GUJARAT STATE ELECTRICITY CORPORATION LIMITED
UKAI THERMAL POWER STATION

Tender No: WT – 3044  // TECHNICAL BID //
RFQ No: 36084

Sealed item rate tenders are invited from experienced registered contractors in two parts viz. (a) Technical bid and (b) Commercial bid (Price bid) in two separate sealed envelopes subscribing Technical bid and Commercial bid for the Work of “Replacement of Rubber Expansion Bellow of Front/Rear Condenser CW Inlet / Outlet line of 200/210MW Unit No: 3, 4 & 5, TPS, Ukai during AOH/COH year 2016 – 2017.”

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>WT – 3044</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost of the tender items.</td>
<td>Rs. 2,26,500.00</td>
</tr>
<tr>
<td>Tender Fees Amount (Non-Refundable)By D.D/RTGS/ NEFT</td>
<td>Rs. 500.00</td>
</tr>
<tr>
<td>Earnest Money Deposit Amount By D.D / RTGS / NEFT</td>
<td>Rs. 2,265.00</td>
</tr>
<tr>
<td>Online [e-tendering ] tender/offfer submission last date up to 16:30 hrs only [this is mandatory]</td>
<td>As per NIT details</td>
</tr>
<tr>
<td>Physical receipt of all the relevant documents last date up to 14:30 hrs By RPAD or speed post only</td>
<td>Date : 28.06.2016</td>
</tr>
<tr>
<td>Date of opening of tender fee, EMD cover and technical bid physical as well as on line opening at 15:00 Hrs.</td>
<td>Date : 28.06.2016</td>
</tr>
<tr>
<td>Tentative date of on-line opening of price bid [if possible] at 15.00 hrs</td>
<td>As per NIT details</td>
</tr>
<tr>
<td>Time Limit for work contract</td>
<td>18 Months</td>
</tr>
<tr>
<td>Security Deposit</td>
<td>(5% of contract Order value) to be paid by D.D. / RTGS / NEFT. You will have to pay SD of the rate of 5% of the order value within a week time on receipt of Letter of Intent (LOI) by D.D. drawn in favour of GSECL payable at BOB Ukai or SBI Ukai branch as per LOI.</td>
</tr>
<tr>
<td>Penalty for late completion</td>
<td>As per GSECL’s rules.</td>
</tr>
</tbody>
</table>

Tender Fee & Earnest Money Deposit will be accepted by Demand Draft on Bank of Baroda, or State Bank of India-Ukai, in favor of the Gujarat State Electricity Corporation Ltd. **Tender Fee / E.M.D. / S.D. will be also accepted by RTGS / NEFT.** Cheque or Bank Guarantee will not be accepted. Right to reject any or all tenders without assigning any reason there of is reserved by the competent authority. **Tenders will be received by R.P.A.D or SPEED POST only.** Contractor should possess separate PF code number from RPFC.

Tender received without earnest money deposit is liable for rejection. The tenders will be opened in the presence of those contactors who wish to remain present on the date and time of opening if possible. GSECL reserves the right to reject any tender without assigning any reason there of and to place order for the same on one party or separately.

Name of contractor and.
Full Address: __________________________________________________________

01 Should the tender be accepted I/We here by agree to abide by and fulfill all the terms and provisions of the tender and contract for work/ supply as applicable and in default thereof to forfeit and pay to the GSECL the sums of money due.

02 The full value of the earnest money deposit paid here with should be absolutely forfeited to the GSECL should. I/WE do not deposit the full amount on specified security deposit.

03 The company reserves the right to accept or reject any or all tenders without assigning, any reasons thereof.

SIGN OF CONTRACTOR WITH SEAL AND DATE

CHIEF ENGINEER (GEN)
GSECL: TPS: UKAI
GUJARAT STATE ELECTRICITY CORPORATION LIMITED
UKAI THERMAL POWER STATION

PRE-QUALIFICATION CONDITIONS FOR TECHNICAL BID:

1. The bidder shall have an experience of who have carried out the work of such type works like Replacement Heavy Duty Rubber Expansion Bellow, Equipments, Pressure Vessels, Duplex strainers, Butterfly valve replacement, replacement of coolers etc during last five years satisfactorily at Thermal Power Station of GSECL, NTPC and Power Generating Station of other Electricity Boards/Corporations, IPP’s, Public / private Sector. Documentary proof of having executed such type of work will have to be produced along with quoted enquiry documents. However, issue of enquiry documents to any party will not automatically qualify any party as to its capacity to execute this work. GSECL shall assess the capacity of the contractor at the time of evaluation of bids.

2. Contractor has to produce following documents along with Technical Bid.
   a. Past Executed order copies / Experience certificate / work completion certificate of such type of works carried out Thermal Power Station of GSECL, NTPC and Power Generating Station of other Electricity Boards/Corporations, IPP’s, Public / Private sector.
   b. List of Tools & Tackles, equipment / instruments etc. available for carry out the work.
   c. Copy of separate P. F. Code Number & PAN Number
   d. Service Tax Registration Certificate.
   e. Schedule-A, Schedule-B (without quoting rates), Terms & conditions duly signed on each page, deviation if any clearly are brought out as per schedule-C & schedule-D.

3. The offer without any of the above documents or non acceptance of any clause shall be liable for rejection in this regard the decision of CE (G), Ukai, TPS shall be final & binding to bidder.

4. Tenderer should also certify that the tender submitted is unconditional tender and specifically remarks “Unconditional Tender” on cover itself.

INSTRUCTION TO BIDDER:

01 Earnest Money Deposit @ 1% of estimated cost which will be accepted by crossed demand draft on Bank of Baroda / SBI, Ukai Branch in favour of GSECL. Enquiry submitted without EMD will be accepted, subject to amount of EMD must be paid in DD up to 13.30 Hrs. on the date of opening of the technical bids.

