



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

TENDER DOCUMENTS FOR;

Open E – tender with E-reverse auction through (n)procure for Biennial Rate Contract for Application & Repair of Insulation of Boiler Pressure Parts, Hot Flue Gas Ducts and Hot Air Ducts, Steam and Water Piping, Fuel Oil Piping etc. in Unit 1,2,3,4 Boilers for 2024-26.

Tender Bid No. : SLPP/MECH/BLR 1,2,3,4/INSULATION /2024-26
(n)Procure Tender ID : 68187

TENDER NOTICE (NIT)

Name of work	Biennial Rate Contract for Application & Repair of Insulation of Boiler Pressure Parts, Hot Flue Gas Ducts and Hot Air Ducts, Steam and Water Piping, Fuel Oil Piping etc. in Unit 1,2,3,4 Boilers for 2024-26.
Place of work	Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat (Gujarat).
Quantity	The successful lowest bidder will be awarded this contract, involving total quantities of various items as mentioned against item descriptions in Price Schedule (Annexure-F1)
Period of Contract	24 Months.
EMD	Rs. 39000/- (Rupees Thirty-Nine thousand only) to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode. In case of Bank Guarantee, the BG shall be in favor of GIPCL from approved Banks mentioned in this tender.
Tender fee	Rs. 2950 / - (Rupees Two thousand Nine Hundred Fifty only) non-refundable & 18% GST inclusive to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode
Availability of online Tender document	On (n)procure portal: https://tender.nprocure.com or On GIPCL's website: http://gipcl.com/ (for viewing and downloading Tender Document)
Downloading of online tender document from websites	From 17.04.2024 to 17:30 Hrs. To 07.05.2024, 17:30 hrs On (n)procure portal: https://tender.nprocure.com or On GIPCL's website: http://gipcl.com/ (for viewing and downloading Tender Document)
Last date & Time of online submission of offer	07.05.2024, 17:30 hrs on (n)procure portal https://tender.nprocure.com
Submission of EMD and other supporting documents for prequalification bid in physical form	EMD and other documents to be submitted in physical form within on or before due date of closing of the tender during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
E-Reverse Auction	Will be informed by GIPCL to all qualified Bidders

NOTES:-

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders or split the work among the Bidders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The conditional tender will not be entertained and shall be liable for rejection.
5. The Bidders are required to submit their Bids online only through the website <https://tender.nprocure.com>.

6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to (n)procure site related issues. In case of any issues/difficulties cropping up during online uploading/submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n)Code Solutions as mentioned in Section-B of tender, and as well as to GIPCL through mail to bggajjar@gipcl.com
7. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:

CHIEF GENERAL MANAGER – (RE & SLPP)
GUJARAT INDUSTRIES POWER CO. LTD.,
(Surat Lignite Power Plant)
Village – Nani Naroli, Taluka – Mangrol
District – Surat 394 110, Gujarat
Phone : 02629-261063 (10 lines)
Fax : (02629) 261073 / 261074
E-mail : bggajjar@gipcl.com

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS:-

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1184.4 MW comprising of various conventional and renewable projects.

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.

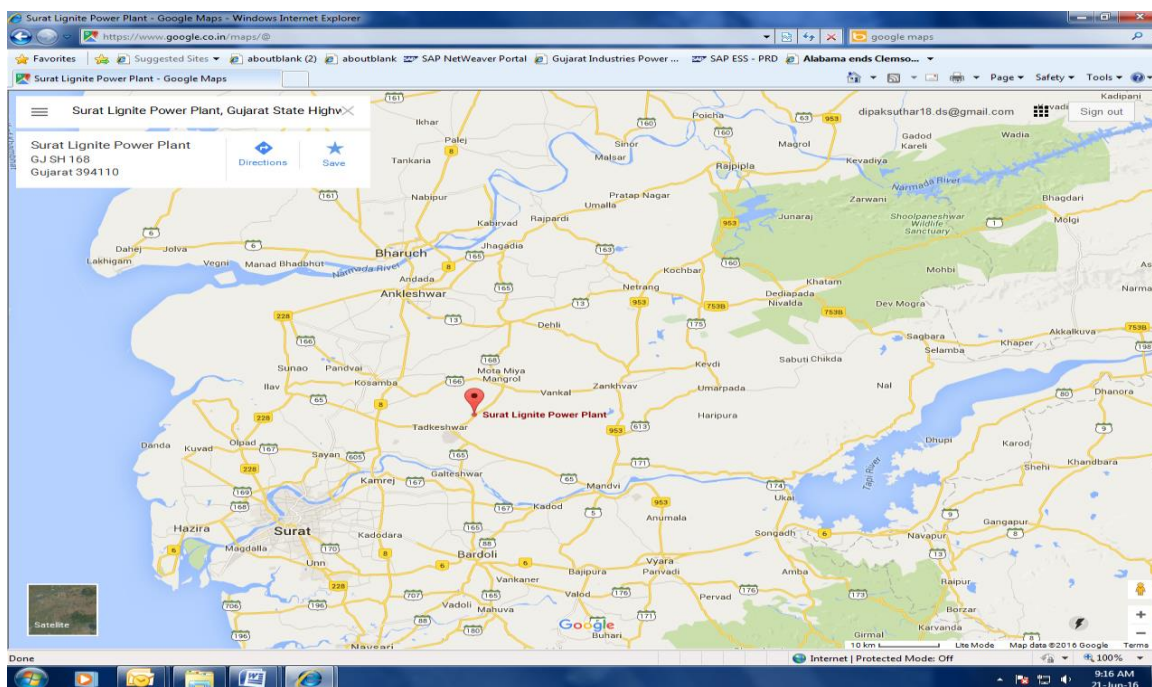
GIPCL commissioned a greenfield project of 2 x 125 MW Surat Lignite Power Plant (SLPP-I) based on environment friendly CFBC technology at Nani Naroli, District Surat, Gujarat in November, 1999 having long Term PPA with GUVNL for 30 years. The capacity was further enhanced with the commissioning of another 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.: 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 2,375 MW Renewable Energy Park at Khavda in the Kutch district of Gujarat.

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



The Company intends to award Biennial Rate Contract for Application & Repair of Insulation of Boiler Pressure Parts, Hot Flue Gas Ducts and Hot Air Ducts, Steam and Water Piping, Fuel Oil Piping etc. in Unit 1,2,3,4 Boilers for 2024-26 and is therefore inviting open tenders online through <https://tender.nprocure.com> from experienced & resourceful contractors.

2. DETAILED SCOPE OF WORK:-

Detail scope of work constitutes of following part.

- A) Mobilization of resources &
- B) Application / Repair work of Insulation

PART A:-

Mobilization of resources:-

To carry out the application/repair work of insulation, party has to mobilize resources as follows.

It includes mobilization of manpower along with necessary tools & tackles. Contractor has to mobilize sufficient quantity of scaffolding materials, drilling machine (either pneumatic or electrical), cutter, welding machine, cutting set, material shifting and lifting arrangements, Bed material and scrap insulation cleaning equipment's, Wires for Insulation stitching, all types screw for aluminum sheet fixing etc. for the hot insulation application and repairing work. It also includes mobilization of necessary consumables etc. required for the operation of pneumatic machine, electric machine, welding electrodes etc. Party has to mobilize sufficient tools & tackles with a backup arrangement for breakdown of any machine.

Contractor has to arrange sufficient number of site In charge, supervisor, scaffolders, lagers, fitters, riggers, welders, helpers etc. for carrying out Insulation application / repair work. Party has to mobilize all necessary safety equipment's, PPE's etc. required for carrying out the Insulation works at site.

During Annual Over hauling / shutdown of Unit, quantum of Insulation application / repair work will be more. Contractor shall mobilize additional sufficient number of manpower for AOH / Shut down work. GIPCL will give intimation by mail or verbal communication for additional manpower / resources.

Contractor shall immediately mobilize sufficient manpower with tools and tackles as per intimation given by GIPCL.

No separate charges for mobilization of Manpower and tools tackles as well as equipment's will be given to the party. Party shall load the expenditures in the rates of application / repair of hot Insulation works, Party shall quote accordingly.

