice the applicable 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, one time, to that effect by the vendor. Citing **GIPCL GST no. (i.e. 24AAACG7277Q1Z0)** along with Bidder GST registration no. and the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 1. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
 2. Security deposit recoverable if any.
 3. Advance on materials / work progress advance payments, if any.
 4. LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
 5. Any other dues recoverable by GIPCL from the contractor under the contract.

B. Validity and Uniformity of Rates

The rates shall be valid for a period of 06 months of the Contract Period & for any agreed extensions thereof and shall remain unaltered during Contract Period & during any agreed extensions thereof.



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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9. LOSS AND DAMAGES

Any loss or damages and deterioration to the material in transit shall be at the cost of the suppliers. It shall be at the discretion of the GIPCL to reject the damaged or spoilt material, if so noticed.

10. APPROVAL

The Material supplied will be subject to GIPCL approval and inspection at GIPCL-SLPP premises. Our decision for acceptance or rejection of the goods will be final and binding on you.

11. TRANSIT INSURANCE

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery to destination. Insurance is to be provided by the supplier at his cost.

12. QUANTITY OF SUPPLIED MATERIAL:

Quantity recorded at GIPCL-SLPP will be taken as the basis of payment.

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

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

(i) **MOM/Protocol of work done** duly signed by authorized representative of contractor and GIPCL Engineer.

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

14. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 7 days from the time the intimation given by GIPCL on receiving the Bag filter System.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.



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15. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the contractor are as given in the Section-E (Schedule of Quantity). Estimated and shall vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of labors along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

In case, contract quantity/amount exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of entire contract period. Contractor shall responsible to complete the particular job up to entire satisfaction of Engineer-in-charge. The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Plant requirement.

16. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract (Section-C) and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same.

Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.



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**SECTION – F
ANNEXURE-A
(Schedule of Quantities and Rates)**

Sr. No.	Description of work	Qty	UO M	Unit Rate in Rs.	Total price in Rs.
1	Design, Engineering, Manufacturing and Supply (including Freight charges up to GIPCL – SLPP site - packing & forwarding, transit insurance, Octroi) of Bag Filter System with necessary instruments, accessories etc and mandatory spares for commissioning.	1	Set	To be submitted online	To be submitted online
2	Lump sum charges for Erection & commissioning including mobilization, supervision considering the deputation of Expert representative for the successful commissioning & testing including to & fro charges, lodging and boarding at site and local conveyance	1	No.	To be submitted online	To be submitted online
3	Sub Total (Sum of Sr. No. 1&2)				
4	GST @18% on Sr. No. 3				
5	Grand Total (Sum of Sr. No. 3&4)				

Note:

1. Price bid shall be submitted in soft form only through **GIPCL e- portal**. **GST shall be quoted separately if applicable. Hard copy of price bid shall not be considered/ accepted.**
2. The price shall be (including Freight charges up to GIPCL – SLPP site - packing & forwarding, transit insurance, Octroi) of Bag Filter System with necessary instruments, accessories, mandatory spares for commissioning and Erection & commissioning including mobilization, supervision considering the deputation of Expert representative for the successful commissioning & testing including to & fro charges, lodging and boarding at site and local conveyance.
3. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. GST shall be quoted separately if applicable.
4. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.
5. Payment shall be made on actual quantity executed.
The prices quoted are firm throughout the contract period and will not subject to any variation whatsoever.

COMPANY SEAL

SIGNATURE



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-B
PROFORMAA 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 measurements certified in final bill are full and final. We accept all the certified measurements and no claim related to the measurement is left.
2. The payment certified in that or above referred 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 labors, Provident Fund, etc.. and confirm that all liabilities of settlements of disputes and their payment is our responsibility.



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

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-C

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To,
M/s. GUJARAT INDUSTRIES POWER COMPANY LIMITED
At & Post: Nani Naroli
Taluka: Mangrol
District: Surat

Pin code: 394 110

Dear Sirs,
In accordance with your “Invitation for Bids” under your Specification No.....
dated.....M/s.....
.....having its Registered /Head office at

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

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

We, the Bank at having
our Head Office at (local address) Guarantee and undertake to pay
immediately on written demand by Gujarat Industries Power Company Limited (hereinafter
called the “Purchaser”) (In figures) (In words)
..... without any reservation, protest, demur and recourse.
Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective
of any dispute or difference raised by the bidder. It shall be conclusive and enough for
enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating
only that the default has been committed by the bidder, thus far and no further.



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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This Guarantee shall be irrevocable and shall remain valid up to if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from On whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this Day of 20 at

.....
(Signature)

.....
(Name)

Designation with Bank stamp:

Attorney as per Power of
Attorney No.
Dated

Notes:

1. The stamp papers of appropriate value shall be purchased in the Name of Guarantee Issuing Bank.
2. Bank Guarantee for EMD Validity period shall be 180 days.