02 Each Enquiry duly offered in sealed super scribed with Enquiry No. and due date of opening shall be received by RPAD. The GSECL will not take any responsibility of the Enquiry not received on or before due date of submission by RPAD.

03 The undersigned reserves the right to accept / reject any or all Enquiries without assigning any reason thereof.

04 Any alteration / addition / deletion will not be considered after opening of Enquiries, unless called for by the GSECL for negotiations.

05 Subletting of Enquiry is not permitted, however sub-contracting is permitted with the consent of Chief Engineer (Gen.), GSECL Ukai.

06 The tender is to be submitted in two separate envelopes, one for Technical Bid & second for Price Bid and both envelopes should be packed in one envelope duly offered in sealed super subscribed with Tender Number, Name of Work, Due Date of Opening; Photocopy of DD of EMD shall be received by RPAD only.

07 The Enquiries will be opened in the presence of bidders who wish to remain present at the time of date of opening of the tender enquiry.

08 Any deviation in techno-commercial condition should clearly mention in schedule-C & schedule-D.

09 Tender Fee / EMD / SD will be accepted by RTGS/NEFT also. The bank details are as under:

Beneficiary Name: - M/s. Gujarat State Electricity Corporation Ltd.
Address: - Urja Nagar, GEB colony, Tal. Songadh, Dist. Tapi, PIN Code No. 394680.
Bank Name: - Bank of Baroda Ukai: Nature of A/C: Current Accounts; Branch: Ukai.
Account No: - 02640200000002; IFSC CODE No. :- BARB0UKAIXX  （“0”=ZERO）
MICR CODE No: 394012529

SIGN OF CONTRACTOR
WITH SEAL AND DATE

CHIEF ENGINEER (GEN)
GSECL: TPS: UKAI
GUJARAT STATE ELECTRICITY CORPORATION LIMITED
UKAI THERMAL POWER STATION

SCHEDULE - A


A. SCOPE OF WORK:
Scope of work for Replacement of 1600 mm size Rubber expansion bellows of condenser CW inlet / outlet line consists of removal of old damage Rubber Expansion Bellow and replacement by new one as per the instruction of Engineer In-charge.

a) To Collect of Rubber Expansion Bellows from TPS Main Store to TPS Work Site.
b) Arrangement of the scaffolding / supporting material and preparation of “jugad” for to carry out the work.
c) Removal of the fasteners and tie rods of both side flanges of Rubber Expansion Bellow and if required heating of the bolts which will be arranged by the party.
d) Dismantle / Removal of the damage Rubber Expansion Bellow from CW Inlet/outlet column pipe of Front/Rear condenser in such a way that no any damage occur in Inlet duct and clean the surfaces of the duct flanges.
e) Replacement of new Rubber Expansion Bellows at its original position of CW Inlet/outlet column pipe of condenser.
f) Positioning of new Rubber Expansion Bellows properly between flanges of CW Inlet/outlet of column pipe in such a way that no any damage occurs and fitting & tightening of the entire nut bolts and tie rods.
g) Whenever condenser CW inlet / outlet line is to be charged and if any leakage is observed from its joint or bolts same is to be attended by the contractor as a part of work.
h) After completion of all above said work, the scaffoldings are to be removed and clean the surrounding working area.
i) Crediting removed rubber expansion bellows as per instruction of Engineer In-charge

B. TECHNICAL TERMS AND CONDITION
1 All the necessary tools, tackles required for this work is to be arranged by party as per requirement at his own cost.
2 Loading / Unloading and transportation material / manpower up to working place have to be arranged by the party.
3 The contractor shall take all precautions while carry out the work.
4 The contractor shall take care of safe handling of GSECL equipment, piping, tools, tackles and other materials given to the contractor. In case of damages and / or losses, the same will be recovered from the contractor.
5 All the work / any activity which is required to complete the specified job & not mentioned in this scope of work is also in the scope of the contractor & will be carry out the at an quoted rates only. No any extra charge will be payable by GSECL.
6 All the work shall be carried out as per the instruction of GSECL Engineer or his representatives. GSECL Engineer’s decision regarding the correctness of the work and method of working shall be final and binding to the contractor.

7 The work may require to be carried out at any time (day and night) or in shift duties to ensure completion of work within stipulated time. If required, The Bidder will have to work round the clock to maintain the work schedule.

8 Arrangement of necessary scaffolding is to be carried out by the party at his own cost. However scaffolding material, if available with GSECL, will be issued on returnable basis otherwise contractor will have to arrange for the same at his own cost. After completion of work scaffolding is to be removed immediately.

9 The contractor will have to depute the sufficient, skilled, adequate man powers while executing the job during overhauling.

10 Under the contract the contractor should nominate a person in writing having thorough knowledge of such type of job work & shall remain present during overhauling and commissioning activities and also should be authorized to make decision and about the work and receive the instruction from Engineer-in-charge of the work at any time. In absence of any responsible man of contractor at the time of emergency, decision of Engineer in charge will be binding to the contractor.

11 GSECL also reserve the right to carry out the work under this contract by any other agency at the risk and cost of contractor if work is not found satisfactory and progressive and for the work left out undone by the contractor.

12 Commencement & completion of work “The starting time and completion time is the essence of the tender and should be strictly adhered to it will not be possible to grant extension in completion time except in extra ordinary circumstances, which will be decided at the discretion of GSECL Engineer.