PART B:-

Application / Repair work of Hot Insulation in boiler for

Application / repair of Insulation work are to be carried out in following different areas.

- Combustor, Seal pot, FBHE's
- All Fan and SUB ducts
- PAWB and PA duct
- APH, ESP Pass A and B
- First and Back pass area
- Headers & Coils
- Steam and air lines
- Drum and pent house area
- Fuel tank & piping
- Any other area of Unit 1,2,3,4 as per EIC as per site requirements.

Inspection of Insulation in the above areas will be carried out for identification of damaged area.

Detail scope of work for Insulation application/ repair is as below.

- Party shall prepare bar chart for execution of work and submit to GIPCL within one day of inspection for annual over hauling, forced shut down, running maintenance. Inspection photographs of all above areas are required to submit to GIPCL.
- Mobilize scaffolding material required for hot Insulation work and erect the scaffolding and platform as per safety norms and requirements.
- Party shall bring sufficient scaffolding material for hot Insulation work to ensure safety. Party shall also keep 25% additional scaffolding material to make approach in various location of unit 1,2,3,4 boiler.
- Cleaning the bed material up to shell plate, Duct plate, header, lines etc..., Dismantling and application and repair of Insulation work will be carried out by the party in identified area as per instruction of Engineer in charge (E-I-C).
- Removal of the damaged Hot Insulation & bed material/ash by manual chipping, cutting depending, cleaning upon the requirement either up to shell or pressure parts or lines or ducts or headers or other area etc. and removal of old insulation rod by grinding and cleaning the same. Removal of bed material/ash is in contractor scope.
- Care should be taken to avoid any damage to tubes or shell or duct or line or header etc... while removing, repairing and application the Hot Insulation.
- Complete cleaning of the shell plate, tubes area, header area, pipe line, ducts etc... and other area shall be carried out by cleaning/grinding/chipping and to be offered for inspection to EIC.
- Contractor has to shift Insulation material and other all material from warehouse.
- Ensure proper surface preparation and weld the rod with suitable welding rod at suitable distance. Cross check/inspect jointly with EIC. (Recommended welding electrodes Advani / D & H/ Oerlinkon, ESAB, L&T).
- Paint the rods and retainers with black bituminous paints. Apply insulation as per drawing provided by GIPCL or as per instruction from EIC.

- Party has to shift the Installation of retainer plates with supporting ribs wherever necessary. (Angle, section etc.....)
- Party has to arrange sufficient number of skilled & unskilled manpower for executing the job on round the clock basis for dismantling, installation & removing debris of hot Insulation.
- Party has to execute the work and submit the report, all photographs, drawing, dimensions to GIPCL in hard copy or soft copy.
- The scope of work also includes the erection of temporary supports, fabrication work for insulation rod, required scaffolding, platform and lifting arrangements for hot Insulation application / repair works as per the site requirements. No separate payment will be done on this account.
- Sealing compound / Tar felt to be apply all joins of all application area.
- Header / Duct Fabrication work by MS angle & MS flat is in contractor scope. (MS angle and MS flat provided by GIPCL, Party should issue from WH). No separate payment will be done on this account.
- Fixing of Square and round retainer / washer after aluminum sheet fixing for more strength is in contractor scope.
- The estimated quantity of hot Insulation application/ repair as per attached annexure quantity.
- Estimated quantities of various items as above are considered based on survey of insulation condition in Unit- 1 to 4 boilers and past experience of insulation work carried out during AOH and FSD. However, actual quantity may vary during contract execution, but the overall contract value will be considered for billing purpose. If estimated quantity in any item exceeds during contract execution, then contract value of other items will be utilized without exceeding the total contract value. **The payment will be done as per actual execution of quantity.**
- Party has to make joint protocol with detail report and photographs. Detail report shall indicate the areas of hot Insulation application/repair along with sketches & material specifications. Party has to submit this detail report along with the invoice.
- 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.
- Application and repair Quantity mentioned is for Unit 1,2,3,4.
- Supervisor and Manpower deployed by contractor shall be experienced and familiar with CFBC Boiler / Power Plant and various location of work such as: Combustor, Back pass, Pent house, FBHE (Fluidized Bed Heat Exchangers), PA Wind box, Air Preheater, ESP, Flue Gas / Air Ducts, Boiler drum etc.

APPLICATION OF INSULATION:-

- Cleaning of bed material, Ash and Insulation material and aluminium sheet up to shell / duct / header / coil etc...,
- Fabricating and fitting of insulation holding pins of 6 mm diameter, MS retainers of size 70 mm x 70mm x 2 mm, wherever necessary. Fabrication work for insulation rod and MS angle, MS flat, MS Channel etc... involved for insulation work in ducts, header, coils etc.
- Application of new insulation materials of specified density and thickness, filling the joint with loose wool, accurately stitching the joints with G.I lacing (0.9 mm dia.) to allow normal expansion without affecting the blanket insulation.
- **Pipes-** On continuous runs of 6 meters or more of vertical pipe, support rings shall be provided at not more than 3-meter intervals. Such rings shall encircle the pipe and total insulation thickness
- **Ducts-** When insulation is applied around the corners of the duct, care should be taken to counteract the tendency of the insulation to thin down at these locations.
- Aluminum strips shall be strapped / lashed above cladding sheet for better locking of the insulation.
- Apply Aluminum sheet as per EIC.
- Square and round retainer / washer fixing after aluminum sheet fixing for more strength is in contractor scope.
- **For insulation work of all type of equipment i.e Duct, tube walls, headers, pipes, tanks, drums, valves etc. measurement will be done as per “actual area measured in square meter” only and the applicable rates shall be as per price schedule given here in as per**

Annexure-F1. Any other standard/method of measurement (for ex. IS Standard etc.) shall not be applicable for work certification.

- For insulation of Manhole doors, valves etc. the detachable insulation and sheeting assembly shall be made with clamping arrangement.

FINISHING INSULATION:-

- Covering the insulation with aluminum sheet of specified gauge keeping proper overlap at all the joints.
- Securing the joints by self-tapping screws at appropriate distance.
- Square and round retainer / washer fixing by welding with insulation rod after aluminum sheet fixing for more strength is in contractor scope.
- All the joints between adjacent sheets shall be grooved or overlapped 50 mm minimum to prevent ingress of rain water.
- The large shells/chamber of 5m diameter/length and above situated in areas subject to heavy winds, shall preferably be finished with corrugated sheets for better resistance.
- Sealing compound / Tar felt to be apply all joins of all application area.

SCAFFOLDING WORK:-

Contractor has to bring scaffolding pipes, ladders and its clamps for the erection of scaffolding. Contractor has to erect and remove all the scaffolding wherever required with all safety precautions. Scaffolding to be prepared in cubical manner as per requirement and getting approval from Engineer in charge.

SCOPE OF CONTRACTOR:-

- Party has to arrange issue of material from warehouse, shifting of material from warehouse to site including loading / unloading of material. Party shall furnish day to day material conciliation report.
- Mobilization of manpower and other resources as mentioned in detailed scope of work. Party shall also mobilize additional manpower and material and tools tackles within short notice whenever required.
- Scaffolding material, platforms, ladders required for hot insulation repair, replacement work shall be arranged in sufficient quantity to meet requirement of the job in respective area.
- Cleaning of bed material, Ash, dust and Insulation wool up to shell / duct / header / coil etc...,
- Lifting arrangements for lifting material from ground floor to various floor. GIPCL will not provide any lift/crane/hoist for this purpose.
- All required cutting set, Welding machine, Grinding machine, cutter machine for aluminium cladding sheet, cleaning equipment, black bituminous paints, Sealing compound / Tar felt, GI wire for Insulation stitching, all types screw for aluminum sheet fixing, air hose, lighting arrangement, etc. in sufficient quantity shall be arranged by contractor.
- Contractor shall arrange minimum 03 numbers of welding machine at site during normal working. Contractor shall arrange additional welding machine during AOH / Shut down as per work requirement. All welding machine shall be equipped with ELCB.
- Welding rod for Insulation rod welding and other fabrication works as per site requirement.
- All type screw and GI wire with minimum 0.9 mm dia
- Fabrication work of MS angle & MS flat for ducts, headers and coils is in contractor scope. (MS angle, MS Channels and MS flat provided by GIPCL, Contractor should issue from WH).
- All type of fabrication work associate with application and repair work of insulation as per instruction of EIC.
- Experience and skilled welders for welding work.
- Any other material and machines required for complete Hot Insulation repair, application work.
- Insulation supporting material like: sealing compound, cleats, studs, nuts, bolts, lugs, pins or collars (rings), bituminous paint, Tar felt, all types screw, GI wire etc.