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

ANNEXURE – D

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
District: Surat
Pin code- 394 110
Gujarat

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s.....having its Registered Office/Principal Office at (address) (hereinafter referred to as the “CONTRACTOR” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser’s Letter of Intent No.....dated.....and same having been unequivocally accepted by the CONTRACTOR datedvalued atfor (scope of order)and the contractor having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warranty period of Months under the said LOI/Order equivalent to.....* (Percent) of the said value of the order to the purchaser (Name & address of Bank) Having its Head Office at (hereinafter referred to as the “Bank” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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CONTRACTOR 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 CONTRACTOR. Any such demand made by the
Purchaser on the bank shall be conclusive and binding notwithstanding any difference between
the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal,
Arbitrator or any other Authority.

It shall be conclusive and enough for enforcement of the BANK GUARANTEE on the bank if
GUJARAT INDUSTRIES POWER COMPANY LIMITED invokes the BANK GUARANTEE
stating only that the default has been committed by the contractor, thus far and no further. The
bank undertakes not to revoke this guarantee during its currency without previous written
consent of the purchaser and continue to be enforceable till the Purchaser discharges this
guarantee.

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted
to Rs..... and it shall remain in force up to the including
.....unless 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



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

At.....

.....
Signature

Banker's rubber stamp:

Name

Designation with Bank stamp:

Attorney as per power of
Attorney No.

Dated:

Note:

* This sum shall be **Ten Percent (10%)** of the Order Price, excluding GST/taxes.

** The date will be the date of end of the Warranty 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.



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

ANNEXURE – E

**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



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
FILTER SYSTEM IN BED MATERIAL SILO OF UNIT-1 BOILER”
Bid No: SLPP/MECH/BLR/BMS/BFS/2022**

ANNEXURE- F

(To be submitted on Company's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE- G

(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.

Authorized Signatory
Of the Bidder

Signed and Stamped by the



**“TENDER FOR ENGINEERING, DESIGN, SUPPLY AND ERECTION & COMMISSIONING OF BAG
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ANNEXURE-H

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/SD/TENDER FEE

1. For making online payment, first go to the website: www.gipcl.com

2. Then, click on the caption/link as can see like:

“Click here for Making Online Payment of Advance for Ash, DM water etc.”

(The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “ Payment Form” given below the sign in option.

4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

If the some required fields are not known/available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

Note: Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Deptt. or Concerned Person , so that the vendor can be identified. The same party code may be used for future transactions also.

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.

By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

Important Note: Please note that for making online payment through the above gateway, the charges* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

Payment Mode	Charges
Net Banking	Rs.9 + GST
Debit Card	NIL
Credit Card	0.75% + GST
International Card	3.00% + GST
UPI	NIL



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ANNEXURE-I

(To be read with Eligibility criteria, Clause no. 5 of section-A – Instructions to Bidder)

Eligibility criteria:

Sr. No.	Eligibility Criteria [in line with clause-5 of section-A]	Year	Rs. In Lacs	Details	Supporting Documents attached.
1	Bidder should possess minimum Three years of experience during last five years in similar nature of jobs like Engineering, Design, Manufacture, supply, Supervision, erection and commissioning of Bag Filter System with proper venting arrangement and should enclose proof of the same.	2016-17			
		2017-18			
		2018-19			
		2019-20			
		2020-21			
2	Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years The experience should be either of the following: One similar/identical completed work each costing not less than the amount equal to Rs. 15.42 Lacs. OR Two similar/identical completed works each costing not less than the amount equal to Rs. 9.64 Lacs. OR Three similar/identical completed works each costing not less than the amount equal to Rs. 7.71 Lacs.	2016-17			
		2017-18			
		2018-19			
		2019-20			
		2020-21			
3	Tender fee: The tender fee shall be given by way of RTGS/Online mode.				
4	EMD: The EMD shall be given by way of RTGS/Online mode or DD/Bank Guarantee.				
5	Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.				
6	Attested copies of relevant documents duly signed & seal on each & every page shall be submitted.				



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7	Bidder should have average annual turnover of 5.78 Lakh during last three financial years i.e. 2020-21, 2019-20 & 2018-19 . Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company.				
8	The Bidder has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.				
9	The net worth of the bidder should be positive as evidenced from audited accounts of last financial year.				
10	In case Bidder is Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.				
11	If Bidder or its Partner(s) or Director(s) is /are/was 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 may 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. Bidder shall have to submit “Declaration for Contractual Litigations” as amended in Annexure / Form attached.				
12	Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Annexure / Form attached.				



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13	Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipments, tools & tackles, labor deployment, associated risk, surrounding etc.				
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