13 If required, party shall have to complete the work within stipulate period by engaging adequate resources.

14 All consumable namely cotton waste, O2-DA gas cylinder, Rustolene, Diesel, Emery Paper, Cloth, Grinding wheels & Stones, HSS Hacksaw blades, Hand Gloves, Lead wire, Manila Rope, Teflon tape, Tarpaulin, Air Hose pipe suitable for 7.1 kg/cm2, Portable switch board containing 15 amp. TP metal clad switch, buckets, Brushes, general purpose welding rod etc. and tools-tackles required for above job are in the scope of contractor. Only parting plane jointing compound, Jointing Sheets, etc. necessary fasteners for replacement will be provided by GSECL.

15 GSECL general conditions of contract will apply to all work and will be deemed to be fully aware at the same and labour laws of State from time to time for any ignorance of these conditions and rules laws will not exempt you from your liabilities

16 Contractor has to follow labour laws and safety rules as per GSECL's procedure.

17 Specialized spanners (above 40mm size) will be provided by GSECL if available. However necessary tools & tackles, lifting devices are to be arranged by contractor.

18 Party has to arrange transportation facility of new Rubber Expansion Bellows from Main Store / Sub-Store to at site and the same removed bellows are to be credited from site to Main Store / Sub-Store.

19 Instrumentation removal, re-fixing & calibration work is in GSECL scope.
20 Collection of spares, consumables etc. shall be arranged by party either from GSECL Main Store / Site Store and maintaining account of the same and crediting of scraps to main store & keeping account of the same.

21 The tender with specifications, schedules, drawings and the contract booklet is to be signed by the contractor which will form part of the contract, subsequent correspondence shall be deemed to be part of the contract.

22 **Facilities:**

   [I] **Following facilities will be provided by GSECL at FREE OF COST.**
   (a) Electricity, Water and Service Air at single point nearer to work site.
   (b) Workshop facility if any required during the above works will be provided free of cost if available at our workshop otherwise party has to arrange at their end.
   (c) One E.O.T. crane with operator.
   (d) The available testing equipment will be given free for testing at site.
   (e) Open space/plot area for storing the spares & site office purpose.
   (f) Rubber Expansion Bellows & its fasteners.

   [II] **Following facilities will be provided by GSECL on CHARGEABLE BASIS.**
   (a) Accommodation (Hostel / Quarter) facility will be provided on chargeable basis if available.
   (b) Medical facility will be provided on chargeable basis as per GSECL norms during the execution of this works if available.

   [III] **Following facilities to be arranged by the party of their own cost:**
   (a) All consumable which do not fall in the equipment will be arranged by party.
   (b) O₂ and acetylene gas bottles with gas torches will be arranged by party.
   (c) All necessary tools, tackles, measuring instruments, welding & grinding machines, lifting machines, chain pulley blocks etc. is in party scope.
   (d) Collection of spares, consumables etc. shall be arranged by party either from GSECL main store / site store and maintaining account of the same and crediting of scraps to main store & keeping account of the same.
   (e) Contractor has to arrange accommodation for their crew. *(Due to non-availability of guesthouse / quarters).*

23 Maintaining good housekeeping during the complete work tenure.

24 All safety precautions are to be taken by the contractor for safety of their personnel & nearby equipments. GSECL will not be held responsible in any way for accident/damage to the personnel as well as equipment of contractor.

25 At any instant / incident, the contractor’s staffs is / are not available for the works, GSECL has every right to carry out these works, either departmentally or by deploying other agency at all risks and cost of contractor.

C. **TECHNO–COMMERCIAL TERMS & CONDITIONS:**

1 **Price:** Price is firm and inclusive of all taxes & duties. No escalation on any account shall be given.

2 **Security Deposit:** The successful Bidder will have to pay Security Deposit of 5% of the order value within seven days from the date of receipt of Letter of Intent (LOI). The Bidder
shall commence the work on intimation to start the work, failing which the SD shall be forfeited and contract will be treated as cancelled.

The amount of Security Deposit will be refunded after satisfactory completion of work and after deducting any dues of the Company

The Company reserve the right to forfeit the Security Deposit incase if any breach of contract and incase of dispute, the decision of CE (G) GSECL, TPS Ukai shall be final and binding to the contractor.

3 Time Limit for completion of work:
   a. Time Limit for completion of work is **30 days** in each unit from the date of actual commencement of the work at site.
   b. The overall time limit for the work contract is **18 months**, counted from the date of issue of the work order.
   c. The work should be executed during AOH /COH of Unit no. 3, 4 & 5 for the year 2016-17. However the Shutdown of any unit may be postpone / extended as decided by competent authority of GSECL and the same will be intimate to the party in advance.
   d. GSECL reserve right to extend the contract for further **SIX months** on completion of contractual period at the same rate, terms & conditions of the contract without any further amendment.

4 Mobilization: Party shall mobilize site within 7 days on receipt of intimation from GSECL for mobilization of site.

5 Party has to arrange for `To & Fro' transportation of their man-power at their own cost.

6 Sales tax and other taxes:  
Service Tax shall be paid extra on service / labour charges as per government prevailing rates if the same is claimed in the invoice. No any other taxes will payable by GSECL except service tax.

7 Insurance and Security: Contractor shall have to arrange for the insurance for their manpower and equipment during the period of overhauling. GSECL will not be responsible for any loss or damage to contractor’s personnel and equipments.

8 Contractor responsibility: You shall have to assure that the repairs to the equipment covered the scope and will be conducted with the best of skill and know-how with you and the clearances and adjustment set forth in manufacture’s drawings / instruction and other information furnished by BHEL. The contractor has to take care for the safe handling of GSECL equipments given to them.