- Contractor shall assist in surface temperature measurement before and after application of insulation.
- Contractor has to arrange submit the detail report, all photographs, dimensions to GIPCL in hard copy / soft copy.
- Security & safety of contractor's material and the material issued by GIPCL shall be contractor's scope.
- All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
- All safety/PPEs required during work at site are to be arranged by the contractor.
- The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
- Contractor has to depute their full time experienced overall site-in-charge / supervisors for work execution as per specification and for day to day work planning & coordination with Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc...
- The Contractor shall be required to shift spares, material etc in required quantity duly approved by GIPCL's Engineer-in-Charge whenever necessary from GIPCL store/ warehouse to site or site store as per the instructions of Engineer- in -charge. Contractor shall be required to arrange transportation for above. The cost of transportation will be on contractor's account. The contractor shall be responsible for safe transportation, handling and storage. If equipment fails due to improper material or intermixing the cost of such damages shall be recovered from contractor's bills. It is the responsibility of contractor to keep various materials separately to avoid intermixing. The failure /defects of equipment due to improper method of work, equipment assembly due to contractor negligence, and the losses will be recovered from contractor's bills.
- Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt, 240 Volt and sufficient quantity of halogen lamp.
- Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections.
- The Contractor must ensure that all the generated scrap removed insulation wool, aluminium sheet, wire mesh, debris, cotton waste, waste oil, tools - tackles etc... are removed from the site immediately and he must ensure cleaning of the site. Further, these items should be disposed off to the scrap yard or any other designated place as instructed by Engineer In Charge. In case of heavy weight items, if required transportation may be arranged by the GIPCL at the discretion of the engineer in charge on chargeable basis. If the scrap removal is not done within the stipulated time given by GIPCL Engineer, the scrap will be removed by GIPCL at the Contractor's cost with penalty and it will be deducted in the bill.
- Insulation scrape materials should be collected in separately with proper care and then disposed at a suitable location as per the instruction of engineer in charge.
- It is the responsibility of site in charge to segregate and remove the scrap from site. Work will be certified by E-I/C only after removal of scrap to the scrap yard.
- If any equipment or part are found damaged due to negligence / fault of contractor, the cost of such damages shall be recovered from the contractor bill.
- Contractor shall nominate / authorize a person in writing as Site in charge to coordinate with GIPCL engineer and should bear overall responsibility of contract. Such person shall function from site office of contractor at SLPP. Adequate Supervisory staff for execution of said work should be deployed round the clock.

- The decision of the Engineer in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- Inspection of work will be done by engineer in charge or his authorized representative, if the work is not found satisfactory, engineers in charge reserves the right to take suitable action.
- The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job.
- Contractor has to carry out the work simultaneously at one or more locations. Accordingly contractor shall mobilize resources.
- **DISPOSAL OF REMOVED / SCRAPPED INSULATION MATERIAL:**

- Disposal of total scrap generated during application and repair of insulation shall be in contractor scope including loading, unloading of scrap arranging tractor and shifting to disposal site as shown by EIC. The contractor has to arrange tractor with trolleys / JCB / cultivators / breaker machines for lifting/shifting the scrap materials of their own. If required, contractor has to arrange JCB / cultivators / tractor with trolley for leveling of dump scrap at disposal site.

Handling, re-handling and disposal of removed/scrapped Insulation material shall be in contractor scope. Removed/scrapped Insulation material shall be disposed as per following procedure.

- Shifting of dismantled Insulation material scrap from boiler area to ground floor & then at temporary scrap yard area marked by EIC. From temporary scrap yard it is to be shifted to scrap yard area as per instructions of EIC. Scrap yard area will be shown by EIC, which will be within the radius of 12 km from plant area. Removed Insulation material shall be completely disposed-off within three days after completion of works. 5% of the amount will be held bill wise till site is cleared.
- Only Insulation material grog shall be disposed to the designated space shown by GIPCL. The Insulation material packaging and handling material like plastic bags, polyethene, jumbo bags etc. shall be removed from dry or wet Insulation material wastage (to be cleaned if required) and shall be segregated separately in order to recycle / further usage. Also, metallic parts from the Insulation material wastage shall be taken out inside the plant and segregated before disposing at designate place. Disposing of plastic bags, polythene material, jumbo bags, metal parts etc. shall not be allowed to final disposal area along with scrapped Insulation material.
- Also, reshuffling of scrap at disposal site by JCB or any other means shall be done for proper positioning/levelling etc. at designated site.
- Transportation of scrapped Insulation material, unloading, positioning, leveling etc. shall be contractor scope including arrangement of tractors / trucks, dumpers, JCB etc. as per requirement/instruction from EIC.

GENERAL SCOPE WORK:-

All insulation materials, fixed in any manner, should be applied so as to be in intimate contact with the surface to which they applied: and the edges, or ends of sections, shall butt up close to one another over the whole surface except in special application. For this reason, edges or ends shall, where necessary, be cut or shaped at site.

While applying flexible materials care shall be taken to ensure that the material is applied at the recommended density.

While applying multi-layer insulation all joints shall be staggered and each layer shall be separately secured to the surface.

In consideration of possible pipeline movement with change in fluid temperatures, different pipes should be insulated separately.

Before the insulation of fittings (i.e. valves, flanges, bends, studs, end caps, bellows, expansion/contraction joints, ventures, orifice plates, elbows, reducers, tees etc.) is taken up, insulation of the pipe, with its protective finish shall be completed. The insulation shall be stopped short of the fitting on both sides of the fittings so as to allow for the withdrawal of bolts without disturbing the insulation.

The insulation shall be supported when applied to the underneath ducts or too long runs of vertical sides. These supports serve to hold the insulation in place, prevents its slipping or dropping down.

3. GENERAL INSTRUCTIONS:-

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

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

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

Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The bid should include cost of mobilization and cost to adhere to all safety norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of bid on account of mobilization or Safety costs.

Bidder has to submit all the information and details required in the bid document. Failure to furnish all the information as per required bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications and requirements shall be rejected.

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.

The tender documents shall not be transferable.

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

Conditional offers shall not be considered and liable to be rejected.

The Company reserves the right to extend the deadlines for submission of the bids by giving amendments.

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.

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.

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.

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 obligation under the contract.

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

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

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.

GIPCL reserves the rights to allot the work for both Phases to a single bidder or GIPCL may split the contract between two parties at GIPCL's discretion, phase-1 and phase-2 work separately as it may deem appropriate.

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 fulfil his contractual obligation within the scheduled rates and to have satisfied himself to the sufficiency for his offer.

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

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

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

1. Bidder should possess minimum three years of experience during last five year in application and repair of Insulation material in lignite or coal fired units in boilers of 70 MW or more capacity. Bidder shall submit necessary evidence for the same including self-attested copies of work order / work execution and work completion certificates from clients. The work completion certificate shall comprise of order value & executed value. Bidders should have executed work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
2. Bidder should produce evidence of having experience of successfully completed similar works as defined hereabove during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self-attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
 - A. One similar completed work each costing not less than the amount equal to Rs. 18.02 Lakh
OR
 - B. Two similar completed work each costing not less than the amount equal to Rs.11.26 Lakh
OR
 - C. Three similar completed work each costing not less than the amount equal to Rs. 9.01 Lakh

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

3. Tender fee : Non-refundable & Rs. 2950/- (Rupees Two Thousand Nine Hundred Five Hundred only) 18% GST inclusive
Tender fees to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode”, -
Proof to be attached
4. EMD: Rs. 39,000/- (Rupees Thirty-Nine thousand Only), EMD to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode”, or Bank Guarantee given by Bank as described in subsequent clause. **Proof to be attached**
5. Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner. **Proof to be attached**
6. **Attested copies of** relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern

authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained. Copies of the same shall be submitted.

