

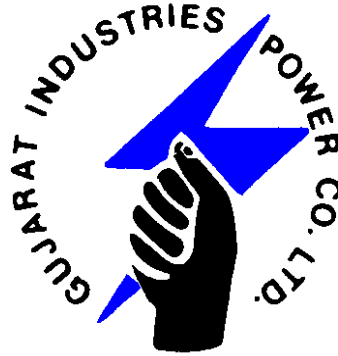
GUJARAT INDUSTRIES POWER COMPANY LIMITED
(4 X 125 MW, SURAT LIGNITE POWER PLANT)

AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112
(GUJARAT) Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629)
261112, 261080

Tender Document For;

“Dismantling, Supply, Erection & Commissioning of G.I. Suction louvers along with SS Bird screen for PHASE-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site.”

BID No.: GIPCL-SLPP/PH-I/MECH/BoP/AWS/Louvers/2024



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**

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NOTE:

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

NOTICE INVITING TENDER (NIT)

Tender No.: GIPCL-SLPP/PH-I/MECH/BoP/AWS/Louvers/2024

Name of work	“Dismantling, Supply, Erection & Commissioning of G.I. Suction louvers along with SS Bird screen for PHASE-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site.”
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat- 394112 (Gujarat).
Quantity	The successful BIDDER will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	(01), One Year.
Tender fee	Rs. 2, 950.00/- shall be by RTGS only in favor of GIPCL payable at SBI, Nani Naroli Only.
EMD	Rs. 21, 000. 00/- shall be RTGS or Demand Draft payable at SBI, Nani Naroli only.
Availability of online e-Tender document	On website: http://etender.gipcl.com from dated: 13/02/2024.
Last date of online submission of offer	04/03/2024 up to 17:30 hrs. On website: http://etender.gipcl.com
Submission of other supporting documents for technical BID in physical form.	On or before last date of online BID submission during office hours at Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The BIDDERS are required to visit the website regularly till the last date & time of BID submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The BIDDERS are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The BIDDERS are required to submit their BIDs online only through the website <http://etender.gipcl.com> and can also be viewed from <http://gipcl.com>.
5. The supporting documents are to be submitted in physical form only at the following address: -
Chief General Manager (RE & SLPP)
Gujarat Industries Power Company Limited
Surat Lignite Power Plant, At Village: Nani Naroli, Taluko: Mangrol,
Dist.: Surat-394 112, Gujarat. Phone: (02629) 261063-72.
E-Mail: opsharma@gipcl.com

SECTION-A
INSTRUCTIONS TO BIDDER

1. PLANT SYNOPSIS:

Gujarat Industries Power Company Limited (GIPCL) was incorporated in 1985 as a Public Limited company under the auspices of Government of Gujarat (GoG). The Company was incorporated as a Public Limited Company with the Registrar of Companies, Gujarat under the Companies Act, 1956 and having its registered office at P.O. Ranoli, Vadodara- 391 350, Gujarat, India and has listed its shares on BSE Limited and The National Stock Exchange (India) Limited. The company has been promoted by leading Gujarat PSUs, namely GSFC, GACL and GUVNL. The company is engaged in the business of Electrical Power Generation with a present installed generation capacity of 1184.4 MW. The Company has a diversified portfolio of Thermal (Gas and Lignite), Wind and Solar Power Plant Assets in the state of Gujarat. GIPCL aims to transform itself into a formidable national level power sector enterprise.

GIPCL commissioned its first power project, a 145 MW gas based Combined Cycle Power Plant at Vadodara in the year 1992. It was set up as an innovative concept of Group Captive Power Plant with the participation of industries and the state power utility as promoters. Power from this plant is distributed to its promoters in proportion to their original equity holding.

Thereafter the Company commissioned a 165 MW dual fuel based Combined Cycle Power Plant at Baroda in 1997 which successfully operated as an IPP having a long term PPA with GUVNL for 20 years. Subsequently this plant has entered into a 5-year Power Purchase Agreement (PPA) with GUVNL for supply of power through Short Term Open Access in March 2019.

GIPCL commissioned a greenfield project of 2x125 MW Surat Lignite Power Plant (SLPP-I) based on environment friendly CFBC technology at Nani Naroli, District Surat, Gujarat in November, 1999 having long Term PPA with GUVNL for 30 years. The capacity was further enhanced with the commissioning of another 2 x 125 MW (SLPP- II) with similar technology in April, 2010 having a long term PPA with GUVNL for 30 years. The lignite for these plants is sourced from the captive mines of Vastan, Mangrol and Valia.

In the recent years, GIPCL has aligned its growth strategy with the vision of GOI to have 175 GW Renewable Capacity by 2022. The company has successfully commissioned 112.4 MW Wind Generation capacity at various locations in Gujarat in the period 2015-17 having long Term PPA with GUVNL for 25 years with Feed-in Tariff.

The Company has also established a number of Utility Scale Ground Mounted Solar PV Projects in Gujarat since the year 2012 onwards. The projects have long term PPAs of 25 years with SECI and GUVNL. The company has also commissioned a unique Distributed Agri Solar pilot project of 2 x 1 MW in April & May, 2016 for Govt. of Gujarat feeding solar energy directly into the distribution grid thereby eliminating T & D losses. The Company has successfully commissioned a 2 x 40 MW Solar Project in September, 2017 as well as a 75 MW Solar Power Project in June, 2019 at Gujarat Solar Park, Village Charanka, Dist.:

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Patan. The Company has commissioned the 100 MW Solar Project at the Raghnesda Solar Park, Banaskantha, Gujarat on 10.08.2021.

The Company has also been allotted land for development of a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat.

In line with the thrust of Govt. of Gujarat and Govt. of India, the company is aggressively pursuing various opportunities in Renewable Energy sector and planning to further enhance its dominance in the Solar, Wind and Hybrid Generation by leveraging in house expertise and also offer consultancy services to the industry.

GIPCL has charted out an aggressive growth strategy aligned with the current policies of the Govt. of Gujarat and Govt. of India. The company regularly participates in the auctions to further capacity addition. The company has also explored sale of conventional energy through the energy exchange and bilateral short-term contracts bid through the DEEP Portal of Govt. of India.