9 Unsatisfactory progress of work: If the work under the contract is found unsatisfactory or not progressing according to the requirements the GSECL may take such action as deemed fit to see that the work is completed in time at the contractor’s risk and cost, including termination of contract.

10 Payment Terms:
   (a) Payment will be made by running account bills after taking joint measurement & following the GSECL’s procedure.
   (b) The final joint measurement will also be completed as early as possible after handing over the completed work in all respects and final bill will be prepared and paid as soon as possible thereafter.
11 Agreement: As per GSECL’s rules, the successful Bidder will have to enter into an agreement on stamp paper of appropriate values of Rs. 100/- with GSECL in the prescribed format within one month of receipt of order or prior to work commencement. The cost of stamp fee shall be borne by the contractor.

12 Penalty: If the work is not completed during the time limit, the penalty at the rate of ½% of the order value per day to extent of 10% of order value will be levied and recovered from the bill.

13 Statutory variations: Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be paid/recovered subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to pass on to the GSECL.

14 Dispute: In case of any dispute, the decision of the Chief Engineer, GSECL, UTPS shall be final and binding to the contractor. The GSECL reserves the right to split each item into more than one agency and place the order accordingly. All parties should therefore, carefully evaluate and fill up the rate, keeping themselves ready to execute order for any one item or more, allotted to them by the GSECL.

15 Cleanliness: The contractor is responsible to keep the work area cleaned day to day. No separate payment shall be made for keeping the work area clean. However an additional penalty on delays at 2 % of the total value of work executed shall be levied, if the contractor fails to keep the work area clean and at least three warnings shall be issued to the party by GSECL In-charge Engineer in this regard.

16 Arbitration Clause: All questions, disputes, OR difference, whatsoever which may at any time arise between the parties to this contract in connection with the contrary OR any matter arising out of OR in relation thereto, shall be referred to the Gujarat Public Works Contract Dispute Arbitration Tribunal as per the provisions of the Gujarat Public Works Contract Dispute Arbitration Tribunal Act, 1992."

17 Validity: The tender shall remain open for acceptance for a period of at least 120 days from the date of price bid opening. The date of price bid opening will be intimated by Company.

18 OH & S Management System Requirements:
It is to be noted that GSECL, Ukai TPS is establishing and implementing Occupational Health & Safety Management System complying with OHSAS 18001:2007.
You as a part of the GSECL Ukai team and as defined by the scope of mentioned standard, all contractors are required to comply with and participate to prevent the occupational Health and safety hazards and risks including observation of safety rules. Further you are also to comply with all applicable legal requirements while executing the work, in case the job is assigned to you.

19 The“General Terms and Conditions” are as per enclosed sheet.

SIGN OF CONTRACTOR               CHIEF ENGINEER (GEN)
WITH SEAL AND DATE                                            GSECL: TPS: UKAI
GENERAL TERMS AND CONDITIONS

01. The ‘contractor’ means the documents forming tender and the subsequent agreement that may be entered into.

02. The general rules and regulations of the Corporation for tender and contract for works will apply to the extent the same are not modified herein. Any other rules and regulations, conditions etc. that are in force at present and that may be framed by the Corporation from time to time in connection with contracts will be binding and acceptable to the contractor.

Sub-letting or tradable of contract without prior written approval of Corporation will be treated as a breach of contract and it will be punishable by forfeiting the security deposit as well as termination of contract.

03. The successful Tendered will have to pay total 5% of the order value as Security Deposit to be paid in D.D. drawn in favour of GSECL payable at BOB Ukai or SBI Ukai branch within a week time on receipt of letter of Intent (LOI). SD will also be accepted by RTGS / NEFT.

04. The contractor shall hold the Corporation indemnified against and in respect of any claims arising out of injury to any persons (s), loss of life; workman’s compensation and any other thieve party claims whatsoever. The contractor shall be responsible for any damages to any property of the Corporation due to negligence of the contractor on his employees. The Corporation will be entitled to recover the damages from the contractor and it shall be final and binding to the contractor.

05. The contractor will have to enter in to an agreement with the corporation and the cost of the stamped paper shall be borne by the contractor, the contractor shall also have to execute an indemnity bond on required value of stamped paper as per Corporation’s rules. The cost of the stamped paper will be borne by the contractor.

06. **Arbitration Clause:** All questions, disputes, OR difference, whatsoever which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to the Gujarat Public Works Contract Dispute arbitration as per the provision of the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act-1992.

07. The Bidder shall strictly observe all the Labour laws and Factory acts in existence and amendments made from time to time.

08. The work shall be completed within stipulated time. If required, The Bidder will have to work round the clock to maintain the work schedule.

09. Payments shall be made as per actual work done only.

10. The contractor shall have to take all necessary precautions to avoid fire during cutting welding etc. in case of any smoldering fire, the same should be extinguished by contractor immediately using their own labour tools water and buckets etc.

11. Party shall arrange is own adequate tools and tackles welding accessories drilling machine, grinders, scaffolding / lighting materials including lighting transformers as per IS-1416 etc. required for the work included in Schedule-A.
12. Party has to carry out the work at site only. If work is found unsatisfactory or not progressing according to the schedule given by the GSECL, then the GSECL reserves rights to terminate the contract without assigning any reasons thereof and the remaining work can be allotted to same other agencies at your risk & cost.

13. Before starting the contract, the party has to furnish the documents for insurance of workers, failing which the contractor shall not be allowed to commence the work.

14. An authorized are technically qualified representative of the contractor must be available at site while the work is going on the address of the representative should be submitted to this office so that The Bidder can be contacted whenever, required in connection with execution of the work.

15. Scaffolding material, if available with GSECL, will be issued on chargeable basis otherwise contractor will have to arrange for the same at his own cost. After completion of work scaffolding is to be removed immediately.