7. Bidder should have average annual turnover of Rs. 6.75 Lakh for last three financial year (2022-23, 2021-22 & 2020-21). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant (Certified by/from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India) for the last three years to demonstrate the financial healthiness of the company. The balance Sheet and profit & loss account must be in the name of company. Any type of MOU for this purpose will not be entertained. Copies of the same shall be submitted.

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. (Audited by a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India)

8. Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant (certified by/from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India) for the last three years (2022-23, 2021-22 & 2020-21) to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.
9. The Bidder has to submit Income tax Permanent Account number (PAN) & GST registration number. Copies of the same shall be submitted.
10. The net worth of the bidder as on 31.03.2023 should be positive as evidenced from audited accounts.
11. In case Bidder is a Consortium / joint deed of Under taking of company, the above requirements / credential of consortium leader / bidder shall be considered unless otherwise specifically mentioned in tender.
12. Sub letting of work is not allowed in any manner.
13. Contractor has to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
14. Bidder shall enclose P. F. code allotment letter along with labour licenses and W.C. Policy copies of previous orders.
15. If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit “Declaration for Contractual Litigations” as amended in Annexure / Form attached.
16. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as in **Annexure** attached.

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

- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws
17. 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.
18. Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, equipment's, tools & tackles, labor deployment, associated risk, surrounding etc

6. LANGUAGE OF BID:-

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

7. EARNEST MONEY DEPOSIT (EMD) & TENDER FEE:-

Rs. 39000/- (Rupees Thirty-Nine thousand only) to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode. In case of Bank Guarantee, the BG shall be in favor of GIPCL from approved Banks mentioned in this tender and crossed demand draft in favor of Gujarat Industries Power Company Limited only.

Rs. 2950 / - (Rupees Two thousand Nine Hundred Fifty only) non-refundable & 18% GST inclusive to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode.

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

Bank Name: State Bank of India Branch: Nani-Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110 IFSC: SBIN0013423 Beneficiary Name: Gujarat Industries Power Company Limited Account No.: 33514692834 MICR code: 394002513
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EMD may, in the alternative, be submitted in the form of an irrevocable Bank Guarantee ('**BG**') in favour of Gujarat Industries Power Co. Ltd. from:

- All Nationalized Banks
- Axis Bank

- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank
- AU Small Finance Bank

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

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

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

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

No interest shall be payable on EMD.

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

8. SCHEDULE OF EMD & TENDER FEES:-

EMD & Tender fee and other documents duly signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: CGM – (RE & SLPP.) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village – Nani Naroli, Taluka – Mangrol District – Surat 394 110, Gujarat Phone : 02629-261063 (10 lines) Fax :- (02629) 261073 / 261074 Email:- bggajjar@gipcl.com
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9. SUBMISSION OF BIDS:-

A. MODE OF SUBMISSION

1. The bids shall be submitted online at the <https://tender.nprocure.com> within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

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

Note: Tender fee and EMD Proof of payment shall be submitted on or before due date and time of closing of the tender.

(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:

- Qualification and experience of site in charge, Supervisors / Engineers.
- Schedule of deviation (Annexure-J) Technical as well as commercial, if any.
- Eligibility Criteria (Annexure-G), To be fill and forward as a part of techno-commercial bid along with all required document.

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 as mentioned in tender document
3. Performance certificate / work completion certificates & Work Order issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turnover for any of the three years, 2022-23, 2021-22, 2021-20 audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India will be required.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.
10. To participate in e-Reverse Auction, Bidders have to create e-Auction User Id on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction.
11. Annexure - F, duly filled and stamped undertaking for following:
 - a. Declaration Cum Undertaking for Safety Laws and Regulations Compliance
 - b. Declaration for Contractual Disputes/ Litigations

(b) Price Bid:

2. Price Bid shall be submitted only in soft form/online through <https://tender.nprocure.com>
Note: Estimate includes cost of all manpower, Supervision, equipment's, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...
3. GST shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
4. The quantities shown in the Price bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

B. METHOD OF TENDERING / SIGNATURE ON BIDS:-

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.

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

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.

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

Erasures or other changes in the Bid Documents shall be initialled by the person signing the Bid. Bids not conforming to the above requirements of signing shall be disqualified.

Bids not conforming to the above requirements of signing shall be disqualified.

10. MODIFICATION AND WITHDRAWAL OF BIDS:-

The Bidder may modify or withdraw the bid prior to the deadline prescribed for submission of bids.

No Bid shall be modified subsequent to the deadline for submission of Bids.

No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

11. POLICY FOR BIDS UNDER CONSIDERATION:-

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.

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:-

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.

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:-

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

Preliminary Examination:

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.

Arithmetical errors will be rectified on the following basis:

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 bidder.

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:-

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.

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.

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.

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.

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.

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

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

15. RIGHT OF REJECTION OF TENDERS:-

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.

Any Tender without EMD and Tender fee will be treated as non-responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

16. AWARD OF CONTRACT:-

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.

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.

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

GIPCL reserves the right to split the contract quantity between vendors.

17. CONTRACT PERIOD:-

The contract will be for a period of 02 years from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

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.

The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

18. MOBILISATION PERIOD:-

GIPCL will give 7 days' advance notice for mobilization of resources to site for commencement of insulation work during normal running and annual overhauling / shut down of unit. Contractor shall mobilize sufficient manpower and machine with necessary tools & tackles within the time to site. For, any other defects to be attended during forced shutdown and unit running conditions, party has to mobilise resource within 24 hours.

19. ASSIGNMENT AND SUB-LETTING:-

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

20. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER:-

The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.

The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower like technician, Fitter, helper, rigger, welders, cutter, electrician, store keeper etc. for properly complete the job in given/scheduled time.

The Contractor shall depute workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.

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

The Contractor shall also comply with the safety requirements and provide his workmen/labour with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:

- a) Safety shoes
- b) Goggles / face shield.
- c) Ear plug / Ear muff.
- d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
- e) Boiler suits

Contractor shall nominate /authorise senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.

The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily maintenance job. They have to maintain daily job register duly signed for the works carried out and duly certified by engineer in charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of engineer in charge they have to allot the work and execute the same in specified time limit.

During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilise additional resources accordingly.

Contractor has to carry out the work simultaneously at one or more locations. Accordingly contractor shall mobilize resources.

During emergency or similar situations the Contractor shall be required to mobilise resources as per need within the time as directed by GIPCL (as per clause **MOBILISATION PERIOD**). If the contractor fails to mobilise sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges & the same will be recovered from the Contractor's bill.

Important Note: Whenever any of the Unit at SLPP remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of 24 hrs from the time of intimation to the site in charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.

During working in high risk area like Combustor, Pent house, FBHEs, Ash cooler, PA duct, Wind box, Seal Pot, Air / Flue gas duct, Cyclone, hot steam/water/oil and air lines, duct of air & flue gas height the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

During unit Shut down, overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling & Shut down period quantum of Insulation work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on job rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor should mobilise sufficient number of manpower and execute the work in two shifts with independent manpower. Contractor should not continue the same manpower more than 12 hours.

Supervisor and Manpower deployed by contractor shall be familiar with CFBC Boiler / Power Plant and various location of work such as: Combustor, Back pass, Pent house, FBHE (Fluidized Bed Heat Exchangers), PA Wind box, Air Preheater, ESP, Flue Gas Ducts, etc.

B: TOOLS & TACKLES:-

All tools and tackles to execute the contract are in the scope of the contractor. The contractor should ensure that tools are in healthy condition. All consumable items i.e. cloth, cotton waste, kerosene oil, gases (Oxygen, D/A, Argon), welding machine, scaffolding materials, lifting tools, winch machine / Lifting arrangements, grinding machine, cutter machine, bituminous paint, GI & SS wire, brushes, Water and air flexible hose with connectors, lighting equipment's, etc. would be in the scope of the contractor.

Insulation supporting material like: sealing compound, bituminous paint, Tar felt, all types screw, GI etc would be in the scope of the contractor

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

Note: the welding electrode should be approved make i.e. Advani, Oerlikon, ESAB, D&H, L&T.

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

Provision of scaffolding material for insulation work will be in the scope of the contractor. The scaffolding shall be with pipe and clamps, metallic jallies, ladders.

For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with tractors in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.

In case of breakdown of equipment, the contractor 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 the contractor should be in a position to mobilize the manpower immediately within minimum time.

Arrangements for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place. Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

21. CLARIFICATION OF BIDDING DOCUMENTS: -

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

22. 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'.

Contractor has to complete the each activity as per time schedule given by the E-I-C.

- **Effective date of contract:** actual commencement of operation of the contract as stated in the Work Order
- **Contract period:** Two years from the date of actual commencement of operation of the contract as stated in the Work Order.
- **Time schedule for completion of job is as below:**
- Party shall mobilise sufficient resources and tools & tackles so that work can be completed in time bound period in both the Units in parallel without causing any delay.
- The contractor has to deploy separate groups for working parallel in different area of Unit 1,2,3,4 boilers.
- During unit running condition, party has to attend maximum possible area of insulation application as per instruction of EIC.
- In case of delay in executing the contract by contractor, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges & the same will be recovered from the Contractor's bill.
- Unit-1,2,3,4 boilers during **annual overhauling and other shutdown** contractor has to arrange additional manpower and tools – tackles as per EIC.
- Payment shall be made as per actual quantity of execution.

23. 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 or during Pre-Bid meeting.

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

24. PAYMENTS:-

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

25. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID:

The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.

The quantities given in the price schedule are estimated and payment will be made as per actual work carried out as per the rates of work order.

The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the tender document.

No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfilment of contractual obligation of the supplier.

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

26. 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. This contract will be governed by total contract value

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.

Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of change in quantity.

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.

During course of execution of contract during contract period or part or extension thereof, GIPCL may include / exclude / share scope of work of different/multiple contracts at GIPCL's discretion based on internal assessment of importance of work, resource requirement, AOH Planning / duration, exigency of work, skill requirement of work for the purpose of redundancy. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserve the right to operate or increase / decrease quantities in each item/s or omit any item/s during contract period or part or extension thereof at sole discretion of GIPCL. Contractor shall have no claim whatsoever, on ground of loss of anticipated profit on account of the same. GIPCL shall not entertain any such claim / argument during execution of contract.

27. 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 1 Lac 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-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No.	Description
1	Tender documents are available only in electronic format and same can be downloaded from the website https://tender.nprocure.com and it can also be viewed from Company's website www.gipcl.com
2	Price bid should be submitted online through the website https://tender.nprocure.com only. No physical submission of price bid will be entertained as it shall be furnished on-line only.
3	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions, a division of GNFC Limited, who are licensed Certifying Authority by Government of India
4	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Info tower, S.G Road, Bodakdev, Ahmedabad – 380 054 (Gujarat, India) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvc.net , website: https://tender.nprocure.com

Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation.

E-REVERSE AUCTION:

1. To participate in e-Reverse Auction, Bidders have to create e-Auction User Id on <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.
2. E-Reverse Auction will be carried out through new e-Reverse Auction portal of (n) Code Solution: <https://e-auction.nprocure.com>.
3. E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (3) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through E-reverse auction platform.
4. As per the tender conditions, L1 value will be declared to start e-Reverse Auction and final reduction in this value by e-Reverse Auction process will be the final L1 price.
5. The decrement value for the e-Reverse Auction is Rs. 23000.00
6. Duration for the e-Reverse Auction shall be 1 hr (60 Minutes) with extension of 15 Minutes at every single reverse bid received during the last **5 Minutes**, till there is no further reverse bid entry by the participating Bidders.
7. After e-Reverse Auction process, L1 bidder shall be decided on lowest rate quoted during e-Reverse Auction.
8. Post e-Reverse auction, Reduction in prices will be distributed proportionately on price schedule.

9. To participate in e-Reverse Auction, Bidders have to create e-Auction User Id on <https://e-auction.nprocure.com> and it is mandatory to submit the same along with physical Techno-commercial Bid; so that the Bidder shall be allowed to participate in the e-Reverse Auction
10. In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,

Bodakdev, Ahmedabad – 380 054 (Gujarat)

Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317,

Fax: (079) 26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit <https://tender.nprocure.com> for information regarding e-tendering registration process.

SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE:-

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

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

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

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

In case of non-deposit of security deposit or performance bank guarantee as required by the bidder, the EMD amount shall be adjusted towards the required security deposit or performance bank guarantee and for the balance security deposit or performance bank guarantee as required necessary deductions to the maximum shall be done from the initial RA bill(s) and both, the said EMD amount so adjusted and the said deductions so done from the initial RA bill(s) shall be refunded to the bidder on the same terms and conditions as applicable to the refund of contract security deposit.

Performance Bank Guarantee ('**PBG**') shall be submitted in favour of Gujarat Industries Power Co. Ltd. From any of the banks listed below:

- All Nationalized Banks
- Axis Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Federal Bank
- Bandhan Bank
- Standard Chartered Bank
- AU Small Finance Bank

2. PENALTY AND RECOVERY:-

In the event the Contractor causes undue delay in performance or the performance is unsatisfactory causing harm to the plant and property of GIPCL, then in such a case, GIPCL (Engineer In-charge) shall be entitled to levy a penalty on the Contractor at the rate of 1.5 times of the item rate up to a maximum of 10% of the contract value plus applicable GST as per extant GST laws. The said penalty amount may be recovered either from the monthly invoices or the Security deposit.

In addition to and without prejudice to the above, GIPCL shall also have the right to get the affected work completed by a third party or agency at the risk and cost of the Contractor along with 10% supervision charges and the Contractor shall be liable for payment of any differential amount in the contract price.

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

If the contractor fails to execute the work as per directions of Engineer In-charge within the time frame given in work order and as per day to day instructions by Engineer In-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with GIPCL's 15% additional overhead charges plus applicable GST as per extant GST laws.

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

The decision of the Engineer In-charge as regard the amount of damages to be recovered from the Contractor shall be final.

The aforesaid amounts of penalty and damages shall be recoverable from the monthly invoices of the Contractor or the Security deposit. If the amount of damages recoverable from the Contractor exceeds the total of invoices and/or Security deposit amount, then the Contractor shall become liable to pay the same to GIPCL and GIPCL shall be entitled to initiate appropriate proceedings against the Contractor for the same.

3. DEDUCTIONS FROM CONTRACT PRICE:-

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

4. TERMINATION OF CONTRACT BY GIPCL:-

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

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. Contractor repetitively violating the safety norms for more than three incidents.
- vi. Any major contradiction of applicable labour laws.

- vii. Any major deviations from contractual terms and conditions including quality of job.
- viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

5. FAILURE & TERMINATION:-

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

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

6. SETTLEMENT OF DISPUTES:-

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.

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

7. INTERPRETATION OF CLAUSE:-

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

8. EMPLOYEE'S COMPENSATION INSURANCE:-

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

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

9. STATUTORY REQUIREMENTS:-

a. COMPLIANCE OF LABOUR LAWS:-

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

- 1.** Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provisions Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 2.** All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or future applicable to the contractor from time to time for performing the contract job.
 - 2.1** The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 2.2** The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 2.3** The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 2.4** The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 2.5** The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act- 1970, Employees Provident Fund Act etc. Under intimation to HR & Adm. dept.
 - 2.6** The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
 - 2.7** The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
 - 2.8** The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
 - 2.9** The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
 - 2.10** If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.

- 2.11** The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12** GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I. D. Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13** The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans to HR&A dept. for verification and record whenever required.
- 2.14** The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15** The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16** The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17** The contractor should register himself under the Contract Labour Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License (if applicable) should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18** Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19** The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20** Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21** Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22** All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
- 2.23** The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
- 2.24** Annual Health Check Up: As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check-up as per schedule prepared by HR&A department.

b. LEGAL ASPECTS:-

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

10. PAYMENT OF WAGES:-

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

11. ACCIDENT TO WORKMEN:-

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

12. LIGHTING:-

Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp / LED lighting fixtures. for other area ensuring safety at work place

Electrician/supervisor should ensure that the cable connection is not in loose condition, which may cause any damage or failure to the machine/manpower. Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery / actions.

