GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

e- TENDER DOCUMENT
FOR

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

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

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LIGNITE POWER PLANT

TENDER NOTICE

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

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

Place of work	GIPCL-SLPP, at Village Nani Naroli, Taluka – Mangrol, Dist. –Surat-394110.
Description of work	***NEED BASED MAINTENANCE OF 220 KV SWITCHYARD***
Contract Period	Prices shall be valid for Two year from the award of contract
EMD	Nil
Cost of tender document / tender fee	Nil
Downloading and filling of tender documents online from websites	21th January 2023
Last date of submission of offer On line	10th February 2023 up to 17:00 Hrs.
Submission of supporting documents in physical form at address given in tender	On or before 10th February 2023 up to 17:00 hrs.
Date of opening of Price bid	Price bid will be opened after technical bid evaluation.

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by GIPCL during the period of publication of tender in the web site. The bidders are required to visit the web site regularly till the last date of bid submission

2. *GIPCL reserves the right to reject any or all the tenders or to split the work among the bidders without assigning any reason thereof.*
3. The bidder is advised to visit the site after downloading the tender copy from **http://etender.gipcl.com** to study the actual working conditions, before submitting their offer. The bidders shall examine the site of works and its surroundings and obtain for himself at his own responsibility all information that may be necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at bidder's account.
5. The bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document. Conditional tender will not be entertained and shall be liable for outright rejection.
6. All the techno-commercial deviations should be declared in the on line deviation sheet (Annexure-B). Deviations declared elsewhere are not acceptable.
7. The following documents to be submitted in physical form:
   a) Pre-qualification documents not submitted online.

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

   Chief General Manager (SLPP)
   Gujarat Industries Power Company Limited
   Surat Lignite Power Plant
   At & P.O. Nani Naroli
   Taluka: Mangrol,
   Dist. Surat – 394 110, Gujarat
   Phone: (02629) 261063-72
   Fax no. : (02629) 261080 & 261073
   E-Mail: electslpp@gipcl.com

GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LIGNITE POWER PLANT
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)
Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

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

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

BID DOCUMENT

Bid document consists of the following –

I. Instruction to bidders
II. General conditions of contract
III. Detailed scope of work
IV. Schedule of Quantities & Rates

I. 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 renewal 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 1 MW Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

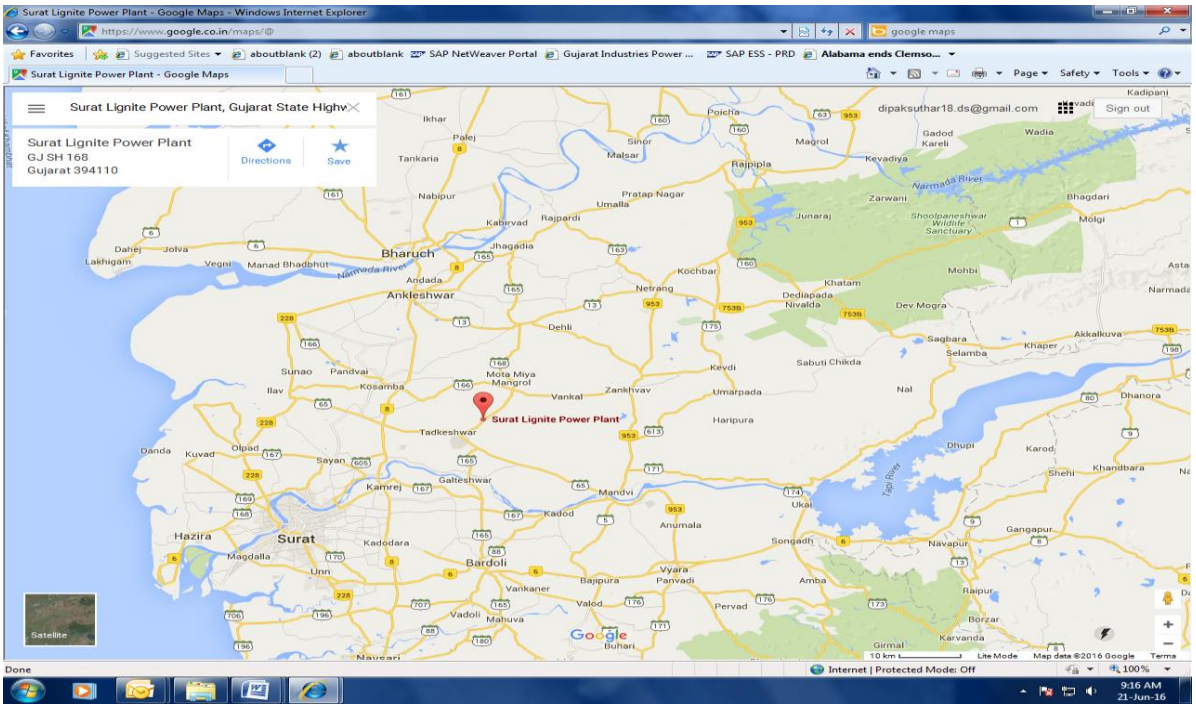
Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed 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 1 MWp 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.

2. Location of Plant

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad highway. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and state highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant. Pump houses for raw Water supply are located at village Bodhan & Patna, Taluka Mandvi, Dist Surat, which are around 25 kms away from SLPP. 5 MW Solar plant is situated near mines at around 4 KM from Surat Lignite Power Plant. Colony is situated adjacent to the SLPP plant. Location Map for SLPP is as under.



The company intends to award Biennial Maintenance need-based contract for the work of switchyard maintenance for a period of Two years at SLPP and is therefore inviting open tenders online (e-portal) from experienced and resourceful contractors.

3. GENERAL INSTRUCTIONS

3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.

3.2 The bids shall be filled in by the tenderer clearly, neatly and accurately. Any alteration, erasures or over-writing would be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of renderer. The decision of the Company to interpret the information and rates filled in by the tenderer shall be final and binding on the bidder.

3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, site conditions, safety and health aspects and norms to be observed, etc. at the time of submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

3.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include

cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.

3.5 Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.

3.6 The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('**NIT**') and bids submitted thereafter shall not be accepted and considered.

3.7 The tender documents shall not be transferable.

3.8 The Bidders are expected to examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications.

3.9 Conditional offers shall be rejected at the outset.

3.10 The Company reserves the right to extend to the deadlines for submission of the bids by amending the bid documents and in such a case, the rights and obligations of the Company and the Bidders shall be subject to the deadline as extended.

3.11 During evaluation of bids the Company may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

3.12 The Company reserves the right to amend and modify the bidding documents at any time prior to the deadline for submission of bids, either at its own discretion or in response to a clarification requested by a prospective Bidder. In such cases, the Company may in its discretion extend the deadline for submission of bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their bids.

3.13 The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and the Company shall not be liable in any manner for the same.

3.14 In the event that the successful Bidder is a joint venture formed of two or more companies, the Company will require that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.

3.15 Timely completion of work and strict adherence to the allotted time frames shall be the essence of the contract.

3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.

3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

It is perquisite and necessary for all interested bidders to visit the site / plant after downloading the tender copy to understand the actual working conditions, compliance related to labor, 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 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 bidder 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 and 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 bidder is found later on to have misjudged the site conditions.

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

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 the work, the quantity of various items of the work, the availability local labor, 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 judgement of the conditions and hazards involved and shall not be based on any representations of the Engineer.

5. ELIGIBILITY CRITERIA

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

5.1 Bidder should possess minimum three years of work experience during last five years 05 (Five) years (ending last day of the month previous to the one in which tender is invited, FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18) in working at heights in 220 KV switchyard or higher voltage rating switchyards for any maintenance / replacement job in power plants / process industries etc. Proof of same should be enclosed in the form of copies of work order executed.

5.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during three years out of **last five years (**FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18) ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed work each costing not less than the amount equal to 80% (i.e. Rs. 3.79 Lacs with taxes).**

OR

b. **Two similar completed work each costing not less than the amount equal to 50% (i.e. Rs. 2.37 Lacs with taxes).**

OR

c. **Three similar completed work each costing not less than the amount equal 40% (i.e. Rs. 1.90 Lacs with taxes).**

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

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

5.4 Bidder should possess valid PF Number. Bid without proof of the same shall be rejected.

5.5 The Bidder should have average turnover of Rs. 1.43/- Lac (Rupees one lakhs forty-three thousand only) for last three financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India, for the last three financial years FY 2021-22, 2020-21, 2019-20 to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

The Net worth at the end of the last financial year 2021-22 should be positive and should be duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.

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.

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

5.7 Bidder should possess valid electrical contractor's license and electrical supervisory permit of contractor's supervisor.

5.8 Bidder should enclose PF code allotment letter along with Labor Licenses and EC Policy copies of previous order.

5.9 The bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copy of the same to be submitted.

5.10 If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

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

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

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

5.12 The bidder should possess all such licenses applicable, which are necessary for execution of the job.

The Bidder should enclose all the evidences, documents, work orders, proofs in original for qualifying in further proceedings.

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

6. **LANGUAGE OF BID**

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

7.0 SUBMISSION OF BID

A: MODE OF SUBMISSION

(i) The bids shall be submitted online at the GIPCL e-portal within the dates specified in the NIT in two parts as under:
   (a) Pre qualification and Techno-commercial bid without price
   (b) Price bid

(a) Techno-commercial bid without price

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

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

The following supporting documents shall also be submitted:

1. The tender document duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Present ongoing work details
6. Turn over for the last two years, audited annual accounts/ financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F Number and Allotment Letter
8. Labor License and E.C. policy copies of previous order.
9. PAN Number.
10. All the documents for pre-qualification criteria
11. GST tax registration number/certificate copy.
12. Copy of Electrical License

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

(b) Price Bid

1. Price bid shall be submitted only in soft form through GIPCL e- portal.
2. GST tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. Bidders shall have to quote item-wise.
4. The quantities shown in the Price Bid are tentative for the contract period and may vary as per job requirement.
5. The Bidder shall fill the bid documents with utmost care in consonance with the instructions contained in the bid documents.

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

NOTE:

Item Rates:

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

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

B: METHOD OF TENDERING/SIGNATURE OF BIDS

(i) The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature on each page.

(ii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.

(iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company in the matter. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.

(iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.

(v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.

(vi) Bids not conforming to the above requirements of signing may be disqualified.

C: SCHEDULE OF DEVIATIONS

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

8.0 MODIFICATION & WITHDRAWAL OF BID

a. The Bidder may modify or withdraw its 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 specified by the Bidder on the Bid Form.

9.0 POLICY FOR BIDS UNDER CONSIDERATION

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

10.0 EFFECT & VALIDITY OF BID

a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the date set for opening of Bids.
b. In case any bidder quotes a lower validity period than that called for above, his offer shall be rejected.
c. The submission of any Bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

11.0 OPENING OF BIDS

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

11.2 Preliminary Examination

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

11.2.2 *Arithmetical errors will be rectified on the following basis:*

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected.

(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.

12.0 EVALUATION & COMPARISON OF BIDS

A: GENERAL

12.1 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.

12.2 The Technical Bids will be examined and will be classified into two categories (viz.)

(a) Bids which are acceptable as they are or which with some modifications can be made acceptable.

(b) Bids which are completely unsuitable and which cannot be made acceptable by modifications. These Bids will be rejected.

12.3 Those Technical Bids for which it is possible to do so will be brought to an acceptable level of conformity with the technical specifications through direct correspondence and/or negotiations with the Bidders.

12.4 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the bid will be rejected.

12.5 The comparison of all the Bids shall be carried out with reference to similar scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken.

12.6 The commercial deviation, if any, shall be loaded to bring all the bids at par. The loading shall be carried out at an interest rate as 2% above PLR of SBI.

12.7 A bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the bid documents without any material deviation or reservation.

12.8 For the above referred purpose, a 'material deviation' shall be one which:

(a) Which affects in any substantial way the scope, quality or performance of the contract, or

(b) Which limits in any substantial way and in a manner inconsistent with the bid documents, GIPCL's right or the bidder's obligations, under the contract, or

(c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

13.0 RIGHT OF REJECTION OF TENDERS

13.1 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.

13.2 GIPCL reserves the right to split the scope & quantity to more than one agency among the bidders.

13.3 GIPCL reserves the right to debar any bidder from participation in future bids if such bidder has quoted an abnormally low rate in the bid document/price bid.

14.0 AWARD OF CONTRACT

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

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

14.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

15.0 CONTRACT PERIOD

15.1 The prices quoted shall be valid for a period of TWO years from the date of work order ('**Contract Period**').

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

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

16.0 ASSIGNMENT AND SUB-LETTING

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

17.0 BIDDER'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILTY OF MANPOWER

(i) The Bidder shall deploy manpower suitably qualified and sufficiently numbered for the due and timely execution of the works under the contract.

(ii) The Bidder shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower to properly complete the job in given time.

(iii) The Bidder shall depute its own workmen with proper identification to enter the plant premises after ensuring that the jobs are scheduled.

(iv) At the time of deploying manpower, the Bidder shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall entitle GIPCL to initiate appropriate civil or criminal proceedings regarding the same.

(v) The Bidder shall also be required to comply with the safety requirements and provide his workmen with safety equipment like helmets, masks and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:

a) Safety shoes
b) Goggles / face shield.
c) Ear plug / Ear muff (if required)
d) Mask
e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
f) Full body safety belts with lifeline
g) Safety helmet

(vi) Bidder shall nominate /authorize senior experienced person in writing as site in charge/Supervisor to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain present at site. Bidder has to submit the authority letter and documentary proof for the same.

(vii) During execution of the works, one or more jobs may be required to be done simultaneously and the Bidder shall mobilize additional resources accordingly.

(viii) During emergency or similar situations the Bidder shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the Bidder fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the Bidder.

(ix) During working in high risk area like hot oil the workman must wear a suitable safety apron, safety hand gloves and goggles. It is the Bidder's supervisor's responsibility to ensure it without failure.

B: TOOLS & TACKLES

(i) All tools and tackles to execute the contract are in the scope of the Bidder. The Bidder should ensure that tools are in healthy condition.

(ii) Arrangement for lighting at the work spot has to be made by the Bidder. He has to arrange all lighting equipment such as power cable, hand lamps. The Bidder has to take prior approval for taking electrical power supply. The Bidder should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.

(iii) Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.

(iv) All new replacements whether spare parts or any other, shall be inspected and approved by GIPCL Engineer in charge before It is actually put to use. It shall be the supervisor's responsibility to ensure this without failure.

(v) The Bidder must ensure that all the generated scrap, cotton waste, waste oil, tools and tackles are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In-Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of

the engineer in charge. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Bidder's cost with penalty and it will be deducted in the bill.

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

II. GENERAL CONDITIONS OF CONTRACT

1 CONTRACT PERFORMANCE GUARANTEE (SD)

As a Contract Security Bidder shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at 10% of the "Total Annual Contract Price" excluding GST and duties from All Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, RBL Bank, DCB Bank, Federal Bank, Bandhan Bank and Standard Chartered Bank in the format attached and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of LoI or work order, whichever is earlier. The guarantee shall be valid up to retention period of Six months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder home currency without any condition whatsoever. In case Bidder fail to submit performance bank guarantee, then performance bank guarantee equivalent amount shall be deducted from first AMC running bill.

The bank details are as under:

Name and Address of the Beneficiary	Gujarat Industries Power Company Limited, P.O.Ranoli, Vadodara - 391350.
Bank of Beneficiary	State Bank of India
Bank Account No. of Beneficiary	10323432215
IFSC Code of account of Beneficiary	SBIN0001946

The Performance Bank Guarantee / amount will be returned to Bidder without any interest at the end of the 'Retention Period' as after completion of contract / guarantee period 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 completion of contract period and guarantee period.
Bid security/EMD if applicable should be refunded to the successful bidder on receipt of Performance Security.

2 TERMS OF PAYMENT

A. Conditions of Payment:

The bidder shall raise the invoice in duplicate for each job in respect of the work completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 30 days of such receipt of a complete invoice as per the following terms of payment –

(i) Bidder may raise invoice for work completion during every stage. 100% of RA bill shall be released on satisfactory completion of given works certification by GIPCL Engineer in- charge. If PBG is not submitted, then 5% of total contract value excluding taxes shall be deducted as retention amount. This 5% retention amount will be released after expiry of guarantee period. GST tax shall be paid along with bills after fulfillment of following terms.

(a) Submission of copy of registration certificate issued by Service Tax Authority (to be furnished only once).

(b) Citing the GST Tax Registration no. And the date of issue of registration certificate on invoices.

(c) Claim of GST Tax amount with percentage (%) separately shown on the invoices.

(d) The Bidder shall inform the Owner in the event its registration certificate is cancelled or discontinued for whatsoever reason.

(ii) The Bidder shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Bidder. GIPCL shall not entertain any bill for any work item after expiration of period of three months.

(iii) The Bidder shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Bidder shall be deemed to be inclusive of all and whatsoever the claims that the Bidder may have from GIPCL. The Bidder shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Bidder shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Bidder in his Final Bill.

Further at the time of Final Bill submission, No Claim – No Arbitration certificate as per Proforma at Annexure-G, after the final bill amount is certified by GIPCL for payment and the same is made known to the Bidder by GIPCL and accepted by the Bidder along with indemnity bond is the required format to be submitted.

At the time of return of the Security Deposit, the Bidder shall submit an indemnity bond acknowledging the receipt of all the due amounts and indemnifying GIPCL from and against all claims in that regard.

B. Validity and Uniformity of Rates

The rates shall be valid for a period of TWO years or the Contract Period and shall remain unaltered during the entire Contract Period.
Item rates quoted, shall include cost of all (except free issue materials by GIPCL) labor, supervision, tools & tackles, transport and any such other costs excluding statutory taxes as are not specifically mentioned herein, but may be incurred by the Bidder for the satisfactory and timely completion of the work

43 RECOVERY CLAUSE

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

~~5~~4 COMPLIANCE OF ALL STATUTORY OBLIGATIONS

(i) The workmen employed by the Bidder for execution of work at the GIPCL site under this contract/tender shall be the Bidder's workmen and not the workmen of GIPCL and the Bidder alone shall be responsible at his own cost and risk for the due compliance of all the applicable labor laws and other statutory obligations with regard to this contract.

(ii) The Bidder 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.

(iii) Bidder shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the Bidder from time to time for performing the contract job.

(iv) The Bidder shall obtain and keep in place an all risk cover insurance policy under the provisions of the Employee's Compensation Act, 1923 or any amendments or modifications thereof as may be applicable. The Bidder shall also obtain an insurance cover of adequate value for third party liability. These insurance policies shall be obtained from and within the jurisdiction of Surat and shall be assigned to GIPCL site. The same shall be submitted to GIPCL before the commencement of the work.

(v) The Bidder shall be required to have registered himself under the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to GIPCL, failing which the contract is liable to be cancelled.

(vi) The Bidder shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All persons engaged by the Bidder for the performance of the obligations and works under the contract shall be his workmen only.

(vii) The Bidder shall have a valid labor 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 to GIPCL before commencement of work failing which GIPCL may terminate the contract at its sole discretion.

(viii) The Bidder shall be required to have a Labor License and a copy thereof shall be submitted to GIPCL, HR & A Department. If the Bidder does not possess the same, he shall apply for Form – V immediately after receipt of the Letter of Intent and should obtain it within one week from the date of issue of Form – V.

(ix) The Bidder shall also obtain a Group Insurance Scheme of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.

(x) The Bidder shall observe and be responsible for the compliance of all labor laws, government notifications and shall maintain necessary records for the same and shall submit the same to GIPCL when so required.

(xi) The Bidder shall ensure that all his workmen should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the Bidder to remove any workmen the Bidder who does not comply the rules.

(xii) The Bidder shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1952 and remit contributions in respect of the workmen employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL may pay the same and GIPCL will recover the amounts so paid by it from the outstanding amounts payable by it to the Contrator.PF code of Gujarat region should be taken.

(xiii) The Bidder shall duly maintain all records/registers required to be maintained by him under various labor laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(xiv) The Bidder shall also submit periodical reports/returns to the various statutory authorities under the Contract Labor (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. under intimation to HR & Admn. Dept. of GIPCL.

(xv) The Bidder shall pay remuneration to his workmen in accordance with the provisions of the Minimum Wages Act and shall in no case pay an amount lesser than that as prescribed or notified under The Minimum Wages declared by the Gujarat Government from time to time for different categories of workmen.

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

(xvii) The Bidder shall take Employees Compensation Insurance Policy for all his workmen s working at SLPP. The Bidder shall indemnify the Company against any claim, liability, action, demand or proceedings due to any work injury or accident occurring to any of its workmen.

(xviii) The Bidder shall, in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employees Compensation Act, 1923.

(xix) If any of the persons engaged by the Bidder misbehave with any of the officials of the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Bidder shall replace them immediately.

(xx) The Bidder shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.

(xxi) GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the Bidder. The Security deposit will be released to the Bidder at the end of the contractual tenure subject to an undertaking by the Bidder that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the Bidder before the appropriate authority under the Industrial Disputes Act, 1947 or under any other labor laws or for compensation under the Employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

(xxii) The Bidder shall make payment of wages to his workmen on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F.

remitted Challan along with copy of ECR on monthly basis to HR&A dept. for verification and record.

(xxiii) The Bidder shall provide Safety items / kits to his workmen, such as safety shoes, goggles, ear plugs, hand gloves, safety belts, safety helmet and other PPE as per requirement etc., if any, required under the law.

(xxiv) The Bidder shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.

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

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

~~6~~5 SAFETY NORMS TO BE OBSERVED BY BIDDER

1. The Bidder shall observe and comply, with regard to his employees working at the SLPP site, the safety norms as per the safety operating standards
2. The Bidder shall ensure that his employees are informed and trained regarding the safety standards to be adopted while operating within the SLPP premises and the Bidder shall brief them regarding the same and regarding the use of the personal protective equipment ('**PPE**').
3. The Bidder shall issue safety shoes and safety helmet of IS standard to all his workers immediately after execution of the contract and the Bidder shall ensure that his workmen wear the protective equipment at all times during the work operation.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of **YELLOW COLOUR ONLY**. Bidder will procure safety shoes from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Bidder should purchase safety shoes of reputed brands. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of IS 15298- 2002 make.
5. It is duty of Bidder to ensure that his workers are wearing required PPEs as per work requirement. Bidder should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug, full body safety belt etc. at all times when they are at work throughout the contract period.
6. Bidder will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The Bidder shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that Bidder is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.

9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Full Harness safety belts with lifeline etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
11. When working at height, working on ceiling or roof covered with fragile materials, full body harness, safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, Bidder should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the Bidder to prevent accident and personnel injuries while working on height.
12. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders in the height area.
13. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored horizontal position only. All gas cylinders are hydro tested / certified as per Gas cylinder Rules 2004. Gas cylinders shall be stored, handled as per Gas Cylinder Rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per GOVT-RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled inside the plant with immediate effect.
15. All electrical equipment shall be of good condition and free from any defect. Electrical tools & equipments i.e. welding m/c, grinding and drill m/c etc. may be checked by the electrical engineer of the Bidders regularly, every 6 month at least and report to be submitted to concerned HOD and safety 22epts..
16. During hot work, Bidder will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Bidder will procure and use such items. ELCB / RCCB shall be provided on welding machine and all portable power tools.
17. The Bidder shall fill – up Incident notification form (S-I) / Incident Investigation form (S-II) within time limit, if any accident / Incident occurred.
18. The Bidder shall fill-up Near miss report form, if any near-miss incident happened.

~~7~~6 WORK MEASUREMENT/CERTIFICATION

1.1 The work to be performed being of a specialized nature, the Bidder should be fully conversant with modern practices and should be able to carry out maintenance works independently of large thermal power plant. The Bidder shall therefore be required to engage qualified/ experienced personnel to undertake the work specifications specified in scope of work hereunder.

1.2 The Bidder shall be required to furnish satisfactory job completion report to GIPCL.

1.3 Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action.

~~8~~7 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.

~~9~~8 GUARANTEE / DEFECT LIABILITY PERIOD

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

~~10~~9 INTERPRETATION CLAUSE

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

~~11~~10 ASSIGNMENT AND SUB-LETTING

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

~~12~~11 PENALTY AND RECOVERY

(i) In the event the Bidder causes undue delay in performance or the performance is unsatisfactory, GIPCL (Engineer-In-Charge) shall be entitled to levy a penalty on the Bidder at the rate of 2% of the job rate for per day delay for that job up to a maximum of 10% of the total contract value of that job. The said penalty amount may be recovered either from the job bills or the SD.

(ii) However, the total amount of penalty recoverable from the Bidder shall be restricted to 10% of the contract value job wise.

(iii) In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Bidder/ and the Bidder shall be liable for any differential amount in the contract price.

(iv) Any damage caused to the equipment or machinery on account of the negligence on the part of the Bidder or due to any other reasons attributable to the Bidder, shall be recovered by the Owner/GIPCL from the Bidder.

(v) The ascertainment of the cause of the damage shall be done by the AGM (SLPP) and his decision in this regard shall be final.

(vi) The decision of the Engineer-In-Charge as regard the amount of damages to be recovered from the Bidder shall be final.

(vii) The aforesaid amounts of penalty and damages shall be recoverable from the RA bills of the Bidder or the SD. If the amount of damages recoverable from the Bidder exceeds the bills and SD amount, then the Bidder shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Bidder for the same.

~~13~~12 TERMINATION

A. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the Bidder if any of the following events occur :–

i. Bidder is adjudged as insolvent.

ii. Bidder has abandoned the contract i.e. the Bidder fails to perform the obligations under the contract for a period of One month.

iii. Bidder fails to proceed with the work with due diligence as per requirements of the contract.

iv. Any of the licenses, permissions or registrations of the Bidder as required under the applicable laws are discontinued/ cancelled or not renewed in time.

v. Bidder has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
The Bidder is found to have acted in breach or violation of any of the safety norms persistently, applicable labor and other laws in relation to the contract and his obligations therein. The Bidder commits a breach of the contractual terms and conditions.

B. GIPCL shall give the Bidder a 15 days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.

C. Upon such termination, the outstanding dues of the Bidder shall be settled subject to the amounts recoverable by GIPCL under the contract from the Bidder.

D. The SD shall be retained till completion of the defect liability period.

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

~~14~~13 INDEMNITY

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

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

~~15~~14 SETTLEMENT OF DISPUTES

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

d. In appointment of the Sole Arbitrator, if the dispute claim is upto a sum of Rs. 25 Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25 Lac and up to Rs. 100 Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100 Lac, the same shall be referred to a Retired Supreme Court Judge.

e. Work under the contract shall be continued by the Bidder during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

~~16~~15 GOVERNING LAW AND JURISDICTION

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

~~17~~16 OTHER CONDITIONS

f. Timely completion of all jobs and works shall be the essence of this Contract. Bidder should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.

g. The Bidder has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the Bidder may be asked to rework the job at free of cost.

h. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.

The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.

i. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Bidder shall be required to observe these standards while working with GIPCL. Bidder should ensure that his workmen work in accordance with them.

j. If Bidder is awarded Contract then GIPCL entry gate pass formalities are to be completed first whenever mobilizing at site for testing. The documents like GIPCL entry gate pass format (attached as Annexure-I) duly signed and stamped, photo identity proof of each workmen deployed at site, two passport size photograph of each workmen deployed, valid work compensation policy, valid labor license if workmen deployed is more than nine in numbers, all RTO related documents of transport vehicle being deployed at site, valid driving license of transport vehicle driver etc.

k. <u>SCOPE OF WORK, CONTRACT PERIOD & CONTRACT PRICE VARIATION</u>

A. SCOPE OF WORK –

- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 2 X 15 discs to ground level from height 12 m along with twin-tarantula conductor of span 34 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of suspension SRI insulator stack of 1x15 discs to ground level from height 17 m/12m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductor & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 1x15 discs to ground level from height up to 20 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal & replacement of 220kV wave trap at height of 20/17m including removal & re fixing of conductor along with clamps/connectors
- Removal of line bypass isolator (all three phase) from height of 17m to ground level including removal of conductors with clamps / connectors / earthing/pipes
- Removal & Replacement of twin tarantula conductor , shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of moose conductor if found faulty during inspection at ground level, shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of shield earth wire on top of tower structure around 20m height including shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of clamps and connectors (T, PG etc.) at maximum 18 meter height as and when required
- Tightness of clamps and connectors (T, PG etc.) at maximum 18 meter height including replacement of hardware as and when required

B. CONTRACT COMPLETION PERIOD:

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

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

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

C. CONTRACT PRICE VARIATION

The rates shall be fixed and not subject to any price escalation due to any reasons whatsoever during entire period of contract except variation in statutory taxes/duties if any which shall be paid against documentary evidence only.

III.DETAILED SCOPE OF WORK

A. DETAILED SCOPE OF WORK: -

- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 2 X 15 discs to ground level from height 12 m along with twin-tarantula conductor of span 34 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of suspension SRI insulator stack of 1x15 discs to ground level from height 17 m/12m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductor & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 1x15 discs to ground level from height up to 20 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse
- Removal & replacement of 220kV wave trap at height of 20/17m including removal & re fixing of conductor along with clamps/connectors
- Removal of line bypass isolator (all three phase) from height of 17m to ground level including removal of conductors with clamps / connectors / earthing/pipes
- Removal & Replacement of twin tarantula conductor , shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of moose conductor if found faulty during inspection at ground level, shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of shield earth wire on top of tower structure around 20m height including shifting of conductor and other scrap if any to GIPCL warehouse
- Removal & Replacement of clamps and connectors (T, PG etc.) at maximum 18 meter height as and when required
- Tightness of clamps and connectors (T, PG etc.) at maximum 18 meter height including replacement of hardware as and when required

B. ARRANGEMENTS TO BE MADE BY THE BIDDER

1. Bidder should make all arrangements of tools, tackles, ladders, welding machine, welding rods, gas cutting machines, cylinders, safety PPE's, wire rope, chain pulley block, D-shackles, all kind of D type and Ring type spanners set, adjustable wrench etc.

2. The workmen deputed for carrying out the work shall be properly supervised for quality of work, safety etc.

3. Intra-site transport of man & machine is in scope of Bidder. Spares, material transportation from warehouse to site & site to scrap yard/designated location.

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

4. All left out material after completion of work is to be transported back to warehouse after proper reconciliation.

5. All scrap generated during restoration work should be cleared and all scrap to be shifted to designated location by GIPCL.

C. FACILITIES TO BE PROVIDED BY GIPCL

1. GIPCL shall provide the following required material as free issue items
   A. Insulator strings, Conductors, hardware, required earthing rods for earthing (We have total six earthing rods), consumables like cotton / chindi waste, anti-track paint. However, it shall be the responsibility of the Bidder to maintain records of all the material issued by GIPCL and the location where used. The record shall be updated every day depending upon the use of the material.
   B. GIPCL shall provide power supply for the purpose of welding, fabrication and other miscellaneous works.
   C. GIPCL may provide free of cost its hydra / tractor for transportation of material from Warehouse /store / steel yard to job location only subject to availability
   D. Required isolation and height / high voltage permits
   E. GIPCL may provide accommodation to Bidder engineer & workman subject to availability on chargeable basis in Narmada Guest House. Food in the industrial canteen / Narmada Guest House shall also be provided on chargeable basis.
   F. GIPCL shall provide space for storage of material However; it shall be responsibility of the Bidder for the safety of his material.

IV. Schedule of Quantities & Rates

SR. No	Item description	UOM	Quantity	Unit Rate in (Rs.) excluding GST	Total Price in (Rs.) excluding GST
1	Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 2 X 15 discs to ground level from height 12 m along with twin-tarantula conductor of span 34 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse	Nos.	12		
2	Removal of porcelain insulator stack & re fixing of suspension SRI insulator stack of 1x15 discs to ground level from height 17 m/12m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductor & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse	Nos.	21		
3	Removal of porcelain insulator stack & re fixing of tension SRI insulator stack of 1x15 discs to ground level from height up to 20 m, cleaning of new insulator stack at ground level, taking megger value of each new disc and final lifting of complete insulator disc to its original position along with removal and reconnection of conductors/jumpers/clamps & replacement of insulator hardware if any, shifting of old insulator, conductor, hardware and other scrap if any to GIPCL warehouse	Nos.	24		
4	Removal & replacement of 220kV wave trap at height of 20/17m including removal & re fixing of conductor along with clamps/connectors	Nos.	2		
5	Removal of line bypass isolator (all three phase) from height of 17m to ground level including removal of conductors with clamps / connectors / earthing/pipes	Nos.	2		
6	Removal & Replacement of twin tarantula conductor , shifting of conductor and other scrap if any to GIPCL warehouse	meter	100		

7	Removal & Replacement of moose conductor if found faulty during inspection at ground level, shifting of conductor and other scrap if any to GIPCL warehouse	meter	200		
8	Removal & Replacement of shield earth wire on top of tower structure around 20m height including shifting of conductor and other scrap if any to GIPCL warehouse	meter	75		
9	Removal & Replacement of clamps and connectors (T, PG etc.) at maximum 18 meter height as and when required	Nos.	100		
10	Tightness of clamps and connectors (T, PG etc.) at maximum 18 meter height including replacement of hardware as and when required	Nos.	250		
11	Per visit Mobilization / demobilization charges of man power with tools & tackles (minimum 10-12 nos. of man power) on emergency cases within 4-5 hours from verbal intimation	Nos.	6		
12	Per visit Mobilization / demobilization charges of man power with tools & tackles (minimum 10-12 nos. of man power) on normal cases within 2-3 days from intimation through email	Nos.	6		
13	Per man day rate for supply of Skilled Labor having experience of working at height in 220kV switchyard for undefined job in such case required unskilled labors shall be in GIPCL SLPP Scope	Nos.	25		
14	Applicable Rate of GST	%			

LIST OF ANNEXURES

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

ANNEXURE –B

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE ……

NAME ……

DESIGNATION ……..

COMPANY ……

DATE ……..

Annexure C

PROFORMA FOR CONTRACT SECURITY-CUM-PERFORMANCE GUARANTEE BY SELLER / CONTRACTOR.

(To be executed on non-judicial stamped paper of approximate value)

B.G. No._____ Date : _____

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: R A N O L I , Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as "The Company/Owner" w h i c h expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. ……../ has placed a purchase order on M/s……(hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for…….on the terms and conditions as set out inter alia, in the Company's contract No./ P.O.No……..date ……and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

   AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for ….% (…….percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."

2. We ……Bank having its branch office at ……..……..do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. ……(Rupees……only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

…..2……

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5 The Bank further unconditionally agrees with Gujarat Industries Power Company Limited (GIPCL) that Gujarat Industries Power Company Limited (GIPCL) shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, from time to time, to:
a. Vary and / or modify any of the terms and conditions of the Agreement.
b. Extend and / or postpone the time for performance of the obligations of the Contractor under the Agreement.
c. Forbear or enforce any of the rights exercisable by Gujarat Industries Power Company Limited (GIPCL) against the Contractor under the terms and conditions of the Agreement.

6. This guarantee shall be in addition to and not in substitution or in derogation of any other security held by Gujarat Industries Power Company Limited (GIPCL) to secure the performance of the obligations of the Contractor under the Agreement.

7. No action, event or condition, which by any Applicable Law should operate to discharge the Bank from liability hereunder, shall have any effect and the Bank hereby waives any right it may have to apply such law, so that in all respects its liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

8. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

9. We ……Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

10. Notwithstanding anything contained herein before, our liability shall not exceed Rs…….(Rupees……only) and shall remain in force till..……..Unless a demand or

claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date……. ……Bank

Corporate Seal of the Bank By its constitutional Attorney
Signature of duly Authorized person
On behalf of the Bank
With Seal & Signature code

Note: BGs to be furnished from any of the banks listed at Annexure -VI of Volume I.

ANNEXURE – D

COMPLIANCE OF LABOUR LAWS

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

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

Bidder shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the Bidder from time to time for performing the contract job.

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

The Bidder shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.

The Bidder shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned 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 Bidder from GIPCL.

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

The Bidder shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Adman Dept.

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

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

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

The Bidder shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.

If any of the persons engaged by the Bidder misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Bidder shall replace them immediately.

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

GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the Bidder. The Security deposit will be released to the Bidder at the end of the contractual tenure subject to an undertaking by the Bidder that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the Bidder before the appropriate authority under the I.D. Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the Bidder will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

The Bidder shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.

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

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

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

Annexure-E

Prequalification Requirement:

Sr. NO.	Description	Vendor Details
1	Bidder should possess minimum three years of work experience during last five years 05 (Five) years (ending last day of the month previous to the one in which tender is invited, FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18) in working at heights in 220 KV switchyard or higher voltage rating switchyards for any maintenance / replacement job in power plants / process industries etc. Proof of same should be enclosed in the form of copies of work order executed.	
2	Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during three years out of **last five years (**FY 2021-22, FY 2020-21, FY 2019-20, FY 2018-19, FY 2017-18) ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following: **a. One similar completed work each costing not less than the amount equal to 80% (i.e. Rs. 3.79 Lacs with taxes).** **OR** **b. Two similar completed work each costing not less than the amount equal to 50% (i.e. Rs. 2.37 Lacs with taxes).** **OR** **c. Three similar completed work each costing not less than the amount equal 40% (i.e. Rs. 1.90 Lacs with taxes).** Bidder should specifically mention fulfilling of above criteria in his offer along with details of work orders & work completion certificates issued by clients.	
3	Bidder has to submit GST tax registration number. Copy of same should be submitted	
4	Bidder should possess valid PF Number. Bid without proof of the same shall be rejected.	
5	The Bidder should have average turnover of Rs. 1.43/- Lac (Rupees one lakhs forty-three thousand only) for last three	

	financial years. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India, for the last three financial years FY 2021-22, 2020-21, 2019-20 to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained. The Net worth at the end of the last financial year 2021-22 should be positive and should be duly certified by Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.	
6	Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.	
7	Bidder should possess valid electrical contractor's license and electrical supervisory permit of contractor's supervisor.	
8	Bidder should enclose PF code allotment letter along with Labor Licenses and EC Policy copies of previous order.	
9	The bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copy of the same to be submitted.	
10	If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.	
11	Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and	

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

ANNEXURE-G

PERFORMA CERTIFICATE

(No claim, No arbitration)

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

Dear Sir,

Subject:_____
Ref: Work Order No.:_____Dated_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.

ANNEXURE- H

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf of ……Name 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 amont to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE FOR PERSON ENTRY GATE PASS

Ref. No: Date:

To,
The Security Department
GIPCL (SLPP),
Nani Naroli.

Through: User Department Head.

Through: The HR&A Department

Sub: Issue of gate pass.
Ref: Our work order No.....dtd.....
Nature of Work: .....
Contract Period: From ..... to .....

Dear Sir,
For executing the above referred job, we have engaged .....of supervisory staff and .....labourers as per the details submitted in attached annexure – A.

You are requested to please issue gate pass for the period from .....to ..... for .....days and oblige.

Thanking you,

Yours faithfully,

.....
Name & Authorized signatory
(On behalf of Contractor with seal)

Date: / / 20

Encl. Annexure – "A"

ANNEXURE – "A"

Name of the Contractor: _____

Department: _____ Work Order No. : _____

Nature of Job: _____

Contract Period From: _____ to _____

W.C. Policy No: _____ Valid From _____ to _____ Lab. Capacity_____

Labour Licence No: _____ Valid From _____ to _____ Lab. Capacity _____

P.F.Code No: _____

Sr. No	Name of the Worker			Present Adddress	Date of Birth	Category (SK / SSK/ USK)	Sex M / F	Type of Gate pass (PG-03 / PG-01 / TG)
	Surname	Name	Father's Name					
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

.....

Name & Authorized signatory

(On behalf of Contractor with seal)