16. After completion of work, working area and surrounding area should be made clean by removing M.S. debris & all types of scrap etc. scrap should be credited to main store only & it should be dumped at place shown by EE (Store).

17. The Bidder shall submit daily progress report for the work carried out by them.

18. The contractor if desires can see the plant and site of work with permission of under signed on any working day during working hours.

19. The contractor shall have to submit their own P. F. Code number allotted by RPF Commissioner / P.F. Authority and submit copy of paid challan along with every RA bills.

20. This contract or any part thereof shall not be sublet to or assigned to any other party/contractor without written permission of the GSECL.

21. The party has to arrange for the accommodation for their all staff at his own cost.

22. Income tax will be deducted as per prevailing rate.

23. The tender should be submitted along with EMD, without which no tender will be accepted.

24. The details of payment of EMD & Tender fee shall be clearly indicated and furnishing of MR / DD no. on technical bid of tender covers itself.

25. Conditional tender will not be accepted, withdrawal of condition unilaterally after opening of tender will not be permitted.

26. The contractor shall quote only in single percentage of rate above or below the estimated rates i.e. contractor should quote either say percentage above estimated cost for the item or say below the estimated cost for the item detailed at schedule-B.

27. After completion of the contract work, the work completion certificate is required to be produced before the D.G.M. / I.R.O. for the purpose of no due certificate and cancellation of the gate passes issued to the contractor’s workman at the time of execution of the contract work.

SIGN OF CONTRACTOR  
WITH SEAL AND DATE

CHIEF ENGINEER (GEN)  
GSECL: TPS: UKAI:
01. Terms and Conditions regarding Industrial Laws and other related matter.

1.1 Wages to be paid and time of payment etc. by the contractor.

1.2 The contractor shall pay minimum of wage per day as prevailing as may be specified here after or rates fixed under the minimum wages act. Whichever, is higher the wages of every contract labour employed by him under the contract shall be paid by him before the expiry of 7th day of the latest day of the month in respect of which the wages are payable (i.e. wages of a month to be paid by him are in the 1st week of the next month.) The payment shall be disbursed in the presence of management Representative during the working hours in factory premises and the contractor shall get the entries certified it the wages by the representative of the Corporation default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs. 400/-fine per each day.

1.3 The contractor shall give his telephone number and address to the Corporation so that incase of labour trouble etc. The contractor can be contracted. The contractor shall arrange to have his office outside the factory premises and the contractor keeps him self present through out the working hours." As a contractor you will be responsible and liable to pay difference in wages if any and or observed the revised the service condition that may be awarded by the honorable industrial tribunal effective from the date directly in the Award."

02. LABOUR LAWS:

2.1 Persons below the age of 18 years shall not be employed for the work.

2.2 No female workers shall be employed in the night shift between 07.00 PM to 06.00 AM.

2.3 Contractor shall maintain valid labour license under the Contract (Regulation & Abolition) Act, 1972 for employing necessary manpower to be required by him. In the absence of such license the contract shall be liable to be terminated without assigning any reasons thereof.

2.4 The contractor shall at his own expense comply with all the labour laws and keep the Corporation indemnified in respect thereof. Some of the major liabilities under various Labour and Industrial Laws which the contractor shall have to comply with are as under:

2.4.1 Payment of contribution of employees (contractor labour) as well as employer's (Contactor) contribution towards Provident Fund, Family Pension Scheme, Employees Deposit Linked Insurance Scheme, Administrative changes, Inspection charges etc. at the rates made applicable from time to time by Government of Gujarat / Government of India or other statutory authorities.

2.4.2 Payment of deposit in respect of each contract labour at the rate of Rs. 30/- with the office of Commissioner of Labour as per the contract labour (Regulation & Abolition Acts.)

2.4.3 License Fee as prescribed under the contract labour (Regulation & Abolition) Acts & Rules framed there under or depending upon the number of workmen employed by the contractor.

2.4.4 Paid leave facility and wages as per the provision of the Factories Act the rate of one day for every twenty days of working.

2.4.5 Identity cards as prescribed under the Factories Act with photo affixed there to, the same for identification. No labours are allowed to enter in Power Station premises who do not have Identity Card prescribed under Factories Act.
2.4.6 Payment of retrenchment compensation, notice pay and other liabilities as per industrial dispute Act. Payment to the contractor’s employees arising out of plain or dispute under the Industrial Dispute Act-1947 or any other labour laws.

2.4.7 Payment of compensation in case of accidental injury. If any workman engaged by contractor meets with fatal or non-fatal accident while on duty then contractor shall be liable to pay compensation to the legal heir or to the workman as the case may be as per Workman's Compensation Act.

2.4.8 Provision of creach if the female labour employed, is more than 30.

2.4.9 Maternity leave as per the provision of the maternity Benefits.

The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various labour laws in force from time to time from statutory authorities like Govt. of Gujarat, Govt. of India which the contractor shall have to comply with.

03. The contractor should pay prevailing minimum wages to the labours engaged by him as per the Minimum Wages Act in presence of the Corporations Officer of Representative.

04. ADMINISTRATIVE CHARGES:
Administrative charges for maintaining Provident Fund Account shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

05. LABOUR LICENCE FOR LABOUR CONTRACT:
The contractor shall have to obtain the copy of labour contract license under contract labour (Regulation & Abolition) Act from the appropriate authorities before commencement of work.

06. Contractor shall have to issue the contractual appointment letter for a specific period to their labour engaged during the contract period each and every instance & should narrated clear cut terms & conditions for the liabilities of the concerned employees.