13. NIGHT/SUNDAY/HOLIDAY SHIFT:-

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

In case of failure or breakdown or forced outage/planned outage additional resources need to mobilize by contractor within stipulated time. The contractor shall depute qualified and adequate resources in night shift/Sunday/holidays for any emergency job, which may come up at night/Sunday/holiday.

14. SAFETY ASPECT:-

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

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

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

15. GENERAL SAFETY CLAUSES:-

The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.

The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').

The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipment's at all times during the work operation.

Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site. Such as:

Helmet:

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

Safety shoes:

Sr No.	Name of Manufacturer	Model	Specifications
01.	Acme Fabrik plast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
		TRIMAX(Adjacent) – Double Density	
02.	Favourite Safety Products.	Waves Nile D/D	
		FSP Nile DD	

Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.

It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen. Contractor shall ensure that PPEs are available for all the persons and all the persons are using the same.

Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.

The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.

If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.

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.

The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.

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.

When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of Engineer In-charge/Safety In-charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height. All scaffolding pipes, clamps, jallies and associated parts shall be in good condition and safe for usage.

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.

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.

All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipment's may be checked by the electrical engineer of the contractors regularly, every six months at least and report to be submitted to concerned HOD and safety depts. All grinding and cutting machines shall be equipped with guard.

During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere on welding machine and all portable power tools.

The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.

ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co-ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the Site In-charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.

No loose connection / joints allowed in electrical cables during performance of any kind of job. Safety shoes to be issued to female employees also.

Safety shoes to be issued to female employees also.

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

The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.

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

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs. 100 /- per instant.
B	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 incidence, Per incidence Rs. 2500/-
		Unsafe working practices at height more than 3 meters	Continuous unsafe acts will disqualify the contractor 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 contractors and company employees will be used during the observation of National Safety Day.

The contractor, workmen following good safety practices in their work area Continuously will be rewarded / honored on National safety day.

Electrical Safety Rules and Regulations:

- All the electrical apparatus including welding machine (either 3-phare or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
- Ensure periodic checking of ELCB provided in their electrical apparatus.
- 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 should have ELCB of 30mA rating and it should have sockets along with 3-pin plug

- Any type of cable brought should not have any joint and should be of sufficient capacity for the respective job.
- Arrange 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.
- 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
- Ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using and list of tested equipment shall be submitted to concern dept with contractor's sign & stamped.
- 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.
- All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
- The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
- 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
- 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
- GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. Contractor to supply the required cable between GIPCL power supply point to equipment brought by contractor for the specified job. Further, if contractor'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.
- 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.

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

16. REJECTION OF WORK:

If, as a result of inspection, examination or testing, the GIPCL's Representative/Engineer decides that any materials, work or workmanship is defective or otherwise not in accordance with the Contract, the GIPCL/Engineer/ GIPCL's Representative may reject such plant, materials, work or workmanship and shall notify the Contractor promptly, stating his reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract. If Contractor failed to rectify the rejected work or workmanship, GIPCL/Engineer reserves the right to deduct or withhold amount against rejected work or Workmanship. Contractor shall not entitle for any claim or release of hold payment until rectify the defect up to satisfactory of GIPCL. If Contractor failed to rectify any such defective work or workmanship, GIPCL reserve the right to rectify at risk and cost of the Contractor with 10% additional overhead charges of GIPCL and deducted by the GIPCL from any amount due, or to become due, to the Contractor's dues.

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

17. GENERAL TERMS AND CONDITIONS:-

- a. All tools & tackles, labour, equipment's, vehicles, tractors etc. to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. All tools & tackles, scaffolding material, platforms, ladders, labours, equipment's, vehicles, tractors, bed material and scrap insulation cleaning equipment's, All type screw and minimum 0.9 mm dia GI wire, sealing compound, cleats, studs, nuts, bolts, lugs, pins or collars (rings), bituminous paint, Tar felt, all types screw, wire, Welding machine & rod for welding etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipment's are in healthy condition. All required cutting set, Welding machine (Minimum 03 nos.), Grinding machine, cutter machine for aluminium cladding sheet, cleaning equipment's black bituminous paints, Sealing compound / Tar felt, Wires for Insulation stitching, all types screw for aluminium sheet fixing, wire, air hose, lighting arrangement, etc... are in the scope of the contractor with all safety precaution.
- c. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- d. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action. Satisfactory work includes **(i)** workmanship must be error free, **(ii)** All specific work instruction given to contractor/supervisor must be fulfilled by execution team and verified by contractor`s supervisor before intimation for inspection **(iii)** All quality related criteria (i.e. like continuity of welding / application - repair / fitment / Dismantling + Assembly / Inspection / correction) must be in line with standard industrial practice. **(iv)** Correct, safer & established methodology to be adopt for execution all activities.**(v)** Timely completion of activity by engaging required work force. Engineer-in-charge reserves the right to take suitable action in line with clause "Rejection of Work"
- e. Contractor shall depute location wise full time independent experienced Site In charge and independent site supervisors at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- f. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, toolbox talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- g. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- h. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- i. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- j. Contractor shall mobilize the resources as per need within the period of twenty-four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL

will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.

- k. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- l. 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 labour, machinery, overhead expenses etc. due to any reason whatsoever. No price escalation/idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- m. Contractor must fulfil all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes& safety helmets, standard dust masks, safety goggles, etc. as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty) and/or termination of contract.
- n. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- o. Timely completion of all jobs and works shall be the essence of this Contract. Contractor 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.
- p. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- q. The contractor has to submit daily reports showing work carried out with details of Available manpower, resources etc. Contractor shall submit daily reports showing work diligently. It will be verified by EIC.
- r. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- s. 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.
- t. 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.

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

18. CONTRACTOR'S SUPERVISION:-

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

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

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

Neither the Contractor and the Purchaser nor the Engineer shall hire or employ any employee of the other party except by mutual consent.

19. CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY & CLEAN UP:-

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL:-

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

- Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL, if available.
- Workshop facility as available at site only. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.

- Hydra and Tractor will be provided for lifting/shifting the heavy items subject to availability and chargeable basis only.
- Canteen Facility: It includes morning tea & breakfast, lunch, evening tea & snack and dinner to manpower deputed at GIPCL site on chargeable basis.
- Space for storing of supplied material.
- First aid facilities as available in OHC on chargeable basis.
- Mineral wool, Ceramic wool, Aluminium sheet- 22 SWG, Insulation fixing rods, Retainer washers (Square & Round), SS wire, and Aluminium strip for sheet fixing & locking, MS angle, MS channel, MS flat will be provided by GIPCL.

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.

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

The contractor shall provide necessary facilities including accommodation of their labour at their cost.

The Contractor has to collect above items from GIPCL stores/warehouse and shifting arrangement has to be made by Contractor at his own cost. Contractor shall give report/reconciliation of the issue of materials drawn.

21. WORK MEASUREMENT/CERTIFICATION:-

The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.

For insulation work of all type of equipment i.e Duct, tube walls, headers, pipes, tanks, drums, valves etc. measurement will be done as per “actual area measured in square meter” only and the applicable rates shall be as per price schedule given here in as per Annexure-F1. Any other standard/method of measurement (for ex. IS Standard etc.) shall not be applicable for work certification.

All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings / photos, if any, and jointly signed.

The Contractor shall be required to furnish satisfactory job completion report to GIPCL including before and after work all photos. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.

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

22. PUBLIC HOLIDAYS:-

The Contractor shall be responsible for giving benefit to all his employees, employed in whatsoever capacity, 09 Public/Paid holidays and the same shall be notified in advance and due communication thereof shall be made to the Management.

23. 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.

24. INDEMNITY:-

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

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

25. 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.

26. 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.

SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK:-

1.1 SCOPE OF WORK:-

Scope of work will be as mentioned in section A (2) in the tender.

1.2 FAILURE DURING EMERGENCY:-

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

1.3 SCOPE OF CONTRACTOR:-

- All tools & tackles required to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools & tackles.
- All safety/PPEs required during work at site are to be arranged by the contractor.
- The Contractor shall have to provide necessary facilities including accommodation for their labor at their own cost.
- Contractor has to depute their full time experienced overall site-in-charge for work execution as per specification and for day to day coordination with respective department's Engineer-in-charge.
- Lighting arrangements and power distribution at respective locations are to be arranged by the contractor. GIPCL will provide only one electricity point.
- Timely completion of all jobs and works shall be the essence of this Contract. Contractor 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.
- The contractor has to complete the cleaning work as per the planning schedule and their respective supervisor has to interact with Engineer In- Charge for PTW (Permit to work) and work instruction.
- The contractor has to do quality job. GIPCL shall not compromise in quality. In case of poor quality of work the contractor may be asked to rework the job at free of cost.
- All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance shall be in the scope of contractor in his quoted rates.
- The contractor has to arrange JCB, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.
- Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc...

1.4 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 CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the ENGINEER / GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

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

2. DAILY DIARY AND PROGRESS REPORT:-

A daily diary register will be kept in the ENGINEER'S office. The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.

The CONTRACTOR 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 contractor at 9:00 hours every Monday, for the preceding week.

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

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

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

The price/rate quoted by CONTRACTOR shall be considering mobilization of all required manpower, tools & tackles, materials, equipment for timely and satisfactory completion of all scope of work. The value and/or quantum of work may be increased or decreased depending upon day to day requirement. However, item rates remains unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL representatives.

4. **CONTRACT PERIOD:-**

The contract will be for a period of 02 years from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

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.

The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

5. **TERMS OF PAYMENT:-**

A. **Conditions of Payment:-**

The contractor shall raise the running invoices in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 95% payment against the work executed duly certified by GIPCL E-I-C and on submission of joint protocol with drawing / photo album in soft or hard copy indicating the details of repaired portion on drawing and with quantity of applied material and material reconciliation report. Payment shall be made unit wise.
05% Payment will be released in every RA bill after removing the scrap from the site.
Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Security deposit at 10% of Annualized contract value excluding taxes & duties shall be submitted as per clause.
- (iii) GST shall be paid along with bills after fulfillment of following terms:
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no. and the date of issue of registration certificate on invoices.
 - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (d) The Bidder shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (e) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
- (iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipment's, vehicles etc at site. The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-F of tender document along with the RA bill of respective month.
- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 - 1. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
 - 2. Security deposit recoverable if any.
 - 3. Advance on materials / work progress advance payments, if any.
 - 4. LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
 - 5. Any other dues recoverable by GIPCL from the contractor under the contract.
- (vi) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Xerox copies of wages register of previous month, Xerox copies of attendance sheet of respective month &

copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.

- (vii) The Contractor shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
- (viii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor 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 Contractor in his Final Bill.

B. Validity and Uniformity of Rates:-

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

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

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

- (i) **Measurement Sheet along with joint record & photos of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.

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

7. SUBMISSION OF DOCUMENTS WITH EACH BILL:-

Contractor shall submit each RA bill of work carried out along with following documents.

- Joint measurement sheet / Protocol of work carried out (Certified by EIC)
- Notarized Indemnity Bond as per Performa, in case of Final bill.
- No claim - No arbitration certificate as per Performa, after releasing final bill payment.

Bill submitted without any of the above documents shall not be processed for payment.

8. MOBILIZATION AND EXECUTION:-

Contractor shall mobilize the resources at site within 7 days from the time the intimation given by GIPCL.

Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, 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.

The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.

Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

9. QUANTITY OF WORK:-

The estimated quantities of work required to be carried out by the contractor are as given in the Annexure F1 (Price schedule / Schedule of Quantity). estimated and shall vary according to the exigencies of work at site. However, the rates quoted by Bidder shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of labors along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

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

10. GENERAL CONDITIONS OF CONTRACT:-

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

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

11. COVID-19:-

Contractor has to strictly follow the GIPCL Guideline for COVID-19 and Government policy time to time.

12. SCHEDULE OF DEVIATIONS:-

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

13. GUARANTEE PERIOD:-

Guarantee period shall **be one year** from the date of completion of work and handing over of the area. Any defect arising during guarantee period shall be attended by party with their own material, manpower, tools & tackles free of cost.

SECTION-E
ANNEXURE – F1

Price Schedule for Application / repair of hot Insulation material (TO BE FILLED ONLINE ONLY)

Sr No	Description of insulation work:	Unit of measurement	Quantity	Rate of application	Total Amount (Rs.)
			A	B	C= A x B
1	Application of One layer (50 MM insulation+ Cladding) and removal of old /damaged insulation if required.	M2	2200	To be submitted online	
2	Application of One layer(100 MM / 50 + 50 mm insulation + cladding) and removal of old /damaged insulation if required.	M2	1500	To be submitted online	
3	Application of One Layer(100 + 50 MM / 50 + 50 + 50 mm insulation + cladding) and removal of old /damaged insulation if required.	M2	1500	To be submitted online	
4	Application of Two Layer(100+100 MM /100+50+50MM / 50 + 50 + 50 + 50 MM insulation + cladding)and removal of old /damaged insulation if required.	M2	1000	To be submitted online	
5	Application of new aluminium cladding sheet and removal of old /damaged insulation if required.	M2	500	To be submitted online	
6	Re fixing of old cladding sheet	M2	500	To be submitted online	
7	Locking of old cladding by fixing 3/16" X 1" Pop rivet at every 75 mm distance (only rivets) running meters or lashing of aluminium strip along the sheet joint.	M (Running meter)	500	To be submitted online	
8	Scaffolding charges : Straight Cubical Scaffolding in cu.mtrs.	M3	8000	To be submitted online	
Total (column C- Sr. no 1 to 8)					
GST-@ 18%					
Grand Total					

Note:

- Price & rates quoted above shall include cost of all consumables (except free issue materials by GIPCL) labor, supervision, tools and tackles, transport etc. and such other cost are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work.
- Payment shall be made as per actual execution of work.
- **For insulation work of all type of equipment i.e Duct, tube walls, headers, pipes, tanks, drums, valves etc. measurement will be done as per “actual area measured in square meter” only and the applicable rates shall be as per price schedule given here in as per Annexure-F1. Any other standard/method of measurement (for ex. IS Standard etc.) shall not be applicable for work certification.**
- Contractor has to arrange lodging & boarding facilities to their supervisors, technician & labors on their own. GIPCL will not provide above facility.
- Quantity is indicative and it may vary as per site requirement.
- Quantity mentioned shall be applied to any unit of the SLPP. (U1,2,3,4)
- Please refer Section A (2) in Scope of work while quoting rates.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

SECTION-F
LIST OF ANNEXURES & FORMS
ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

1) Work Order I P.O. No. &

Contract value

2) Nature of work

For the month of

3) Duration of Work Order From to

4) Maxi. No. of manpower per day deployed in the month.

M F Total

5) Details of Labor License Valid up to for Persons.

6) Details of E.C Policy Valid up to Persons.

for

7) Documents attached for verification for the previous month.

Wage & Attendance Sheets. Yes/No

P.F Challan Yes/No

8) Documents attached for verification (in case of Final Bill)

Bonus Payment Register : Yes/No

Leave wage register Yes/No

9) Security Deposit I Retention Money lying with Co.

Yes I No if yes, Rs

Date: Signature of Contractor

with official stamp

ANNEXURE-C

PERFORMA CERTIFICATE

(No claim, No arbitration, To be submitted along with final bill)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____ Dated_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.

ANNEXURE – F

BID FORM

BID NO.:

From :

To :

M/S GUJARAT INDUSTRIES POWER COMPANY LIMITED
At & Post – Nani Naroli
Taluka – Mangrol
Dist. Surat – 394110

1. I / We, the undersigned, have carefully examined and understood the Bidding Documents. I/We hereby agree for the annual maintenance contract described in the specifications (or such portion thereof as Gujarat Industries Power Company Limited may accept) in conformity with the Specifications and Bidding documents.
 - (a) The total price for the rate contract of equipments specified for annual maintenance contract being (in figures)
..... (in words)
.....
 - (b) The equipment will maintained in accordance with the instruction of supplier.
2. In the event our proposal is accepted, we agree to furnish a performance Guarantee in the manner acceptable to Gujarat Industries Power Company Limited, and for the sum equal to 10% of Annual Contract Price (excluding GST) within 21 days of the 'Letter of Intent / Letter of Award'.

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-G

PROFORMA FOR BANK GUARANTEE FOR ORDER PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

To
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.
At & Post Nani Naroli
Taluka Mangrol
Dist. Surat, Gujarat-394 110.

Dear Sir,

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

(Name & address of Bank) having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) (in words) as aforesaid at any time up to (days/months/year) **..... without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

....2

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

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

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

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

.....
Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:

Annexure H

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To
M/s. Gujarat Industries Power Company Limited
At & Post – Nani Naroli
Taluka: Mangrol

Dist.Surat-394 110

Dear Sirs,

In accordance with your “Invitation for Bids” under your Specification No.....Dated.....
M/s..... having its Registered/Head office at.....
(Herein after called the Bidder) wish to participate in the said Bid for

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

We, the Bank at, having our Head Office at (local address) Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company Limited (hereinafter called the “Purchaser”)

(In figures) (In words) without any reservation, protest, demur and recourse. Any such demand made by said “Purchaser” shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the Bidder, thus far and no further.

Contd....2

(2)

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

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

.....
(Signature)

.....
(Name)

Designation with Bank

Stamp:

Attorney as per Power of
Attorney No.

Dated

Form-A

List of qualifying staff to be submitted with physical documents

Sr.No.	Name of Supervisor	Qualification	Experience

Contractor /Authorized Representative's
Signature, Company's /Organization's Seal & Date

Note: Form-A of Bid without price shall be submitted with
Part-1

Form-B

List of Tools & Tackles to be submitted with physical documents

Sr.No.	Description	Nos.	Status

Contractor /Authorized Representative's
Signature, Company's /Organization's Seal & Date

Note: Form-B of Bid without price shall be submitted with Part-1

ANNEXURE- I

Eligibility criteria for insulation application tender participation.

Sr. No.	Eligibility Criteria [inline with clause-5]	Year	Bidder's response	Details	Supporting Documents attached.
1	Bidder should possess minimum three years of experience during last five year in application and repair of Insulation material in lignite or coal fired units in boilers of 70 MW or more capacity. Bidder shall submit necessary evidence for the same including self-attested copies of work order / work execution and work completion certificates from clients. The work completion certificate shall comprise of order value & executed value. Bidders should have executed work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.	2022-23			
		2021-22			
		2020-21			
		2018-19			
2	Bidder should have annual turnover of i.e. 6.75 Lakh for last three financial years i.e. 2022-23, 2021-22 & 2020-21. audited annual accounts / financial statements i.e profit and loss account and balance sheet duly certified by CA (Certified by/from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India)	2022-23			
		2021-22			
		2020-21			
3	The net worth of the bidder as on 31.03.2023 should be positive as evidenced from audited accounts				
4	Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant (certified by/from a qualified Chartered Accountant, being a member of the Institute of Chartered Accountants of India) for the last three years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.	2022-23			
		2021-22			
		2020-21			
5	Bidder should produce evidence of having experience of successfully completed similar works as defined hereabove 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. 18.02 Lakh OR Two similar completed work each costing not less than the amount equal to Rs.11.26 Lakh OR Three similar completed work each costing not less than the amount equal to Rs. 9.01 Lakh Bidder should specifically mention fulfilling of above criteria in the offer along with details of work orders / work completion certificates issued by clients.	2022-23			
		2021-22			
		2020-21			
		2019-20			
		2018-19			
6	Contractor has to submit Performance certificate, satisfactory work completion certificate, Work order from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.				
7	Bidders should possess valid PF number. (P.F Number and Allotment Letter				
8	Bidder shall enclose P. F. code allotment letter along with labour licenses and W.C. Policy copies of previous orders.				
9	The bidder has to submit PAN Card copy of the firm/Company.				
10	Bidder has to submit copy of GST registration number. Copy of same should be submitted.				
11	The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.				

12	Tender fee : non-refundable & Rs. 2950/- (Rupees Two Thousand Nine Hundred Five Hundred only) 18% GST inclusive Tender fees to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode", - Proof to be attached				
13	EMD: Rs. 39,000/- (Rupees Thirty-Nine thousand Only), EMD to be paid only by DD/RTGS/NEFT/IMPS/Net Banking/Online Mode",				
14	Declaration Cum Undertaking for Safety Laws and Regulations Compliance (ANNEXURE- M)				
15	Declaration for Contractual Disputes/ Litigations (ANNEXURE- N)				
16	Previous work order copies				
17	Present ongoing work details (if any)				
18	Qualification and experience of site in charge, site Engineers / supervisors				
19	Schedule of deviation (Annexure- J) Technical as well as commercial, if any				
20	Annexure K (PARTICULARS OF THE BIDDER)				
21	ANNEXURE – L (INFORMATION CONTAINING DETAILS OF PROPOSAL)				
22	Form A & B				
23	ANNEXURE-C PERFORMA CERTIFICATE (No claim, No arbitration, To be submitted along with final bill)				
24	ANNEXURE – F BID FORM				
25	Annexure H PROFORMA FOR BANK GUARANTEE FOR EMD				
26	ANNEXURE-Y				
27	ANNEXURE-G PROFORMA FOR BANK GUARANTEE FOR ORDER PERFORMANCE				
28	ANNEXURE-A CHECKLIST FOR PASSING THE BILLS				

ANNEXURE –J

SCHEDULE OF DEVIATION FROM GENERAL AND TECHNICAL SPECIFICATIONS

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

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE-K

PARTICULARS OF THE BIDDER

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	a. Registered Office Address: b. Address for Correspondence: c. E-mailID:	
3.	Contact Details: Contact Person Name Telephone No. : Mobile No.:	
4.	Year of establishment PAN No.	

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE

ANNEXURE – L

INFORMATION CONTAINING DETAILS OF PROPOSAL

1.0	NAME OF PACKAGE	:	
2.0	NAME OF TENDERER	:	
3.0	ADDRESS OF TENDERER	:	
4.0	NAME OF CONTACT PERSON/S AND DESIGNATION ALONG WITH PHONE / FAX / MOB.NOS.	:	
5.0	LEGAL STATUS AND CAPACITY OF TENDERER	:	SOLE PROPRIETORSHIP/ PARTNERSHIP FIRM/COMPANY (P) LTD/PUBLIC LTD/GOVT.CO./ CO.OP.SOCIETY/ REGISTRATION UNDER SHOPS & ESTABLISHMENT (Strike out which is not applicable) including change in the constitution of firm, if any, for the last three years.
6.0	REGISTRATION DETAILS	:	
7.0	COMPANY INCORPORATION DETAILS (COMPANIES ACT 1913 / 1956)	:	
8.0	FULL NAME, DESIGNATION & ADDRESS OF AUTHORISED SIGNATORY OF THE PROPOSAL	:	
9.0	AUTHORITY / POWER OF ATTORNEY OF AUTHORISED SIGNATORY OF THE PROPOSAL	:	
10.0	DETAILS OF ALLOTMENT OF : INDEPENDENT PF CODE NO. BY CONCERNED REGIONAL PROVIDENT FUND COMMISSIONER	:	
11.0	MENTION THE DETAILS OF SIMILAR NATURE OF JOB BEING EXECUTED AT PRESENT.	:	
12.0	ANY OTHER INFORMATIONS	:	

NOTE : NO COLUMN SHOULD LEFT BLANK. COLUMNS NOT APPLICABLE MAY BE MARKED AS N.A. CERTIFIED DOCUMENTARY PROOF FOR THE INFORMATIONS MAY BE ACCOMPANIED. IF ANY DOCUMENT IS SUBMITTED EARLIER, PLEASE MENTION THE REFERENCE OF SUBMISSION AGAINST RESPECTIVE COLUMN.

THE ABOVE INFORMATION IS PART OF OUR BID AND THESE ARE BINDING ON US.

PLACE: SIGNATURE OF BIDDER : _____

DATE: DESIGNATION : _____

COMPANY STAMP : _____

ANNEXURE- M

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-N

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf ofName of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

ANNEXURE-Y

(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