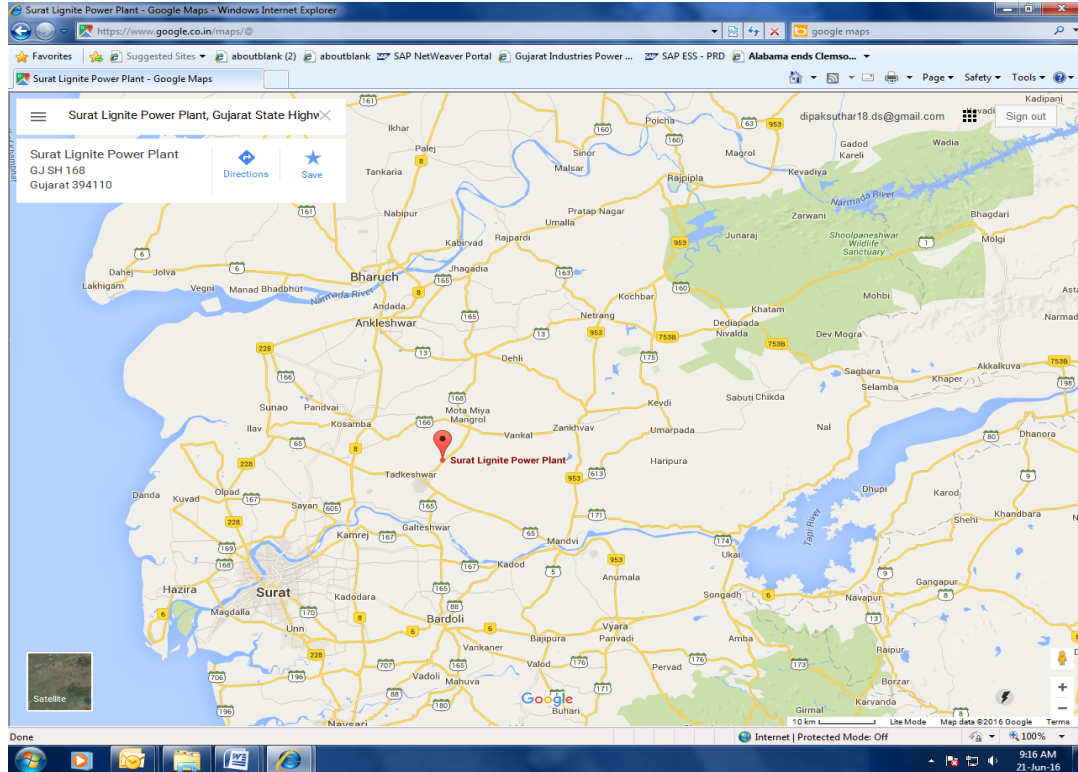
Renewable Energy

In line with Gol mission to achieve 175 GW of RE capacities by 2022, GIPCL is fully committed to tap available opportunities to enhance its portfolio in RE sector. The company has successfully commissioned a 100 MW Solar Project won through competitive bidding at Raghnesda Solar Park, Banaskantha, Gujarat on 10.08.2021. The Company is also developing a 2375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat.

GIPCL is also actively pursuing further expansion in solar, wind and new opportunities arising out of recently announced Hybrid RE Policy by fully leveraging its technical and financial strengths.

The company has in-house expertise and manpower to provide quality Consultancy services in the area of setting up Solar & Wind Projects, O&M of Gas and Lignite based power plants, Energy Audit etc. The company, in the past has successfully provided such services to prestigious clients like GSEG, GPPC, GNFC, OPaL, GSECL, Reliance, Kandla Port Trust, GACL, GAIL etc. to name a few.

The company has a well-established training center with highly experienced faculty and over the years provided training in power sector related topics to academics, industrial clients and students. As a part of its social obligation, GIPCL Training cell conducts Training and Orientation programmes for College and University students at a nominal fee to impart practical skill-based training.



The Company intends to award Contract for the work of “**Dismantling, Supply, Erection & Commissioning of G.I. Suction louvers along with SS Bird screen for PHASE-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site**” and is therefore inviting tenders online from BIDDERS.

2. SCOPE OF WORK:

2.1 Scope of work broadly covers complete Dismantling, Engineering & Manufacturing, Packing, Forwarding, Transportation, Handling, Supply to site, storage at site, Shifting, Loading, Unloading, Fabrication, Erection, Fitting & Commissioning with all respect of G.I. Suction louvers along with SS bird screen for PHASE-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site.

APPROXIMATE EXISTING LOUVERS DIMENSIONS AND REQUIRED SIZE:

- 1) 4.0 Meter Height, 7.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 2) 4.0 Meter Height, 3.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 3) 2.6 Meter Height, 7.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 4) 2.6 Meter Height, 3.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 5) The above-mentioned dimensions are approximate. BIDDERS shall visit the site for dimensional verification before submission of BIDs and understand the scope in detail to avoid any ambiguity.

BIDDER`S SCOPE

a) SUPPLY:

- 1) G.I. Suction Louvers with 16 SWG G.I. Frame (Grade: 200 Gram/Sq. Meter).
- 2) 18 SWG G.I. Blade (Grade: 200 Gram/Sq. Meter) with fixed 45° angle & 90 to 100 mm distance between Blades.

- 3) Bird Screen with 10 SWG SS 410 Corrugated wire, Honeycomb design, 25 mm square opening.
- 4) All fasteners MOC shall be SS 316.
- 5) Complete assembly fitted inside G.I. Hot deep galvanized frames.
- 6) All required consumables for complete the whole work.

b) SERVICE:

- 1) Site investigation & Survey Work.
- 2) Submission and approval of documents before manufacturing and execution.
- 3) Engineering & Manufacturing, Supply, Transportation, Shifting, Loading & Unloading with all respect at GIPCL-SLPP site.
- 4) Mobilization & demobilization including all up to hand over.
- 5) Deployment of qualified men and suitable equipment / machinery at site for installation aforesaid work.
- 6) Dismantling of existing damaged suction louver along with bird screen from PHASE-I, Unit # 1 & Unit # 2, Air Washer System. Collecting & storing scrape items at one location & than disposal of scrape at designated location as per instruction of EIC.
- 7) Fabrication, Fitting and Erection, Commissioning of new G.I. suction louvers along with SS bird screen at site as per approved specifications in PHASE-I, Unit # 1 & Unit # 2, Air Washer System.
- 8) Structural supporting work, welding, framing, bolting work with all respect.
- 9) Any other misc. works and materials / consumables for the completion of work as per site requirement in all respect.

GIPCL` s SCOPE OF WORK:

- 1) Electricity & water at nearest available one point. Further distribution to be done by BIDDER at their cost.
- 2) Accommodation to contractor`s manpower on chargeable basis shall be provided.
- 3) Canteen facilities to contractor`s manpower shall be provided in industrial canteen on Chargeable Basis.
- 4) Open space for storage.
- 5) Workshop facility as available at site only. However, BIDDER may visit the workshop to ensure the existing facility. For the facilities other than available, BIDDER has to carry out the job outside at their own cost.
- 6) First aid facilities as available on chargeable basis.
- 7) Necessary civil works (I.e. gap sealing, anchoring, cement plaster, etc.) if required shall be under scope of GIPCL.

PH-I, Unit # 1 & Unit # 2, Air Washer Fan details:

- 1) Fan capacity: 2, 50, 000 M3/Hr.
 - 2) Nos. of Fan: 04 (01 Working + 01 Stand-by for each Unit.).
- 2.2 The BID submitted by the BIDDER not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.3 Quantum of job mentioned against all items in the price BID are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price BID are approximate quantities for the contract period and they may vary as per job requirements.

- 2.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

Note:

It is not the intent to specify herein completely all details pertaining to design, shop testing, and installation, field testing and commissioning. However, these shall confirm in all respects to high standards of Engineering design, Workmanship, meeting the requirements of all applicable codes and standards including local statutory requirements. The scope shall include all the specified accessories as well as required accessories for satisfactory / safe operation of the system.

3. GENERAL INSTRUCTIONS:

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

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

4. PLANT VISIT:

It is 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 labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to BIDDER's account. The BIDDERS shall examine the site of works and its surroundings at his own responsibility. The BIDDERS shall collect information that may be necessary for preparing the BID and entering into a contract. All costs and liabilities arising out of the site visit shall be at BIDDER's account.

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

The submission of tender by a 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 & specifications of the works to be done, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of BIDDER'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 BIDDER from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools& tackles, labour, etc.

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

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

The submission of a BID by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

5. ELIGIBILITY CRITERIA:

The following criteria shall be adopted for qualifying the BIDDERS for further proceeding:

- 5.1 BIDDER should possess minimum Three years of experience during last five years in similar nature of jobs like “**Erection, Testing and Commissioning work OR Maintenance, Servicing, Repairing / Revival job of HVAC Air Washer System**” and should enclose proof of the same. BIDDER shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. BIDDERS should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
- 5.2 BIDDER should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

One similar completed work each costing not less than the amount equal to **Rs. 18.88 Lakh with GST.**

OR

Two similar completed works each costing not less than the amount equal to **Rs. 11.80 Lakh with GST.**

OR

Three similar completed works each costing not less than the amount equal to **Rs. 09.44 Lakh with GST.**

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 Tender fee **Rs. 2, 950. 00/-** shall be by RTGS only in favor of GIPCL payable at SBI, Nani Naroli Only.
- 5.4 EMD of **Rs. 21, 000. 00/-** shall be RTGS or Demand Draft payable at SBI, Nani Naroli only in favor of GIPCL.
- 5.5 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical BID, if any required attested documents found missing in the Technical BID submitted by the BIDDER, the tender inviting authority may inform to that BIDDER by E-mail to submit the missing required documents within stipulated time limit. If BIDDER/BIDDERS fail to submit within stipulated time, their BID will be declared technically disqualified and no further correspondence will be entertained.
- 5.6 BIDDER should have average annual turnover of **Rs. 07.08 Lakh** or more for last three financial years. BIDDER shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet AND Profit and Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained. Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the BIDDER shall submit the turnover certificate from Chartered Accountant.
- 5.7 The BIDDER has to submit INCOME TAX Permanent Account Number (PAN), & GST registration number. Copies of the same shall be submitted.
- 5.8 BIDDER has to submit copy of GST registration number issued by the GST authority.
- 5.9 Citing GIPCL GST no. (I.e. 24AAACG7277Q1Z0) along with BIDDER GST registration no. and the date of issue of registration certificate on invoices.
- 5.10 The net worth of the BIDDER should be positive as evidenced from audited accounts of last financial year.
- 5.11 In case BIDDER is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/BIDDER shall be considered unless otherwise specifically mentioned in the tender.
- 5.12 If BIDDER or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, BID of that party may be liable to be rejected. BIDDER agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the BIDDER without any demur and that no further correspondence shall be done in this regard at any stage.

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BIDDER shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.

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

- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, BID of that party will be liable to be rejected. BIDDER agrees and undertakes to accept decision of GIPCL in this regard as final and binding on the BIDDER without any demur and that no further correspondence shall be done in this regard at any stage.
- If any of the details submitted in the prescribed Annexure / Form to the BID is/are found to be false, incorrect at any time in future, then the Contract awarded to that BIDDER 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 shall be recovered from the pending bills or any other dues payable to the BIDDER, if any or otherwise through any other recourse available under the Laws.

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

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

6 ADDITIONAL PRE-QUALIFICATION CRITERIA:

- a) 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 regard as final and binding on the BIDDER without any demur and that no further correspondence shall be done in this regard at any stage. (**Annexure-N, Form attached.**)
- b) BIDDER shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" (**Annexure-M, Form attached.**)
- c) If any major violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, BID of that party will be liable to be rejected. BIDDER agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the BIDDER without any demur and that no further correspondence shall be done in this regard at any stage.

- d) 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 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 shall be recovered from the pending bills or any other dues payable to the BIDDER, if any or otherwise through any other recourse available under the Laws.

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

7 LANGUAGE OF BID:

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

8 EARNEST MONEY DEPOSIT (EMD) and TENDER FEE:

- a. An EMD of **Rs. 21, 000. 00/-** and Non-refundable Tender fee **Rs. 2, 950. 00/-** shall accompany with BID.
- b. The EMD shall be in the form of RTGS or Demand Draft payable at SBI, Nani Naroli in favor of Gujarat Industries Power Co. Ltd.
- c. The Tender fee shall be in the form RTGS only as per following details:
 1. Name of account holder: Gujarat Industries Power Co. Ltd.
 2. A/c. No.: 33514692834
 3. Name of Bank: State Bank of India.
 4. Address of Bank: Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110
 5. IFSC code: SBIN0013423
 6. MICR code: 394002513.
- c. The EMD of the successful BIDDER will be returned after payment of Security Deposit by successful BIDDER.
- d. The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- e. Any BID not accompanied with EMD and Tender fee will be rejected.
- f. No interest shall be payable on EMD.
- g. The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

9. SCHEDULE OF EMD & TENDER FEE:

EMD & Tender fee and other documents dully signed to be submitted in physical form On or before last date of online BID submission during office hours at Surat Lignite Power Plant, Nani Naroli, Dist. Surat.	Address for Submission: CGM – RE & SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluko – Mangrol District – Surat 394 112, Gujarat Phone: 02629-261063 (10 lines) Fax: (02629) 261073 / 261074
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10. SUBMISSION OF BIDS:

A: MODE OF SUBMISSION

- (a) The BIDs shall be submitted online at <http://etender.gipcl.com> within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:
- (b) Pre-qualification and Techno-commercial BID without price.
- (c) Price BID.

Note: Tender fee and EMD shall be submitted in physical form with clearly mentioned BID No.: **GIPCL-SLPP/PH-I/MECH/BoP/AWS/Louvers/2023** for **“Dismantling, Supply, Erection & Commissioning of G.I. Suction louvers along with SS Bird screen for PHASE-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site”**.

(a) Pre-qualification and Techno-commercial BID without price:

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

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

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

- 1. The tender documents dully signed in all pages without price BID along with techno-commercial deviations, if any.
- 2. Proof of experience meeting the minimum eligibility criteria
- 3. Performance certificate issued by clients.
- 4. Previous work order copies.
- 5. Details of present work order (if any)
- 6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
- 7. PAN Number.
- 8. GST registration number/certificate copy.

(b) Price BID:

- 1. Price BID shall be submitted only in soft form through <http://etender.gipcl.com>.

Note: Estimate includes cost of supply, dismantling, manpower, equipments, vehicles, consumables, tools & tackles, hydra, scaffolding, tractor, transportation, Safety statutory compliance, mobilization etc...

2. BIDDER shall also quote applicable GST in online price BID.
3. The quantities shown in the price BID are approximate for the contract period and may vary as per job requirement.
4. The BIDDER shall fill the BID documents with utmost care in consonance with the instructions contained in the BID documents.
5. GST shall be paid at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

11. POLICY FOR BIDS UNDER CONSIDERATION:

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

12. EFFECT AND VALIDITY OF THE BID:

- a. The BID should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of BIDs.

- b. The submission of any BID along with the required documents and specifications shall constitute an agreement that the BIDDER shall have no cause of action or claim, against the Company for rejection of his BID. The Company shall always be at liberty to reject or accept any BID or BIDs at his sole discretion and any action will not be called into question and the BIDDER shall have no claim in that regard against the GIPCL.

13. OPENING OF BIDS:

- 13.1** The GIPCL will open the BID, as the case may be, in presence of BIDDER's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.

13.2 Preliminary Examination:

- 13.2.1** The Company will examine the BIDs for any computational errors, for sureties furnished by BIDDER, for authentication of documents submitted and completeness of the BIDs.

- 13.2.2** Arithmetical errors will be rectified on the following basis:

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

14. EVALUATION & COMPARISON OF BIDS:

- (a) GIPCL shall evaluate the BIDs received and accepted by it to ascertain the lowest evaluated BID in conformity with the specifications of the tender documents.
- (b) The Technical BIDs will be examined for minor matters regarding qualification of BIDs. Subsequent to correspondence with the respective BIDDERS, the decision of Tender Committee will be final.
- (c) 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.
- (d) The comparison of all the BIDs shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the BIDDER. In case a separate price (for omission) is not given by any other BIDDER, a reasonable price of the same shall be taken & the same shall be binding to the BIDDERS.
- (e) The commercial deviation, if any, shall be loaded to bring all the BIDs at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- (f) 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.
- (g) For the above referred purpose, a 'material deviation' shall be one which:

- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
- (b) Which limits in any substantial way and in a manner inconsistent with the BID documents, GIPCL's right or the BIDDER's obligations, under the contract, or
- (c) Whose rectification would affect unfairly the competitive position of other BIDDERS presenting substantially responsive BIDs.

15. AWARD OF CONTRACT:

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

16. RIGHT OF REJECTION OF TENDERS:

- a) GIPCL reserves the right to accept or reject any BID or to cancel the BIDDING process and reject all BIDs at any time prior to award of contract, without thereby incurring any liability to the affected BIDDER or BIDDERS or any obligation to inform the affected BIDDER or BIDDERS regarding the same.
- b) Any Tender without Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- c) GIPCL reserves the right to debar any BIDDER from participation in future BIDs if such BIDDER has quoted an abnormally low rate in the BID document/price BID.

17. CONTRACT PERIOD:

- a) The contract will be for a period of one year from the date of issue of the Work Order ('Contract Period').
- b) 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.

18. ASSIGNMENT AND SUB-LETTING:

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

19. BIDDER'S OBLIGATIONS:

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The BIDDER shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The BIDDER shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The BIDDER shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) During execution of the works, one or more jobs may be required to be done simultaneously and the BIDDER shall mobilize additional resources accordingly.
- (v) 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/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (vi) The BIDDER shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - a) Safety shoes
 - b) Goggles / face shield.
 - c) Ear plug / Ear muff.
 - d) Hand gloves like electrical hand gloves / cotton hand gloves.
- (vii) BIDDER shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL Engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the BIDDER at SLPP site. BIDDER has to submit the authority letter and documentary proof for the same.
- (viii) The BIDDER shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by Engineer-In-Charge. The BIDDER in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (ix) During emergency or similar situations the BIDDER shall be required to mobilize resources as per need within the period of 04 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 with 15% supervision charges the same will be recovered from the BIDDER's bill.

- (x) During unit overhauling, the BIDDER has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. BIDDER should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. BIDDER should not continue the same manpower for more than 12 hours.
- (xi) During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the BIDDER's supervisor's responsibility to ensure it without fail.

B: TOOLS & TACKLES:

All tools and tackles required to execute the contract are in the scope of BIDDER. BIDDER should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of BIDDER.

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

- (i) For proper execution of the work as per the scope, BIDDER is required to maintain sufficient quantity of tools & tackles with tractors & hydraulic trolleys in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (ii) In case of breakdown of equipment, BIDDER should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours BIDDER should be in a position to mobilize the manpower immediately within minimum time.
- (iii) Arrangement for lighting at the work spot has to be made by BIDDER. He has to arrange all lighting equipment such as power cable, hand lamps. BIDDER has to take prior approval for taking electrical power supply. BIDDER should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place. Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, BIDDERS will be held responsible & liable for any recovery/actions.

20. CLARIFICATION OF BIDDING DOCUMENTS:

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

21. TIME SCHEDULE

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

22. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

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

23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

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

Note:

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

24. QUANTITIES

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by Engineer-in-charge of GIPCL.

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

After commencement of the work, GIPCL, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the ENGINEER-in-charge shall inform the fact for thereof to the CONTRACTOR and contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

SECTION-B
INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

1. Tender documents are available only in electronic format. BIDDERS can download free of cost from the web site- <http://etender.gipcl.com> and can also be viewed from <http://gipcl.com>
2. All BIDs (technical and price BID) should be submitted online through the website <http://etender.gipcl.com> only. No physical submission of price and technical BID will be entertained as it should be furnished online only. Also no fax, e-mail, letters will be entertained for the same.
3. Following should be submitted 'off-line' in sealed covers separately during dates & time set in NIT at our office at Village: Nani Naroli, Taluko: Mangrol, Dist.: Surat - 394 112, Gujarat.
[1] Tender Fee, [2] E.M.D. covers [3] Supporting Documents for Technical BID.
4. BIDDERS who wish to participate first time in online tenders will have to register their firm at <https://www.nprocure.com>. GIPCL will not be held responsible in case of late submission for vendor registration.
5. BIDDER may visit <http://etender.gipcl.com> for information regarding e-tendering registration process.

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SECTION-C
GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:

As a Contract Security, the successful BIDDER, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at Ten percent (10%) of the "Contract Price" excluding GST from any Nationalized Banks, Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, Standard Chartered Bank & AU Small Finance Bank only in the format attached in Annexure-A, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. The guarantee shall be valid up to retention period of twelve months from the contract completion date. The Guarantee amount shall be payable to the Company in BIDDER's home currency without any condition whatsoever. If Performance Bank Guarantee (PBG)/Contract security deposit as required not given by vendor / BIDDER, necessary deduction will be done from first / initial RA bill(s).

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

2. RECOVERY CLAUSE:

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

3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT:

The BIDDER shall not assign or sub-let any part of the contract to any other party or agency without written permission from GIPCL.

4. DEDUCTIONS FROM CONTRACT PRICE:

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

5. TERMINATION OF CONTRACT BY GIPCL:

BIDDER shall be responsible to complete the jobs within agreed time schedule and in case BIDDER fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

In case if BIDDER's services are not found satisfactory with respect to mobilization, time bound completion of work, workmanship & safety (OHSAS policy of GIPCL) then GIPCL has right to terminate the contract at any time by giving him 15 days advance notice without assigning any reason and will make the alternate arrangement at the risk & cost of BIDDER. GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days advance notice to the BIDDER if any of the following events occur –

1. BIDDER is adjudged as insolvent.
2. BIDDER has abandoned the contract.
3. BIDDER fails to proceed with the work with due diligence as per requirements of the contract.
4. BIDDER has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the BIDDER.
5. BIDDER repetitively violating the safety norms for more than three incidents.
6. Any major contradiction of applicable labour laws.
7. Any major deviations from contractual terms and conditions including quality of job.

6. FAILURE & TERMINATION:

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

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

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

7. SETTLEMENT OF DISPUTES:

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

8. INTERPRETATION OF CLAUSE:

In case of disputes as regards interpretation of any of the clauses or specification, the decision of Chief General Manager (RE & SLPP) - GIPCL will be final and binding on the BIDDER.

9. EMPLOYEE'S COMPENSATION INSURANCE:

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

10. STATUTORY REQUIREMENTS:

a. COMPLIANCE OF LABOUR LAWS

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.

1. BIDDER shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Interstate Migrant Workmen Act 1979, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the BIDDER from time to time for performing the contract job.
- 2.1 The BIDDER shall provide and be responsible for 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.

- 2.2 The BIDDER shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 2.3 The BIDDER shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 2.4 The BIDDER shall take Workmen 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.
- 2.5 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.
- 2.6 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.
- 2.7 The BIDDER shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.8 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 labor 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.
- 2.9 The BIDDER shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.10 The BIDDER shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.11 The BIDDER shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.12 All employees of BIDDER should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the BIDDER to remove any such person who does not comply with it.
- 2.13 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.
- 2.14 The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. BIDDER should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

- 2.15 BIDDER shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.16 The BIDDER shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.17 Records as per the provisions of various statutory Acts will have to be maintained by the BIDDER and submitted as and when required.
- 2.18 Annual Health Check Up: - As per statutory requirement, BIDDER has to inform workmen deployed at site for annual health checkup as per schedule prepared by HR&A department.

b. LEGAL ASPECTS

1. BIDDER shall obtain requisite license to carry out this contract under the provisions of Contract Labor Act, 1970 and maintain necessary records and registers under the said Act.
2. BIDDER's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
3. BIDDER shall abide by all the statutory rules and regulations like Labor Laws etc.
4. BIDDER shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
5. If the BIDDER fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of BIDDER.
6. BIDDER is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.

11. ACCIDENT TO WORKMEN:

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

12. SAFETY ASPECT:

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

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

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

13. GENERAL SAFETY CLAUSES :

1. The BIDDER shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The BIDDER shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the BIDDER shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The BIDDER shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the BIDDER shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
4. BIDDER will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
5. 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.
6. 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 & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. BIDDER should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
7. It is the duty of BIDDER to ensure that his workmen 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 etc. at all times when they are at work throughout the contract period. The BIDDER has to maintain the PPE issue registers with signature of workmen.
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. The BIDDER shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, 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.
13. 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 with rating of 9-30 milli amperes on welding machine and all portable power tools.
14. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
15. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
16. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical Engineer of the BIDDERS regularly, every six month at least and report to be submitted to concerned HOD and safety depts.

17. The BIDDER shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC BIDDER (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the BIDDER will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The BIDDER's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The BIDDER shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows: -

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

Cate gory	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	Rs. 500 /- per instant. After three incidences, Per incidence Rs. 2500/-
		Unsafe working practices at height more than 3 meters	Continuous unsafe acts will disqualify the BIDDER from further participation in tender of GIPCL-SLPP.

		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc.	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

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

- **Electrical safety:**

- All the electrical apparatus including welding machine (either 3-phase or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
- BIDDER should ensure periodic checking of ELCB provided in their electrical apparatus.
- BIDDER should ensure that there should not be any joint in the power supply cable of any machine. All cables should be in good condition with no bare insulation or frayed wires
- Any power supply switchboard/extension boards brought by BIDDER should have ELCB of 30mA rating and it should have sockets along with 3-pin plug
- Any type of cable brought by BIDDER should not have any joint and should be of sufficient capacity for the respective job.
- BIDDER to bring their own 24V rating portable hand lamps along with cable of (apparatus should be having 230V / 24V transformer) for the temporary lighting arrangement required at site for the respective jobs.
- BIDDER should bring sufficient qty no. of temporary light fixtures (230V or 24 V as per requirement of job/contract), extension boards, cables to draw supply from nearest power point.
- Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency
- BIDDER to ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using.
- BIDDER to ensure - All portable electric apparatus shall be regularly examined, tested and maintained to ensure that the apparatus and leads are in good order.
- Only three-core cable shall be used for single phase operated tools with the third core connected to earth.
- Ensure that all metallic portable appliances are provided with 3 pin plug and socket connections with third pin be connected to the ground terminal where ever possible. Also, the metal work of the apparatus is effectively earthed.

- m) All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
- n) The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
- o) Electric holders when not in use, should be placed on an insulated hook or the holders should be fully insulated while using any welding machine.
- p) Whenever the welder stops or leaves work for any appreciable time, the power supply to welding machine shall be effectively disconnected while using any welding machine
- q) GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. BIDDER to supply the required cable between GIPCL power supply point to equipment brought by BIDDER for the specified job. Further, if BIDDER's equipment requires 3-ph 4 wire supply then they should derive 3-ph 4 wire supply from GIPCL 3-ph 3 wire supply system by incorporating sufficient capacity transformer. Like for hydro jet cleaning system, mixer machine, induction heating machine, SR machine etc., GIPCL will provide 3-ph 3 wire power supply.
- r) Cable between welding machine to GIPCL power supply point should have cable TOP plug towards GIPCL power supply point of Make BALS having rating as 63 Amp.
- s) Contractors not following above electrical safety points at any point of time are liable to penalty and their machine/ apparatus shall be seized by GIPCL. The contractor, workmen following good safety practices in their work area continuously will be rewarded / honored on National safety day.

14. REJECTION OF WORK:

If, as a result of inspection, examination or testing, the GIPCL's Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL's Representative may reject such plant, materials, work or workmanship and shall notify the BIDDER promptly, stating his reasons. The BIDDER shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If BIDDER failed to rectify the rejected work or workmanship, GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. BIDDER shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If BIDDER failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify risk and cost of the BIDDER and deducted by the GIPCL from any amount due, or to become due, to the BIDDER's dues.

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

15. GENERAL TERMS AND CONDITIONS:

- a. The decision of the Engineer-in-charge shall be final and binding on the BIDDER for defining the terms and condition included in this contract.
- b. All tools & tackles, labor, equipments, scaffolding along with materials, vehicles, tractors, Hydra etc... to execute the contract are in the scope of BIDDER. BIDDER should ensure that tools & equipments are in healthy condition.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. BIDDER shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- e. The BIDDER has to take EC insurance policy for their workmen. The BIDDER has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- f. BIDDER should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- g. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of BIDDER's supervisor, unavailability of BIDDER's safety supervisor, violation of safety rules, unsafe act by any of BIDDER's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- h. One or more jobs may be required to be done simultaneously and BIDDER shall mobilize additional resources accordingly.
- i. BIDDER must fulfill all the safety regulations and to take safety measures to avoid hazards. BIDDER shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes& safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the BIDDER repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the BIDDER, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per clause no.12) and/or termination of contract.
- j. Timely completion of all jobs and works shall be the essence of this Contract. BIDDER should closely monitor each activity 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.
- k. The BIDDER has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.

- l. 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.
- m. 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.
- n. GIPCL is an ISO 9001, ISO 14001 and 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/labor work in accordance with them.

16. BIDDER'S SUPERVISION:

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

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

BIDDER shall employ in or about execution of the work only such persons as area careful, skilled and experienced in their respective trades, and the GIPCL shall be at liberty to object to and require BIDDER to remove any person employed by BIDDER in or about execution of works who in the opinion of the ENGINEER misconducts himself or is incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the prior permission of the GIPCL. Neither BIDDER and the PURCHASER nor the ENGINEER shall hire or employ any employee of the other party except by mutual consent.

17. BIDDER TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP.

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

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

18. FACILITIES TO BE PROVIDED BY GIPCL:

- A.** The Company shall provide the following facilities to the BIDDER at the site:
1. Electricity & water at nearest available one point. Further distribution to be done by BIDDER at their cost.
 2. Accommodation to contractor's manpower on chargeable basis shall be provided.
 3. Canteen facilities to contractor's manpower shall be provided in industrial canteen on Chargeable Basis.
 4. Open space for storage.
 5. Workshop facility as available at site only. However, BIDDER may visit the workshop to ensure the existing facility. For the facilities other than available, BIDDER has to carry out the job outside at their own cost.
 6. First aid facilities as available on chargeable basis.
 7. Necessary civil works (I.e. gap sealing, anchoring, cement plaster, etc.) if required shall be under scope of GIPCL.

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

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

19. WORK MEASUREMENT/CERTIFICATION:

- a. The work to be performed being a specialized nature, the BIDDER should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The BIDDER shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. BIDDER should maintain one computer with printer for keeping daily records and maintain the data.
- c. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the BIDDER / authorized representative of the BIDDER and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.

- d. The BIDDER shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- e. 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 and shall be binding to the BIDDER.

20. FORCE MAJEURE:

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions. If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

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

21. INDEMNITY:

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.

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

22. 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.

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

23. LIGHTING:

Necessary illumination at works area will be provided by GIPCL.

24. NORMAL WORKING HOURS

Normal working hours shall be 08:30 Hr. to 17:30 Hr. The BIDDER shall not be allowing for work after 17:30 hrs without permission of EIC.

25. BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT:

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/-Lakh to all his workmen/labour deployed at GIPCL-SLPP site for the accident taking place anywhere outside the Company premises or at any place when the workman is not in course of his employment.

SECTION-D
SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK:

- 1.1 Scope of work broadly covers complete Dismantling, Engineering & Manufacturing, Packing, Forwarding, Transportation, Handling, Supply to site, storage at site, Shifting, Loading, Unloading, Fabrication, Erection, Fitting & Commissioning with all respect of G.I. Suction louvers along with SS bird screen for PHASE-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site.

APPROXIMATE EXISTING LOUVERS DIMENSIONS AND REQUIRED SIZE:

- 1) Meter Height, 7.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 2) Meter Height, 3.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 3) 2.6 Meter Height, 7.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 4) 2.6 Meter Height, 3.00 Meter width, 165 MM Thick (02 Nos. of Qty.).
- 5) The above-mentioned dimensions are approximate. BIDDERS shall visit the site for dimensional verification before submission of BIDs and understand the scope in detail to avoid any ambiguity.

BIDDER`S SCOPE

a) SUPPLY:

- 1) G.I. Suction Louvers with 16 SWG G.I. Frame (Grade: 200 Gram/Sq. Meter).
- 2) 18 SWG G.I. Blade (Grade: 200 Gram/Sq. Meter) with fixed 45° angle & 90 to 100 mm distance between Blades.
- 3) Bird Screen with 10 SWG SS 410 Corrugated wire, Honeycomb design, 25 mm square opening.
- 4) All fasteners MOC shall be SS 316.
- 5) Complete assembly fitted inside G.I. Hot deep galvanized frames.
- 6) All required consumables for complete the whole work.

b) SERVICE:

- 1) Site investigation & Survey Work.
- 2) Submission and approval of documents before manufacturing and execution.
- 3) Engineering & Manufacturing, Supply, Transportation, Shifting, Loading & Unloading with all respect at GIPCL-SLPP site.
- 4) Mobilization & demobilization including all up to hand over.
- 5) Deployment of qualified men and suitable equipment / machinery at site for installation aforesaid work.
- 6) Dismantling of existing damaged suction louver along with bird screen from PHASE-I, Unit # 1 & Unit # 2, Air Washer System. Collecting & storing scrape items at one location & than disposal of scrape at designated location as per instruction of EIC.
- 7) Fabrication, Fitting and Erection, Commissioning of new G.I. suction louvers along with SS bird screen at site as per approved specifications in PHASE-I, Unit # 1 & Unit # 2, Air Washer System.
- 8) Structural supporting work, welding, framing, bolting work with all respect.
- 9) Any other misc. works and materials / consumables for the completion of work as per site requirement in all respect.

GIPCL`s SCOPE OF WORK:

- 1) Electricity & water at nearest available one point. Further distribution to be done by BIDDER at their cost.
- 2) Accommodation to contractor`s manpower on chargeable basis shall be provided.
- 3) Canteen facilities to contractor`s manpower shall be provided in industrial canteen on Chargeable Basis.
- 4) Open space for storage.
- 5) Workshop facility as available at site only. However, BIDDER may visit the workshop to ensure the existing facility. For the facilities other than available, BIDDER has to carry out the job outside at their own cost.
- 6) First aid facilities as available on chargeable basis.
- 7) Necessary civil works (I.e. gap sealing, anchoring, cement plaster, etc.) if required shall be under scope of GIPCL.

PH-I, Unit # 1 & Unit # 2, Air Washer Fan details:

- 1) Fan capacity: 2, 50, 000 M3/Hr.
 - 2) Nos. of Fan: 04 (01 Working + 01 Stand-by for each Unit.).
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- 1.2 The BID submitted by the BIDDER not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
 - 1.3 Quantum of job mentioned against all items in the price BID are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price BID are approximate quantities for the contract period and they may vary as per job requirements.
 - 1.4 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

Note:

It is not the intent to specify herein completely all details pertaining to design, shop testing, and installation, field testing and commissioning. However, these shall confirm in all respects to high standards of Engineering design, Workmanship, meeting the requirements of all applicable codes and standards including local statutory requirements. The scope shall include all the specified accessories as well as required accessories for satisfactory / safe operation of the system.

2. FAILURE DURING EMERGENCY:

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

3. TO REMEDY DEFECTIVE WORK:

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the BIDDER shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the ENGINEER / GIPCL.

In no case shall defective or imperfect work be retained even if BIDDER followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship. The BIDDER shall remain liable under the provisions of this clause notwithstanding the passing by the GIPCL of any certificate, final or otherwise or the passing of any accounts.

4. PROGRESS REPORT:

A daily diary register will be kept in the Engineer's office. The BIDDER will supply all detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the Engineer and the BIDDER'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the Engineer's office and all day to day instructions will be given in that book. The BIDDER's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The BIDDER shall provide all information regarding procurement of materials and progress of work, as is required by the Engineer for compiling the weekly progress reports. This information shall be provided by BIDDER at 9:00 hours every Monday, for the preceding week.

5. PRICE & RATES:

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

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

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

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

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

6. CONTRACT PERIOD:

- 6.1 The contract will be for a period of (01) One year from the date of issue of the Work Order ('Contract Period').
- 6.2 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.

7. DEFECT LIABILITY PERIOD:

The defect liability period shall be twelve months from the completion of work. All defects arising during defect liability period must be rectified by the successful BIDDER free of cost.

8. TERMS OF PAYMENT:

A. Conditions of Payment:

The BIDDER shall raise the separate invoices / bills in duplicate after completion of total job of each unit with all the documents. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- i) Unit wise 100% payment along-with 100% taxes will be released against the work completed and duly certified by GIPCL.
- ii) Income Tax (IT) will be deducted at source from bills as per the rules in force.
- iii) GST shall be paid at actual as per applicable prevailing rate along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the Goods and service Tax Registration no. And the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices. HSN/SAC Code must be mentioned in invoice.
 - (d) The BIDDER shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.

- (e) The BIDDER shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- iv) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 - 1. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
 - 2. Security deposit recoverable if any.
 - 3. Advance on materials / work progress advance payments, if any.
 - 4. Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other BIDDER due to delay or any other reason, if applicable.
 - 5. Any other dues recoverable by GIPCL from the BIDDER under the contract.
- v) 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.

B. Validity and Uniformity of Rates

The rates shall be valid for a period of one year of the Contract Period and shall remain unaltered during Contract Period.

9. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE:

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

Measurement sheet along with joint record of work done in the form of joint inspection report duly signed by authorized representative of BIDDER and GIPCL Engineer. The bill will not be entertained without submission of above documents.

10. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL:

BIDDER shall submit each RA bill of work carried out along with documents like Copy of statutory compliance like labour license along with report certification pertaining to respective bill period.

11. MOBILIZATION AND EXECUTION:

- a) BIDDER shall mobilize the resources at site within 07 days from the time the intimation given by GIPCL.
- b) BIDDER shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, coordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.

- c) The resources required for execution of above jobs will vary from time to time, hence BIDDER shall mobilize the resources accordingly.
- d) BIDDER shall provide accommodation for the persons deployed by him for the work at his own cost.

12. QUANTITY OF WORK:

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

In case, contract quantity/amount exhausted before completion of contract period, GIPCL reserve the rights to increase the quantities or contract amount for successful completion of entire contract period. BIDDER shall responsible to complete the particular job up to entire satisfaction of Engineer-in-charge.

The item rates remain firm & unchanged till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... for any reason whatsoever. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, BIDDER has to execute all work as per the Plant requirement.

13. GENERAL CONDITIONS OF CONTRACT:

General Conditions of Contract and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. BIDDERS are advised to go through the same. Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.

SECTION-E
PRICE SCHEDULE

SN	Description	UoM	Qty.	Unit Rate (Rs.)	Total Contract Value (Rs.)
1	Charges for Engineering, Manufacturing, Supply, Transportation, Packing, Freight, Shifting, Loading & Unloading of GI Suction Louvers along-with Bird Screen of PH-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site as per tender scope of work.	L/S per Unit	2.00		
2	Charges for Dismantling, Loading, Unloading & Shifting of existing damaged GI Suction Louvers along-with Bird Screen of PH-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site as per tender scope of work including Hydra, Tractor, Scaffolding mobilization & Demobilization from elevation 5 Meter to 15 Meter elevation.	L/S per Unit	2.00		
3	Charges for Shifting, Loading, Unloading, Cutting, welding, Fabrication, Erection, fitting and Commissioning of new GI Suction Louvers along-with Bird Screen of PH-I, Unit # 1 and Unit # 2, Air Washer System at GIPCL-SLPP Site as per tender scope of work including Hydra, Tractor, Scaffolding mobilization & Demobilization from elevation 5 Meter to 15 Meter elevation. Frame designing of new GI Suction Louvers as per requirement with all required accessories like, Structural support etc.	L/S per Unit	2.00		
Total Contract Value without GST (Rs.)					
GST Amount as applicable (Current GST rate @ 18 %) (Rs.)					
Total Contract Value with GST (Rs.)					

Note: The rates shall include all cost of manpower, materials, Tools & Tackle, Scaffolding, Hydra, Tractor, Trolley, Supervision, vehicles, transportation, Safety statutory compliance, mobilization and demobilization, Supply, Manufacturing Erection, Testing, Commissioning of System etc... with all respect.

GST shall be paid at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.

SECTION-F
LIST OF ANNEXURES& FORMS

1.0 ANNEXURE-A

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

Ref: Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

To
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.
At & Post Nani Naroli
Taluka Mangrol
Dist. Surat
Gujarat-394 112.

Dear Sir,

In consideration of the Gujarat Industries Power Company Limited (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context/or meaning thereof include its successors, administrators, and assigns) having awarded to M/s..... having its Registered Office/Principal Office at (address) (hereinafter referred to as the "BIDDER" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) a Order by issue of Purchaser's Letter of Intent No.....dated.....and same having been unequivocally accepted by BIDDER datedvalued atfor (scope of order)and BIDDER having agreed to provide a Order Performance Guarantee for the faithful performance of the entire order including for the quality of the materials and/or workmanship, successful commissioning and satisfactory performance of the equipments/system and satisfactory services rendered during the guarantee/warranty period of Months under the said LOI/Order equivalent to.....*..... (Percent) of the said value of the order to the purchaser
(Name & address of Bank) having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by BIDDER to the extent of (in figures) (in words) as aforesaid at any time up to (days/months/year) **..... without any demur, reservations, contest, recourse or protest and/or without any reference to BIDDER.

Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and BIDDER of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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

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

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

Dates this.....day of20.....at

.....

Signature

Banker's rubber stamp:

Name

Designation with Bank stamp:

Attorney as per power of

Attorney No.

Dated:

2.0 ANNEXURE-B

Declaration cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the BIDDER

Declaration for Contractual Litigations

(To be submitted on Company's Letter Head)

Please Tick (√) whichever is correct option

I _____ on behalf ofName of Party/Company.....
hereby confirm that I /We have

a. Not invoked legal recourse e.g. litigation against any Govt, of Gujarat
Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies /
undertakings / organizations for the last three (03) years. There are no
ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings /
GoG supported Companies, including GIPCL.

Please Tick ()

OR

b. Invoked legal recourse e.g. litigation against any Govt, of Gujarat Undertakings /
Depts. / Authorities and Govt. of Gujarat supported companies / undertakings /
organizations for the last three (03) years.

Please Tick ()

If "b" is applicable, please submit the details for the same.

The above is true, as on date, to the best of my knowledge. Any breach/ false
statement in this regard shall amount to disqualification of the BID being submitted
herein.

Signed and Stamped by the
Authorized Signatory
Of the BIDDER

3.0 ANNEXURE-C

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

All the deviations from the terms & conditions of contract 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 points are the only deviations from the Owner's General condition 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 the specific requirements laid out in the Owner's General specifications, then the latter shall govern and will be binding on the BIDDER for the quoted price.

COMPANY SEAL

SIGNATURE.....

NAME

DESIGNATION

COMPANY

DATE

ETHICS PACT**GUJARAT INDUSTRIES POWER COMPANY LIMITED**

Reference PO Number

Date:

Integrity Pact No.:

Contract Period

To create an environment where Business Confidence is built through best business practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the benefit of stakeholder, society and the nation.

GIPCL'S COMMITMENT	PARTY'S COMMITMENT
To maintain the highest ethical standards in business and professions	Not to bring pressure / recommendation from outside GIPCL to influence its decision.
To ensure maximum transparency to the Satisfaction of all stakeholders.	Not to use intimidation, threat, inducement or pressure of any kind on GIPCL or any of its employees.
To fulfill the terms of agreement / contract and to consider objectively the viewpoints of	To be prompt and reasonable in fulfilling the contract, agreement and legal obligations.
To ensure regular and timely release of payments	To provide goods and / or services timely as per agreed.
To ensure that no improper demand is made by employees or by anyone on our behalf.	To maintain the general discipline in our dealings and transactions.
To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and others to enable them to complete the works in time.	To be truthful and honest in furnishing information.
To provide all necessary information to suppliers /BIDDERS relating to contract / job to facilitate them to complete the contract / job successfully in time.	Not to divulge to others any information, business details about GIPCL made available during the course of business relationship without the written consent of GIPCL.
To ensure that no hurdles are caused to vendors / suppliers / BIDDERS in execution of	Not to enter into cartel / understanding whether formal or informal so as to influence the price.

Seal & signature

Seal & Signature

(GIPCL's Authorized Signatory)**(Party's Authorized Signatory)****Name:****Name:****Designation:****Designation**