07. PROVIDEND FUND AND FAMILY PENSION SCHEME:
The contractor shall submit along with his bill (Month wise) a statement regarding deductions at the rate of 12% of the wages against Employees Provident Fund & Family Pension Scheme in respect of each concerned employee. (or at the rates made applicable by the Government from time to time) of the wages. The contractor’s contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by thee contractor with Regional Provident Fund Commissioner, Ahmedabad or to the authority prescribed under the Act along with the other charges applicable. Copy of paid challan is required to attached with every RA bills.

08. DEPOSITE LINKED INSURANCE SCHEME:
The contractor shall have to deposit ½ % of the wages in respect of employees who is member of the provident fund contribution of the deposit linked insurance scheme with Regional Provident Fund Commissioner, Ahmedabad.

09. ADMISTRATIVE CHARGES:
Administrative charges for maintaining provident fund account shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.

10. PAID LEAVE FACILITY:
Paid leave facility at the rate of one day for every twenty days worked by the contract labour shall be provided by the contractor to his workers. He shall maintain leave records/leave and for individual labourer which shall be duly verified and approved/certificate by the authorized office or the Corporation.

11. WORKMEN’S COMPENSATION FUND AND EMPLOYER’S LIABILITY:
INSURANCE:
The contractor shall cover all his employees under workman’s compensation fund and under the liability insurance.
Contractor shall have to obtain Insurance of the labourers engaged by him to carry out contractual work before commencement of work under Workmen’s Compensation Act

12. The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the laws and contract No. Payment for supervision shall be admissible.

13. CONTRACTOR TO INDEMNIFY THE CORPORATION :
The contractor shall identify the Corporation and every member, Officer and Employees of the Corporation, all Engineers in charges and his staff against all action, providing claims demand costs and expensed what-so-ever, arising out of connection with the matters referred in clause 15 & elsewhere and against all actions, preceding claims, demands, costs and expenses which may be made against the Corporation of Govt. for or in respect of arising out of any failure by the contractor in the performance of obligation under the contract document. The Corporation shall not be liable for or in respect of or in consequent of any accident or inquiry in any workmen of other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnify all claims demands proceeding costs charges and expenses what-so-ever in respect thereof or relation thereof.

14. WORKMEN COMPENSATION & EMPLOYERS LIABILITY INSURANCE :
Insurance shall be affected for all contractors’ employees engaged in the performance of this contract. If any of the work in subject, the contractor shall require the sub-contractor provided workman’s compensation & employer’s liability insurance for the letter’s employee unless are covered under the contractor’s insurance.

15. The Corporation reserves the right to terminate this contract at any times during its tendency without giving notice of termination or any reasons thereof.

16. The Corporation will be entitled to deduct directly from the bills to be paid to the contractor any sum or sums payable by you and which sum/sums the Corporation is required to pay as a principal employee on account of your default in respect of all liabilities referred to in above clauses.

17. All payment to Contract Labourers shall be disbursed through Bank only.

18. Bonus payment shall be made to Contract Labourers as per the Bonus act.

19. Contractor has to arrange for In & Out punching to all Contract Labourers engaged by him in Bio-metric punching machines kept at Plant Security Gate and for which Rs.10/- (Rupees: Ten only) shall be charged per labour per month as Administrative expenses.

SIGN OF CONTRACTOR WITH SEAL AND DATE

CHIEF ENGINEER (GEN) GSECL: TPS: UKAI:
SCHEDULE – C

SCHEDULE FOR DEVIATIONS FROM TECHNICAL SPECIFICATIONS
(To be furnished with Part-I of Bid)

All deviations from the specifications shall be filled in by the Bidder in the schedule.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Reference</th>
<th>Deviations</th>
<th>Justifications</th>
</tr>
</thead>
</table>

It is hereby certified that the above mentioned are the only deviations from technical specification of the enquiry.

Signature: ...................................................

Name: ..........................................................

Designation: ................................................

Name of the firm: ............................................

Date: ......................... Seal of Company
SCHEDULE – D

SCHEDULE FOR DEVIATIONS FROM GENERAL & TECHNO-COMMERCIAL TERMS CONDITIONS
(To be furnished with Part-I of Bid)

All deviations from the general & Techno-Commercial Terms & Conditions shall be filled in by the Bidder in the schedule.

<table>
<thead>
<tr>
<th>Section</th>
<th>Specification No.</th>
<th>Clause No.</th>
<th>Deviations</th>
</tr>
</thead>
</table>

It is hereby certified that the above mentioned are the only deviations from General Terms & Conditions of the contract.

Signature: ……………………………………………………………

Name: …………………………………………………………………

Designation: ……………………………………………………..

Name of the firm: ………………………………………………

Date: ………………………………………………………………………... Seal of Company
All the contractors working at Ukai Thermal Power Station shall have to strictly observe the following Safety Rules. The Contractors shall be responsible for informing & observing these rules by their supervisors / employees / labours as well as the supervisors / employees/ labours of their sub-agencies / sub-Contractors engaged, if any. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / employees of their sub contractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the Corporation for any loss or damage / accident / injury to the Corporation’s property / employee or employee of their own in default of non-observing these rules.

01 Persons to be employed for carrying out the work shall possess required qualification, be fully trained and conversant for works to be done. All persons should have gate pass. Register consisting the full details (i.e. address, phone no, details of nearest relative, etc.) of all persons is to be maintained. During the work execution, one trained & competent supervisor should always remain present at site.

02 The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain —Line Clear” or —Work Permit” through the concerned Department / Section.

03 Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, the contractor shall remove all the inflammable material lying at or nearby worksite or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concerned section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipments & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place.

04 While carrying out work in confined space or inside vessel, the contractor shall obtain necessary —Confined Space / Vessel Entry Permit” from concerned department prior to commencement of the work. For lighting in such areas, only 24-volt (ISI certified & with proper guard) hand lamp shall be used. For taking care of the persons working inside the confined space / vessel, a supervisor / person capable to keep continuous watch on person(s) working inside, assist them incase of emergency or arrange to get immediate outside help, shall remain present at entry point and shall use full body safety belt without fail. While working inside sewage, trench or in-depth, a person to warn outsiders / entrants / passers etc shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.

05 The contractor shall see that he / his persons do not block (by stacking material, spare parts, tools-tackles, equipments etc), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plants or its auxiliaries, on which there is a traffic movement or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as UNSAFE, cordon it using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.

06 Prior to use power / electrically operated hand tools / equipments / machines / gadgets like welding machine, hand grinder, hand drill etc, ensure for its safe operation & use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipments. The electrical power supply required to run such equipments shall not be taken directly at their
own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor's Mains Board on which it is compulsory to install mains switch, ELCB & fuses of adequate capacity. All such equipments shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint & shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single & 5-wire power cord for three phase power connections. The plugs, receptacles, pins, holders etc shall be of adequate capacity & safe to use. All electrical & mechanical equipments / tools-tackles viz. welding machine, cutting machine, Grinder, Drill, Chain Pulley Blocks, Hook chooks etc required to be used during work execution shall be of standard make & bear ISI certification mark on it. The consumables like welding electrodes, grinding wheels / discs etc which has specific prescribed life span shall not be used in any case if its expiry date is over.

07 It is compulsory to use standard make Personal Protective Equipments (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI approved) Personal Protective Equipments / Safety Gadgets suitable to give sufficient protection against hazards involved in their work / job to their staff, as per the job requirement and insist / enforce their staff to put on the same while at works. The ongoing work is liable to be stopped at any time if the contractors' staff is found working without P.P. Es. Following is the list of various P.P.Es. to be used for various works / worksites.

### List of safety equipments

<table>
<thead>
<tr>
<th>No.</th>
<th>Equipment Description</th>
<th>Protection Against</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Industrial Safety Helmet</td>
<td>For protection of head against falling objects or during fall of person from height.</td>
</tr>
<tr>
<td>02</td>
<td>Safety Goggles (Grinding, Welding, etc.)</td>
<td>For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.</td>
</tr>
<tr>
<td>03</td>
<td>Face shield (Half or full)</td>
<td>For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.</td>
</tr>
<tr>
<td>04</td>
<td>Earplug / Ear muff</td>
<td>For ear / hearing system protection while working in high noise level area.</td>
</tr>
<tr>
<td>05</td>
<td>Apron (Rubber / PVC / Asbestos / Leather / Cotton)</td>
<td>For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc</td>
</tr>
<tr>
<td>06</td>
<td>Gloves (Rubber/PVC, Asbestos, Leather, Electrical shock proof)</td>
<td>For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.</td>
</tr>
<tr>
<td>07</td>
<td>Safety / Leather / Asbestos shoes, Gum Boots etc.</td>
<td>For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..</td>
</tr>
<tr>
<td>08</td>
<td>Safety Belt (full body) / Rope / Life line / Fall prevention system etc.</td>
<td>For fall prevention while working at heights or in depth, working in vessel or in confined space.</td>
</tr>
<tr>
<td>09</td>
<td>Dust Respirator / Scarf</td>
<td>Protection of respiratory system against dust.</td>
</tr>
<tr>
<td>10</td>
<td>Chemical Cartridge Respirator</td>
<td>Protection against chemical fume / vapor etc.</td>
</tr>
<tr>
<td>11</td>
<td>Canister Gas mask</td>
<td>Protection against toxic/poisonous fumes/gases.</td>
</tr>
<tr>
<td>12</td>
<td>Air supply respirators</td>
<td>Working in oxygen deficient zone.</td>
</tr>
</tbody>
</table>

08 Before using lifting machines / tackles (like C.P Bs., Hook chooks, winch, forklift, mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no 9 / 10 by Competent Person as per the Factory act-1948 and its validity is not expired. Further, it shall be fixed properly and firmly prior to lifting the weight.

09 Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.

10 Contractor or their employee shall not interfere in day-today routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the machineries / equipments / auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff not to sit or take rest at / near / below running plants, auxiliaries, systems or any place which is risky,
hazardous & prone to accident.

11 The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO₂ etc shall be handled safely taking due care. To handle / shift such cylinders a special trolley / cage meant for it must be used but in no case it should be rolled. Domestic LPG cylinder shall not be used / permitted.

12 On completion of the work, cotton waste, spilled oil / grease, pieces of welding rod & other waste material shall be removed from work site and the area shall be left safe, neat & clean.

13 In case of any injury / accident while working, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed Form No. 21 may be obtained from concerned section or Safety Officer.

For any incident occurred but have no injury to any persons should also be informed to Safety Officer as —Near Miss Incident.”

14 In all risky jobs, before starting the work, contractor should obtain General Safety Work Permit from concerned section well in advance.

15 In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the Fire Brigade on phone No. 4444 or 4344 or 5555 or 02624-290049, shall shift the casualty to nearby hospital after rendering first aid in case of accident.

16 Over & above these, contractor shall have to follow all the safety requirements / rules & regulations / norms and legal provisions laid down in various statutes, particularly the provisions of The Factories Act-1948 & The Gujarat State Factories Rules-1963 (Amended up to date) shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety requirements.

17 No women or young person shall be allowed to clean, lubricate or adjust any part of a prime mover or of any transmission machinery while the prime mover or transmission machinery is in motion. Examination or operation of motion machinery shall be made or carried out only by a specially trained adult male worker wearing tight fitting clothing as per section 22 of factories act 1948.

18 No women or young person shall be employed or permitted to work in Lead-compound area like battery room etc. as per schedule VI of GFR 1963.

19 All the relevant labour and industrial laws shall also be followed compulsorily.

20 It is felt necessary to deploy safety officers / Safety supervisors by contractors / Agencies involved in carrying out hazardous activities / operations inside TPS to have better and constant supervision in terms of Health Safety and Environment activities.

21 In case, it comes to the notice of GSECL UTPS management that the safety guidelines / safety rules / safety norms are not being followed then a minimum sum of Rupees One Thousand shall be penalized on the contractor / Agency and for subsequent such violation, a severe penalty / action as deemed fit shall be imposed, which may please be noted.

22 The above rules shall be scrupulously followed and where required, they may contact the Safety Officer for any ambiguity / further guidance in this regard.

23 For performance evaluation of contractor, safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.
Name of work: Work of “Replacement of Rubber Expansion Bellow of Front / Rear Condenser CW Inlet / Outlet line of 200/210MW Unit No: 3, 4 & 5, TPS, Ukai during AOH/COH year 2016 – 2017.”

On Firm’s Letter Head

CERTIFICATE – “A”

I / We ____________________________________________ __________________
authorized signatory of M/s ___________________________________________________________
here by certify that M/s __________________________________________________________ is not related with other firms who have submitted tenders for the same items under this inquiry / tender.

Seal of the Firm

Place:

Date:

Signature of the Tenderer
With Designation
**INTEGRITY PACT**

**OUR ENDEAVOUR**

To create an environment where Business Confidence is built through Best Business Practice and is an atmosphere of trust and respect between providers of goods and service and their users for the ultimate benefit of society and the nation.

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>GSECL’S COMMENTS</th>
<th>THE BIDDER’S COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>To maintain the high ethical standards in business and professions</td>
<td>Not to bring pressure recommendations From outside GSECL to influence its decision.</td>
</tr>
<tr>
<td>2</td>
<td>Ensure maximum transparency to the satisfaction of stakeholders</td>
<td>Not to use intimidation, threat, Inducement or pressure of any kind on GSECL or any of its employees under any circumstances.</td>
</tr>
<tr>
<td>3</td>
<td>To ensure to fulfill the terms of agreement / contract and to condenser objectively the viewpoint of parties.</td>
<td>To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.</td>
</tr>
<tr>
<td>4</td>
<td>To ensure regular and timely release of payment on due dates for work done.</td>
<td>To provide goods and/or service timely as per agreed quality and specifications at done minimum cost to GSECL.</td>
</tr>
<tr>
<td>5</td>
<td>To ensure that no improper demand is made by employees or by anyone on our behalf</td>
<td>To abide by the general discipline to be maintained in our dealings.</td>
</tr>
<tr>
<td>6</td>
<td>To give maximum possible assistance to all the Vendors / Suppliers / Service Providers and others to enable them to complete the contract / job successfully in time.</td>
<td>To be true and honest in furnishing information.</td>
</tr>
<tr>
<td>7</td>
<td>To provide all in formations to Suppliers / contractors relating to contract / job which facilitate him to complete the contract / job successfully in time.</td>
<td>Not to divulge any information, business details available during the course of business relationship to other without the written consent of GSECL.</td>
</tr>
<tr>
<td>8</td>
<td>To ensure minimum hurdles to Venders / Suppliers / contractors in completion of agreement / contract / work order.</td>
<td>Not to enter in to carter / syndicate / understanding whether formal / non-formal so as to influence the price.</td>
</tr>
</tbody>
</table>

_________________________                               _________________________
Seal & Signature                                                     Seal & Signature
(GSECL’s Authorized Signatory)                             (The Bidder’s Authorized Signatory)

Name:  
Designation: Chief Engineer (Gen.)  

Name:  
Designation:
PRICE BID

WT – 3044

RFQ No – 36084

TENDER FOR THE WORK

Work of “Replacement of Rubber Expansion Bellow of Front / Rear Condenser CW Inlet / Outlet line of 200/210MW Unit No: 3, 4 & 5, TPS, Ukai during AOH/COH year 2016 – 2017”

Please submit price bid duly signed& stamp (without stating above/below rates) along with Technical Bid.
S C H E D U L E – B

Name of work: Work of “Replacement of Rubber Expansion Bellow of Front / Rear Condenser CW Inlet / Outlet line of 200/210MW Unit No: 3, 4 & 5, TPS, Ukai during AOH/COH year 2016 – 2017.”

Name of Party:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Rate [In Rs.]</th>
<th>Amount [In Rs.]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replacement of 1600mm size Rubber Expansion Bellows of Front / Rear Condenser CW Inlet / Outlet line as per scope of work and instruction of Engineer In-charge.</td>
<td>05</td>
<td>Number</td>
<td>45300.00</td>
<td>2,26,500.00</td>
</tr>
</tbody>
</table>

Total estimate cost in Rs (Exclusive Service Tax) 2,26,500.00

In Word: Rupees Two Lacs Twenty Six Thousand Five Hundred Only (Exclusive of Service Tax)

My offer is ____________% higher or ____________% lower (% age should be written in figure as well as in words.) than above stated estimated rates for the items of schedule - B.

Note:

(1) The above estimated cost is exclusive of Service Tax. Service tax at prevailing rate will be paid by GSECL as per Govt rules. Service tax will be paid if the same is claimed in the invoice.

(2) The Payment will be made as per actual work only

SIGN OF CONTRACTOR                      CHIEF ENGINEER (GEN)
WITH SEAL AND DATE                      GSECL: TPS: Ukai: