
	Gujarat State Electricity Corporation Limited		
	Wanakbori Thermal Power Station, Ta: Galteshwar, Dist: Kheda -388239 Ph: 91-2699-235522 Fax: 91-2699-235607 Email: wtps.ceg@gebmail.com Web site: www.gsecl.in		
	CIN: U40100GJ1993SGC019988 AN ISO-9001:2015&14001:2015 OHSMS 45001:2018 Certified Power Plant		

TECHNICAL BID

Subject: Design, Supply, Erection, Commissioning & Testing of compensator assembly/
metallic expansion bellows for Unit-1& 2 of 210 MW LMZ design of Stage-I at WTPS
Reference No.:- WTPS/S/TECH/RFQ - 76547M/TMD1

Sr. No.	Description of materials	HSN CODE	GST Rate With Cess If Any IN %	Quantity Required	UOM
SUPPLY(PART-A)					
1	COMPENSATOR ASSEMBLY OF METALLIC EXPANSION BELLOW BETWEEN LP TURBINE EXHAUST AND CONDENSER NECK FOR LMZ 210 MW TURBINE,WTPS (BHEL MAKE)			8	Numbers
Works (Part – B)					
2	Erection, Commissioning & Testing of compensator assembly/metallic expansion bellows with cutting and replacement of old bellows as per instruction of EIC.			2	Job

The overall L1 will be considered as SUPPLY (PART-A) + WORKS (PART-B) = L1 (Total End Cost).

Notes:

Party shall have to manufacture, Supply, erection, commissioning & testing of compensator assembly/metallic expansion bellow used between the LP turbine exhaust and the condenser neck for stage-1 units, WTPS.

Scope for Supply is as under:

- Party shall supply SS-304/SS-316 metallic expansion bellow single fold used between the LP turbine exhaust and the condenser neck for stage-1 units, WTPS.

[A] General Description and Technical Specifications:

- Component: Metallic Expansion Bellow
- Application: Between Steam Turbine LP exhaust and surface Condenser
- Bellow must be design and fabrication as per EJMA standards.
- MOC: SS304/SS316 OR As per sample.



• **Design Parameters**

- ✓ Pressure: 0.09 Bar (full vacuum operation internally)

- ✓ Exhaust Steam Temperature : 40-60 deg. Centigrade
- ✓ Axial movement : 20-40 mm
- ✓ Lateral movement : 10-20 mm
- ✓ Length: 4000 mm approx... for reference only
- ✓ Width: 3000 mm with double pitch approx... for reference only
- ✓ Medium: Wet exhaust steam
- New Bellow must be as per existing design and material specifications/standard.
- All the new bellow must be supplied and credited to Main Store only. During replacement of bellow or as per site requirement, party shall to issue material from Main Store.
- Bidder must provide following report and documents along with supply:
 - ✓ Design calculation as per EJMA/ASSME/BHEL Technical specification
 - ✓ Material Test Certificate (MTC)
 - ✓ Welding Procedure Specification (WPS)
 - ✓ DPT/NDT report for weld.
 - ✓ GA/Manufacturing drawings
 - ✓ Hydro test certificate
 - ✓ Installation & maintenance manual.

[B] Terms & conditions for supply:

- (1) Party shall have to supply compensator assembly/metallic expansion bellow single fold as per actual or installed at site.
- (2) Bellow shall be hydraulically formed with all convolutions in a single operation for reliability and fatigue life.
- (3) FOR Destination: Main Store WTPS, Hence Freight, P&F and Insurance will be in party's scope.
- (4) Material delivery & work completion period:
 - a. Supply Portion: Delivery period of Material is 03 Months from the date of issue of LOI.
 - b. Work Portion: The party shall have to complete the work within 20 days of each unit from the clearance given by the GSECL by mail or letter.
- (5) **Guarantee/Warranty**: If supplied bellows are found defective due to bad design, materials or workmanship, the same should be repaired or replaced by you Free of Cost. If reported within 18 months from the date of dispatch or 12 months from the date of commissioning of the equipment whichever is earlier.
- (6) The supplied metallic bellows should be tagged with description & proper packed in wooden with suitable packings & supports to avoid any damage during handling & long transportation.
- (7) Bidder will also be responsible for the proper performance of the equipment for 18 months from the date of dispatch or 12 months after commissioning whichever is earlier. The offered bellow shall exactly as per our requirement and retrofit/interchangeable with existing equipment.
- (8) Bidder shall submit all types of appropriate test certificate i.e. Hydro test certificate, material test certificate, Performance test reports, interchangeability & quality report for supplied bellows.
- (9) Bellow surface should be protective coating/anti-corrosion treatment.
- (10) **Performance bank guarantee**: Party shall have to give performance guarantee for your product valid for 18 months from the date of receipt of materials or 12 months from the date of commissioning whichever is earlier, Accordingly party shall have to submit bank guarantee of 5 % of total order value against poor workmanship/faulty design any manufacturing defects shall be submitted on non judicial stamp paper of Rs. 300 as per prescribed format.
- (11) **Guarantee/Warranty period**: if item is found defective due to bad design/material or poor workmanship, the same shall have to be repaired / replaced by the party free of cost.
- (12) Party shall have to submit the interchangeability /Retrofit Guarantee Certificate along with supply if any problem arises during fitment of various valves, Party shall have to replace the same at free of cost.

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<u>SCHEDULE - A</u>	
Sub:	Design, Supply, Erection, Commissioning & Testing of Condenser Metallic Expansion Bellows for Unit-1& 2 in 210 MW LMZ design of Stage-I at WTPS.

Following things are to be arranged by contractor at their own cost:



1. Contractor has to arrange all general/special purpose tools and tackles, wire rope slings, & consumables etc. at his own cost. Contractor shall have to arrange necessary scaffolding material & scaffolding work inside and outside the condenser for the work location at his own cost.
2. Contractor has to arrange general welding electrodes, grinding/cutting wheels, emery cloth/paper, lapping paste, kathi, madarpat cloth, cotton waste, petrol/diesel etc. at his own cost.
3. Contractor shall to arrange IBR Approved HP welder for all purpose welding at its own cost.
4. Complete jugad for replacement of bellows.
5. Contractor has to make arrangement for portable hand lamp with holder.
6. Contractor has to make arrangement for collection, transportation of various spares. From the main store/site stores and return back without damage and in working condition. However contractor has to handle the GSECL's equipment carefully to avoid any damages to GSECL's property failing which they will have to compensate the GSECL.
7. Contractor has to arrange/bring o2, DA bottle etc. which will be required for carrying out of subject work.
8. Condenser/LP turbine main hole opening & closing on getting clearance from E.I.C.
9. Contractor has to arrange 24 V bulbs for lighting arrangement inside the condenser along with 24 V transformer holders and cables.
10. For Shifting / Lifting / Transportation of Materials, Mobile Crane, Trailer, Tractor, Trucks, etc. should be arranged by the Contractor at their cost as GSECL have no any such Facility available for the Works.

Following facilities will be given by GSECL at free of cost:

1. GSECL will provide all the spares required for the work at free of cost however if some spares are short/unavailable with GSECL, then party has to procure the same as per instruction of EIC and payment will be made upon submission of actual invoice as per item sr. no.3.
2. GSECL will provide compressed air, water & electrical supply at free of cost.
3. GSECL will provide EOT crane and material transportation facilities at free of cost if required.
4. Workshop facilities along with machinist will be provided by M/s GSECL at free of cost.
5. Over and above the mentioned scope of work maintenance and repairing/replacement of metallic bellows.

Following facilities will be given by GSECL on chargeable basis:

1. GSECL will provide accommodation for Site supervisor and other men power on chargeable basis as per GSECL's rule, if available.
2. GSECL will provide medical facilities on chargeable basis if required

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ANNEXURE-A (SCOPE FOR WORK)

Sub:	Design, Supply, Erection, Commissioning & Testing of Condenser Metallic Expansion Bellows for Unit-1& 2 in 210 MW LMZ design of Stage-I at WTPS.
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SCOPE OF WORK:

The detail scope of works for the Removal/Replacement/Erection/Alignment/welding of existing single fold compensator assembly/metallic expansion bellows laying between condenser and exhaust steam of LP turbine along with required scaffolding as below:

1. Preparation of scaffolding, lighting and working platforms inside the condenser up to bellow location at which work shall be done.
2. Transportation of required size of new expansion bellow from main store to site including means of transportation at their own cost. Shifting of new expansion joints from site to respective location where it is to be erected with necessary arrangements for lifting through wire rope hoist/ winch/chain pulley block with own arrangements.
3. Removal of insulation cladding and insulation material required to uncover and cutting of respective old expansion joints, cutting the joints with cover plate by means of gas cutting. Removing the same from respective location and crediting as the scrap in main store as per instruction of EIC.
4. Detailed inspection and assessment of the existing condenser metallic expansion bellow and record dimensions, orientation, and alignment before dismantling.
5. Clean the mating surfaces of the condenser and LP casing to ensure it is free from debris and old weld materials.
6. Cutting & replacement of old metallic expansion bellows from its position including replacement of metallic layers and seal plate.
7. Supply and Installation new metallic expansion bellow to site with proper handling to avoid damage.
8. Proper alignment of bellow and fitting at site to ensure leak- free and reliable operation.
9. Testing of bellow after installation at site i.e. VISUAL TEST, PENETRANT TEST, PRESSURE TEST (Air jet leak test).
10. Bidder shall paint the supplied bellows both sides i.e. Internal & External as per Standard.
11. Bidder shall check & inspect the End flanges/Weld Ends and it connects the compensator to:
 - LP Turbine exhaust hood
 - Condenser neck
12. Bidder shall have to perform below mention test after completion of work :
 - Dye Penetrant Test (DPT)
 - Helium Leak Test/Vacuum Test to ensure vacuum integrity
 - Hydrostatic Test

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GENERAL TERMS AND CONDITIONS FOR SUPPLY AND WORK

Sub:	Design, Supply, Erection, Commissioning & Testing of Condenser Metallic Expansion Bellows for Unit-1& 2 in 210 MW LMZ design of Stage-I at WTPS.
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1. Work is to be carried out during upcoming R&M of unit # 1& 2.
2. Before participation in tender party may visit site or depute your technical persons at our site on any working day during working hours for assessment of above said EPC work at your own cost along with the bellow material testing equipment if require.
3. Party shall comply with the factory Acts, Labour Laws and safety Laws in force and amended from time to time.
4. Any other Rules and Regulations, Conditions etc. that are in force at present and that may be framed by the GSECL from time to time in connection with the Contracts will be binding and acceptable to the Contractor.
5. Party has to furnish the documents for insurance of workmen, Labour License and other account section formalities before starting the works, failing to which contractor shall not be allowed to commence the work.
6. Subletting the Contract to other Agency is not permitted unless and otherwise approved by the Competent Authority.
7. For any Ambiguity and Conflict, the Decision of the Chief Engineer (C & O), GSECL, WTPS shall be final and binding to the Contractor.
8. The GSECL reserves the Right to terminate the Contract at any Time without giving Notice of Termination or any Reason and entertaining of Claims / Compensations.
9. As this being a Risky Job, if any Fatal / Non Fatal Accident Occurrence happens, Corporation is not responsible for any kind of Legal Liabilities and Workmen Compensation; only the Contractual Party is responsible for Legal Compliance and any Compensation thereof.
10. Whenever Contractor brings Material from Outside the P/H Premises, he must get an Entry Pass Separate for Tools / Tackles / Machinery and Consumable Items and he should produce One Copy of Such Entry Pass to Concern Department for their Verifications / Records.
11. Party shall have to supply appropriate electrodes, welding machine, required gas and all tools & tackles etc..
12. Party shall have to design, manufacture and supply metallic expansion bellow having MOC SS/carbon steel.
13. Supplied new bellow must be one to one retrofitted with existing installed bellow. If any modification is to be required then party shall have to carry out rectification at free of cost.
14. Party shall have to engage IBR Approved HP welder to carry out work.
15. If the work is not done as per specification given by the GSECL in stipulated time in all respects, the penalty will be levied as per GSECL's rules.
16. Party will be responsible and liable for any damage to man and materials during his work.
17. While execution of this job, all the auxiliaries of plant will be in running conditions. Hence contractor has to take all precautions for personnel safety. All the safety PPEs to be used as per requirement during execution of work.
18. All the terms and conditions specified in Industrial & safety laws are binding on the contract.
19. All others GSECL general terms & condition shall be applicable to this work.
20. The work covered under this specification is requiring best quality precision workmanship, Engineering & overhauling management. The contractor should ensure successful and timely completion of work.
21. **PERFORMANCE GUARANTEE:** After completion of work, party shall have to give performance guarantee for the period of 06 months for successfully execution of work. If any defect is observed

during 06 months, party shall have to attend/rectify it free of cost. No any extra charge shall be paid by GSECL. Accordingly party shall have to submit PBG of 5 % total order End value against standard performance guarantee shall be furnished as per prescribed format on non judicial stamp paper of Rs. 300 .

22. **QUANTITY OF WORK:** The estimated quantity of work given in Schedule 'B' is purely based on assumptions. Any of the items may be deleted completely or quantity may vary on either side depending upon the condition of the availability of site.
23. **TIME LIMIT:** The contract period is 24 months from the date of work commencement letter. GSECL reserves the right to extend this contract as per GSECL norms with same rate, terms & conditions & its binding to the party.
24. **Work completion period:** The period for completion of work shall be 20 days for each unit.
25. **Payment terms:**
- a) **Supply:**
 - i. 80% supply prices shall be released within 30 days on receipt of material at WTPS site and site certification thereof (or as per GSECL payment terms).
 - ii. Balance 20% of supply prices shall be released within 45 days on successful commissioning of system and submission of Performance Bank Guarantee of 5% of order value.
 - b) **Erection, Testing and commissioning: (For Works Portion)**
 - i. 100% of erection, testing & commissioning charges shall be released within 30 days on actual work done based on joint measurement after submission of RA bill duly certified by GSECL site engineer.
26. **Penalty:** Any delay that may take place in supply and / or erection, testing and commissioning activities beyond contractual cutoff date / stipulated period in the order shall be subjected to penalty (not liquidated damages) at the rate of ½% of the contract price / order price per week or part thereof subject to a maximum of 10% of the total contract value / order value (i.e. End cost including taxes & duties).
27. **Mobilization period:** 05 days' time shall be allowed from the date of receipt of telegraphic/fax letter/letter/mail for mobilization and mobilization of contractor's men, material etc.at works site during AOH/COH/R&M.
28. All other work/activity which is required for successfully erection and commissioning of new condenser metallic below & if anything is not mentioned here shall also be in the scope of the contractor & party shall have to carry out the same at free of cost in the quoted rates only.
29. 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.
30. Party has to submit detailed report for material issued and used with location & detail measurement to Engineer-In-charge. Joint Measurement will be taken in presence of GSECL's supervisor or engineer-in-charge.
31. On completion of the work, the site shall be cleared by the contractor within the stipulated period (two days) by crediting scrap material & submit the GSECL material Which is provided by GSECL free of cost as per scope of work, failing which site will be cleared by departmentally or any loss of above mentioned items, the expenses occurred will be recovered from your RA Bills / pending dues.
32. Party has to handle the GSECL equipment / tools / tackles carefully otherwise the cost of damage / shortage will be recovered from the party's bill.
33. Party are fully responsible for any loss / damage / accident to his labours / material / equipment's which are being attended to while doing the job, they should compulsorily make arrangements for proper care of all the items till completion of the work. While carrying out the work all the spares

that are dismantled shall be kept under lock and key by them and in safe conditions from loss of any theft. In case of any discrepancy, GSECL's competent authority's decision is final.

34. Party has to take all safety measures as per the safety rules of GSECL & as per laws before commencement of work. He shall be solely responsible for any damage to his work men & materials due to failure to follow instructions.
35. Payment will be made on basis of actual work done only.
36. Accommodation at GSECL guest house/hostel. Quarters will be provided if available and on chargeable basis as per GSECL rules.
37. Party shall have to submit daily progress report for work carried out during previous day failing to which Rs.100=00 per day shall be recovered from outstanding amount of bill for not submitting the progress report.
38. Party shall have to pay and submit Tender fee and EMD fee as per GSECL terms.
39. **Agreement & Indemnity Bond:** The contractor will have to enter in to an agreement with the GSECL on non-judicial stamp paper of Rs. 300/- and the cost of the stamp paper will be borne by the contractor. Contractor will also have to execute an Indemnity Bond on Rs. 300/- stamped paper before collecting the material from GSECL. The cost of the stamp paper shall be borne by the contractor. Any payment against this contract shall be released only after execution of the agreement & Indemnity Bond as stated above.
40. **SECURITY DEPOSIT:** Security deposit should be paid within 10 days after receipt of LOI i.e. before placement of order. The successful bidder if Enterprises or Organizations which are exempted from paying Tender Fees & EMD as per GOG Procurement Policy has to pay an amount @ **3%** of the value of the work order value and other all enterprises have to pay @ **5%** of the value of the work order value as security deposit either in case / D.D./ Bank guarantee only. The amount of SD shall be retained by GSECL till completion of Guarantee period of work order.
41. **INSURANCE:** You shall have to submit latest workman compensation policy covering all the Labour who are going to work at WTPS site at your own cost. All materials and equipment obtained by you for the works etc. the Corporation will not be responsible for any loss or damage to your personnel equipment
42. **Statutory variation:** Any statutory increase or decrease in the above taxes, duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if takes place within the original contractual delivery period shall be to the GSECL's account, subject the claim being supported by documentary evidence. However, if decrease in the above takes place after the contractual delivery date the advantage shall be passed on to the GSECL.
43. **Arbitration:** All questions, disputes or differences whatever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the sole Arbitrator, appointed by the Chairman & MD GSECL, for that purpose, who shall be a retired High Court Judge or retired District And sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act 1996 as amended from time to time and the rules made there under. The arbitration proceeding shall be conducted at HO GSECL, Baroda or at such places as the sole arbitrator may be determined. The award of sole arbitrator shall be final & binding upon the parties.
44. **Termination of contract:** GSECL reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract.
45. **Jurisdiction:** All questions, disputes or differences arising under out of or in connection with the Inquiry / Contract if concluded shall be subject to the exclusive jurisdiction of the Thasra or Dakor court.

46. **Taxes/Cess:** Please quote your Goods & Service Tax (GST) Registration Number in all your bills. In case of unregistered, Goods & Service Tax (GST) payable to Govt. will be deducted. TDS under GST shall be applicable as per GST regulations.
47. No price escalation will be entitled.
48. **Access to site and extra work:** In general the work site shall be free from obstructions. However any extra work shall have to be negotiated with the M/s. GSECL and decision of the competent authorities whatsoever shall be binding to the contractor.
49. **Party's responsibilities:** Party shall have to assure that the repairs to the equipment's covered in the scope of this order will be conducted with the best of skill and know-how available with you and the clearances and adjustments set forth in manufacturers drawings/instructions and other information of OEM. Contractor has to make arrangement of sufficient and technically qualified manpower for execution of various jobs simultaneously so that work can be completed within stipulated time period without any delay for want of manpower.
50. Party's representatives having thorough knowledge of such type of job work shall be present during Supply and replacement activities to guide their manpower on technical / administrative aspects.
51. **Unsatisfactory Progress of Work:** If the work contract is found unsatisfactory or not progressing according to the requirement, the GSECL may take such action as deemed fit to see that the work is completed in time at your risk and cost, including termination of the contract.
52. Payment shall be done on actual work done only, i.e., if any work that will not be carried out by PARTY as per scope of work, the proportionate amount will be deducted from order value on mutually agreed upon basis.
53. Work is to be carried out as and when required during the contractual period.
54. Contractor shall have to carry out the subject work to the best of his knowledge, the decision for best workmanship and best quality work shall be final and binding to party that shall be carried out at the satisfaction of GSECL.
55. First aid medical facilities available in GSECL hospital will be given on chargeable basis if possible & required.
56. **Photo gate pass:** For new photo gate pass procedure contractor has to get the pre-employment Medical check-up test of his workers as per below.

Medical Health checkup:



57. X-ray chest (PA) view in 14 X 17 inch plate with reporting by qualified Radiologist. (Maximum up to Rs. 300/- per worker once during contract period).
58. Pulmonary function test (Maximum up to Rs. 200/- per worker once during contract period).
59. Audiometry in sound proof cabin with reporting by qualified audiologist. (Maximum up to Rs. 200/- per worker once during contract period).
60. Random blood sugar report, complete blood count & urine R/M. (Maximum up to Rs. 200/- per worker once during contract period).
61. Clinical examination & consultation charge for qualified doctor having minimum MBBS with CIH/AFIH degree for issuing fitness certificate (Maximum up to Rs. 100/- per worker once during contract period).

Terms & Conditions for above Medical Test Reimbursement

62. Health check-up bill shall be reimbursed once during total contract period maximum up to Rs. 1000 or actual cost per worker / Labour / person, whichever is minimum after verification & recommendation by concern doctor. In case any worker left the work in between than for replacement Worker Company will not provide any reimbursement, however it is compulsory to submit new reports of replacement worker for fitness certificate at contractor's own expenses.

For Periodic Medical examination, No reimbursement for periodic medical examination to be given to contract employee for whom GSECL is conducting period medical examination at company's cost

at WTPS level. If contractor fails to undergo periodic medical examination, they have to undergo prescribed investigation as per hazard analysis from outside. No reimbursement to be given for these investigations

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PRE-QUALIFICATION CRITERIA (PQR)

A. Tender Documents will be considered for only those Bidders who have an experience of having successfully completed similar supply or work in last seven years period in government / semi government / state electricity boards / corporation body / private limited company / public limited company. However, submission of such documentary proof by party will not automatically qualify the party as to its capability to execute orders and the Corporation shall assess the capability of the party at the time of evaluation of the Technical bid.

a. Three similar completed order copy costing not less than the amount equal 14,40,000.00

OR

b. Two similar completed order copy costing not less than the amount equal to 18,00,000.00

OR

c. One similar completed order copy costing not less than the amount equal to 28,80,000.00

Definition of similar work should be i.e. Similar works means “supply of metallic expansion bellows/repairing/replacement of metallic expansion bellows/expansion joints”.

1. Financial Qualification Criteria:

1) The Average Annual Turnover of the bidder shall not be less than 10,80,000.00 during the preceding three (3) financial years as one date of Techno-Commercial bid opening.

2) Net worth of bidder shall not be less than 100% of the bidder's paid up share capital as on the last day of the preceding financial year. In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary (ies) and/or Holding company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary (ies) and/or Holding company and/or Subsidiary (ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid share capitals.

Net worth in combined manner shall be calculated as follows:

Net worth (combined) = $(x1+x2+x3)/(y1+y2+y3) \times 100$, where x1,x2, x3 are individual net worth which shall not be less than 75 % of the respective paid up share capitals and y1, y2, y3 are individual paid up share capitals.



3) In case the bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder further furnishes the following documents for substantiation of its qualification.

- Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.
- A Certificate from the CEO/CFO of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

4) In cases where audited results for the last preceding financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years proceeding the last financial year shall be considered for evaluating the

financial parameters. Further, a Certificate would be required from the CEO/CFO, stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
5) The bidder must submit Average Annual Turnover and Net worth Certificate in support of Financial QR, duly certified and verified for authenticity from Independent Statutory Auditor of their company / Practicing Chartered Accountant/ C.A. Firms / TPIA (Third-Party Inspection Agency) empanelled approved by GSECL, along with copy of Annual Audited Accounts of last three years.
Note for point No.1, 2, 3 & 4:
i. Other income shall not be considered for arriving at annual turnover.
ii. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
iii. Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
Bidder shall have to submit list of Tools Tackles and Equipment possessed Relevant to the Job and Details of Skilled technician / Semi-Skilled Persons Presently Employed.
Party shall have to submit copy of active GSTIN registration and PAN No. along with technical bid. Tender submitted without active GSTIN by the bidders, the offer will be rejected without entering into further correspondence.
Bidder shall have to submit copy of valid PF Code Number invariably.
In technical bid, bidder has to give assurance for submission of valid Labour license not older than 12 months and workmen insurance policy before starting work.
The Issue / Submission of Bids / Tenders to / by any Bidder do not mean that the Bidder is qualified for Bidding. Even after Issuance / Submission of Bid / Tender, the Pre-Qualification Criteria will be applicable at the Time of Technical Bid / Tender Evaluation, If Bidders Bid does not meet the Pre-Qualification Criteria, and then their Offer is likely to be rejected. Decision regarding this will be taken by the Chief Engineer (C & O), GSECL, WTPS and binding to all.
Any Alterations / Modification to the Bids Received after Opening of Tender shall not be considered unless carried for by the GSECL in Negotiations.
Party has to submit IT return of last 3 years.
Document for sole proprietor of firm / copy of partnership deed
Bidder should have qualified IBR welders/experience fitters and fabricators for bellow installation.
Bidder must executed at least 2-3 similar jobs involving expansion bellows replacement or large metallic expansion joints in thermal power plants or heavy industry.
Bidder should have work experience of Expansion bellows replacement in surface condenser/turbine exhaust ducts/cutting/welding/alignment and installation of metallic bellows.
Ensure for Unconditional tender
TENDER FEE (Non- refundable) / Earnest Money Deposit (refundable) will be accepted by Demand Draft in favour of Gujarat State Electricity Corporation Limited, TA- Galteshwar, Dist. - Kheda payable at Bank of Baroda (IFSC CODE-BARB0DBWANA), WTPS (In case D.D of other banks is submitted, Rs.100 extra as a bank charge is to be paid per DD) or by Bank Guarantee of any of the nationalized/Approved Bank of GSECL or by NEFT / RTGS.
Schedule-A, Terms & Conditions of Technical Bid duly signed on each page, deviation if any clearly mentioned
Bidder shall have to submit work completion / performance certificate of the subjected work.
The offer should be valid for minimum 120 days from the date of opening of Tender. Otherwise offer may

be rejected.
Bidder has to produce copy of group insurance (Workman compensation policy) prior to work execution for all labours engaged against awarded contract for subject work. Party has to give acceptance for the same.
Labour license is required to be obtained by contractor only after placement of order subject to engagement of more than 50 workers. Party has to give acceptance for the same.
Detail of partnership deed in case it is partnership firm / MOA or AOA in case of company.
The Issue / Submission of Bids / Tenders to / by any Bidder do not mean that the Bidder is qualified for Bidding. Even after Issuance / Submission of Bid / Tender, the Pre-Qualification Criteria will be applicable at the Time of Technical Bid / Tender Evaluation, If Bidders Bid does not meet the Pre-Qualification Criteria, and then their Offer is likely to be rejected. Decision regarding this will be taken by the Chief Engineer (C & O), GSECL, WTPS and binding to all.
Any Alterations / Modification to the Bids Received after Opening of Tender shall not be considered unless carried for by the GSECL in Negotiations.

	Gujarat State Electricity Corporation Limited	
	Wanakbori Thermal Power Station, Ta: Galteshwar, Dist: Kheda -388239 Ph: 91-2699-235522 Fax: 91-2699-235607 Email: wtps.ceg@gebmail.com Web site: www.gsecl.in	
	CIN: U40100GJ1993SGC019988 AN ISO-9001:2015&14001:2015 OHSMS 45001:2018 Certified Power Plant	

GENERAL CONDITIONS OF CONTRACT

SECTION:

1.	The contractor shall at their own expense make all necessary provision for housing water supply and sanitary arrangement for their employee as well as for works and shall pay direct to the authorities concerned all rates and taxes.
2.	The contractor shall make their own arrangements for the necessary approach road, for transport of their materials and be responsible for the Compensation on account of damage to crop on Corporations' property.
3.	All the royalty charges octroi other duties will be paid by the contractor and no extra could be claimed on this account.
4.	<p>The organization will supply articles at the place and rates mentioned in schedule 'A' of Tender form. In case of the materials issued either through or with the recommendation of this organization it will be absolutely necessary for the contractor to maintain a correct and honest record of the daily consumption of the said materials/with inside particular reference to the work during the day.</p> <p>The Engineer-in-charge of this department or his authorized agent shall have the right to inspect and check the stores containing these materials and the account for these materials shall be presented for inspection whenever asked for by them. Every facility shall be afforded by the contractors for all these inspections Engineer-in-charge will supply the materials in any quantity as deemed fit.</p>
5.	Godown of sheds hired or constructed for storage of controlled materials and more/ particularly of cement shall be such as would prevent the materials from getting damages in any way.
6.	It will be absolutely incumbent of the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge Materials that have been rejected must on no account be allowed to remain on the site and in spite of written order to do so any such rejected material is on the site beyond a period of 48 hours, notice the Engineer-in-charge shall have the right to remove it at the risk and cost of the contractor and even destroy it.
7.	It must be distinctly understood that the conditions of the contract and of claims in respect of extra work will not be allowed, unless the works to which they relate is clearly without the spirit and meaning of the specifications or unless such work are ordered in writing by the Engineer-in-charge and claimed for in specified manner.
8.	On completion of the work, the site shall be cleared by the contractors within the stipulated period, and ground brought to original state and they shall not be entitled for any extra claim on this account.
9.	<p><u>DAMAGE CAUSES TO WORKS:</u></p> <p>The work whether fully constructed or not, and all materials, machinery plant tools, temporary building and other things connected there shall be at the risk and in the sole charge of the contractor until the works have been delivered, completed to the Engineer- in-charge and certificate from him to that effect obtained until such delivery the contractor shall at their own cost</p>

	take all the precautions reasonably necessary to keep all the aforesaid works materials machinery, plant, tools, temporary building and other things connected with the work, free from any loss or damage and in the event to the same or any part there of being lost or damage shall from with within possible speed, reinstate and make good such loss or damage at contractor's own cost.
10.	Supply of controlled articles will be invariably recommended after the actual requirements have been carefully scrutinized. In the event of any such materials remaining in surplus in charge of the contract, on account of some modifications either in the design or changes in construction or any other reason will be returned to the department.
11.	There will be generally no objection on the component parts of the works being given over to responsible sub contractors but it must be borne in mind that this department would under no circumstances recognize these sub contractors and responsibility of executing the work in accordance with the condition of the contract will entirely rest on the main contractors. The main contractors will therefore always have the very responsible member preferably a technical hand, present on the works with power to sign all work order issued on the site of work and to take requisite actions in the interest of very efficient execution of works.
12.	With a view to ensure rapid progress on the works purchaser may store at work sites certain quantities of the materials such as cement etc. and it will be incumbent on the tender to purchase these materials, at the rates mentioned in schedule 'A' of tender form for supply of necessary articles, all necessary help will be tendered but in must be clearly understood that the purchases does not accepted and responsibility for the delay that may be cause in their supply on account of circumstances beyond the purchaser's control.
13.	Contractor will be asked to present the sample of materials and the approved sampled will be preserved at the site of work and no change in the approved sample will be allowed without the written permission of the Engineer-in-charge.
14.	Contract will have to communicate the name of his authorized agent who shall be presentation the works and shall be authorized to sign the materials requisitions receive instruction given verbally, or on the order book on behalf of the contractor.
15.	The materials issued to the contractor as per schedule 'A' of the tender shall not be removed from the work and all surplus material at the end of the works which is considered serviceable shall be returned to the organization even the unserviceable material shall be removed only with the prior permission to the E.E. in writing.
16.	The contractor will have to sign the conditions of the contract and execute the agreement, send the list of previous works executed solvency certificates and pay up the security deposits, failing to that the tender will be rejected and earnest money deposit will be forfeited. The value of the stamp paper and stamp duty charges shall be borne by the contractor.
17.	The contractor must arrange for all transport of materials weighting of material issued at department stores and all such cost include in the rates of schedule 'B'.
18.	The competent authorities can delete to any items in the schedule 'B' of the tender order if they feel that the items is not essential to be executed.
19.	A schedule of quantities is included in the tender document it shall definitely understood that the Corporation does not accept any responsibility for the correctness or complication of this schedule-B. The tender documents shall be written legibly and free from grouser, over written on conversion of figures correction where unavoidable shall be made by crossing out initialing dating and rewriting both in figures and in words in case of my discrepancy in figures the price quoted in words shall prevail.
20.	This notice to tenders shall form a part of the contract.

21.	The entire work is to be completed within the stipulated time limit from the date of work order. The contractor will not be eligible for any extra for the idle period of work or waiting period that may be required to suit other considerations and no claim for compensation on account of such will be considered. However in case of delay due to circumstances beyond the control contractor either in date of commencement or due to waiting during construction extension time may be considered for completion of work.
22.	In case contractor is unable to account for full quantity of materials issued to him from the department stores, recovery will be effected from him at cost rates or market rates prevailing at the time of issue whichever is higher, plus 15% to cover Corporation's departmental supervision charges for all material unaccounted for.
23.	Bill shall be submitted by the contractor monthly on or before the date fixed by the E.E., for all works executed in the previous months.
24.	<u>SUPPLY OF WATER AND ELECTRICITY:</u> If possible water for construction purpose only may be supplied by the Corporation at one point as decided by the Engineer & recovery for water charges shall be effected at two percent of cost of time as executed in which the water supplied by the Corporation is used as certified by the Engineer in charge Electric supply is required the contractor shall be given Free of cost by GSECL. (Applicable to CIVIL WORKS only).
25.	Should this tender be accepted, I/We have agreed to abide by and full fill all the terms and provision of 'Tender and Contract of works' as applicable, and in default thereof, to forfeit and pay to the Corporation the some of money due.
26.	The work will have to be carried out in co ordination with other Agencies on the same site on account of this in case the contractor has to stop or delay his works for same time he will not claim anything extra only Corporation may consider to give suitable extension in time limit if necessary on such account.
27.	Any disputes arising out of the contract if not settled mutually, than the same shall be settle by Gujarat Public Work Arbitration Tribunal act-1992.
28.	Following clauses of this section are not applicable to this contract i.e. 3,4,5,6,10,12,13,15.
<u>CIRCULAR – I</u>	
	The following are the major obligations to be fulfilled by the Contractors as per the Contract Labor (R&A) Act 1970 and rule mentioned there under:
1.	License to be obtained before starting the Work where number of contract laborers in Fifty or more.
2.	Payment to contract laborers has to be made in presence of IRO/LWO. Wages rates for contract laborers are applicable as per the terms and conditions of the license. The contractor shall have to pay wages to workers as notified by Government of Gujarat., from time to time
3.	Every contractor shall have to maintain the muster roll and wages register in respect of his contract labor.
4.	Every contractor is required to issue employment card, wages slip and attendance card to their laborers.
5.	The contractor has to maintain the register No. 13 containing details of contract labors employed by him.
6.	Earned leave register/ card as per the Factories Act. And Rules.
7.	Other registers required under Contract Labor Rules and the Factories Act. And Rules.
8.	Every contractor shall have to obtain insurance policy in respect of the contract labors engaged by him to cover them under workmen's Compensation Act.
9.	To send half yearly return to licensing officer as per Rule 82 (1) as per schedule time.

10.	Before starting the work as per the contract awarded to him, he should make arrangement to enter into the agreement in the prescribed format on the stamp paper as applicable. Before fulfilling the above requirement the contractor is instructed not to start the work. The responsibility will be on his head in case he fails.
11.	Contractor should possess separate P.F. code on their firm, name otherwise their offer may not be considered.
	All the contractors are informed to adhere to the rules and regulations applicable to them, particularly in respect of the laborers engaged by them, the contractor not fulfilling the obligations will not be allowed or continue with work/ not be held qualified to carry out the work at TA-Galteshwar Dist. - Kheda Power Station.
CIRCULAR-2	
	It has been directed by our CO that, no new labor contract be entrusted to any agency without getting prior approval from CO. Further the existing contract, on their expiry, may not be extended without approval from HO, Vadodara. In light of the instruction conveyed by HO, it is necessary to check up the following documents of each and every contractor before awarding the contract to these contractors. For preliminary checking of valid contractors, the following documents are required to be checked by the concerned DE/EE/SE. On their checking the same and by recommending the number of labors, gate pass will be issued by the Sr. Security officer. But before awarding and finalizing any contracts, following information must reach to IRO for his confirmation.
1.	The contractor should not be allowed to engage fifty or more contract labors without initiating to obtain the labor license under the Contract Labor Act from the Assistant Commissioner of Labor, Nadiad (The same number i.e. fifty or more includes Supervisor and other staff).
2.	Number of days of the contract should be informed first before allowing the contract to start. The Contractor also must obtain group insurance under WC Act before starting the work.
3.	The contract laborers must be paid minimum wages as per notification issued by competent authority under the said Act from time to time upon issuance of Circular by Chief Engineer, WTPS. The above instruction must be followed scrupulously to avoid labour liabilities under Contract labor Act.
“GENERAL SAFETY RULES / NORMS” TO BE OBSERVED BY THE CONTRACTOR	
	All the contractors working in Gujarat State Electricity Corporation Limited Factory like Coal/Lignite/Gas/Hydro/Pumping Station shall have to strictly observe the following Safety Rules. Concern principle contractors are responsible for informing & observance of these rules by their supervisors/contract workers as well as the owner/supervisors/ workers of sub-Contractors engaged, if any, by them for the work contract awarded to them. 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 / workers 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 company for any loss or damage / accident / injury to the company's property / employee or employee of their own in default of non - observing these rules.
1.	Contractor should issue photo gate pass for their workers from GSECL Factory Manager as per Gujarat Factories rules, 1963 & details shall be filled up in GSECL gate pass format as per Aadhar card /Election card id proof & to follow the gate pass issue procedure through concerned department EE & SE, Security Officer, LWO/IRO/DGM, Factory Medical Officer, Safety Officer/Dy. Safety Officer & Factory Manager.
2.	In case of emergency, temporary photo gate pass shall be issued by Security Officer only for three days with prior permission of Factory Manager only. More than three days, Permanent photo gate pass procedure shall be completed by contract agency for their contract workers.
3.	Certificate of Fitness of employment in hazardous process & operations in form no.33 of Gujarat

	Factories rules, 1963 shall be issued by GSECL Factory Medical Officer for all contractor workers before commencement of work & examination responsibility shall be taken by contractor as well as concerned Head of Department .Pre-employment & Periodical medical examination of contractor workers shall be carried out in form no.32 from GSECL Factory Medical Officer after every six (06) months of contractor with their contractor workers. Contractor shall be fulfilled all health requirements before commencement of work. After completion of medical examination in form no.32/33, GSECL Factory Medical Officer shall be signed in contract worker gate pass procedure format.
4.	If work executed outside factory premises, Principle Contractor shall be registered compulsory under The Building & Other Construction Workers (Regulation of Employment and condition of service) Act, 1996 and The Gujarat Building & Other Construction Workers (Regulation of Employment and condition of service) Rules, 2003 before execution the "building or other construction work" means the construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings, streets, roads, railways, tramways, airfields, irrigation, drainage, embankment and navigation works, flood control works (including storm water drainage works), generation, transmission and distribution of power, water works (including channels for distribution of water), oil and gas installations, electric lines, wireless, radio, television, telephone, telegraph and overseas communications, dams, canals, reservoirs, watercourses, tunnels, bridges, viaducts, aqueducts, pipelines, towers, cooling towers, transmission towers and such other work as may be specified in this behalf by the appropriate Government, by notification but does not include any building or other construction work to which the provisions of the Factories Act, 1948 (63 of 1948), or the Mines Act, 1952 (35 of 1952), apply.
5.	Contract worker gate pass will issue after completion of safety induction 3D animation movie & Training record is to be maintained in IMS/OHSAS training format by TK Office/LWO.
6.	As per Gate pass format of GSECL, Safety Officer/Dy. Safety Officer shall be checked the issue PPE to contract workers as per nature of job, Form no.10 of lifting tools and tackles, Driving license, Electrical contractor license, Electrical trade qualifications, Safety induction training, SOP, supervisor qualifications etc. After fulfillment of all Safety compliances, Safety Officer/Dy. Safety Officer shall be signed in Contract worker Gate pass procedure format.
7.	Work Contract shall be completed by principle contractor/agency/person who is awarded the work order. Subletting of contract shall be allowed only if prior approval of Power station chief before execution of work. Contractor/agency shall be submitted the entire subletting contract documents with gate pass application through concern department EE & SE, LWO/DGM, Safety Officer/Dy.Safety Officer & Factory Manager.
8.	Under The Conditions Framed Under Rule-45 Of The Indian Electricity Rules, 1956, Valid Electrical contractor License shall be submitted to concern electrical department EE/SE/Electrical Safety Officer/ Safety Officer/Factory Manager at the time of apply gate pass by agency/Contractor with latest renewal from Chief Electrical Inspector, Gandhinagar- Gujarat. Electrical License photocopy shall be checked by Concerned HOD of Electrical Department/Electrical Safety Officer/Dy.Safety Officer/ Safety Officer/Factory Manager.
9.	As per nature of job/work, Qualified supervisor (Diploma (Electrical/ Mechanical/Civil/C&I) + 3 years experiences or ITI + 10 years) shall be engaged by contract agency & qualification certificate with experience certificate shall be submitted to concern EE/SE/LWO/IRO/DGM/ Dy.Safety Officer /Safety Officer/Factory Manager at the time of apply gate pass.
10.	As per rule 3 of CEA regulation ,2010: Designating person(s) to operate and carry out the work on electrical lines and Apparatus , Contract person/worker possesses a certificate of competency or electrical work permit, issued by the Appropriate Government. That means,

	Electrical trade Qualification of contract worker/person like ITI-wireman/ Electrician, Diploma (Elect), BE/B. TECH (Elect), ME/ M. TECH (Elect) shall be submitted to concern EE/SE/LWO/IRO/DGM, Dy.Safety Officer/ Safety Officer/Factory Manager at the time of apply for photo gate pass procedure.
11.	As per nature of job/work & during capital overhauling work /Annual overhauling work /24X7 round the clock work/major shut down work, Qualified Safety Officer/Manager/Supervisor (BE/Diploma (Elect/Mech/Civil) + PDIS-Post Diploma in Industrial Safety) shall be engaged by contractor during dangerous operations/dangerous works as well as day to day dangerous activities, safety supervision, tool box talk, Safety awareness programme, SOP preparation with hazards & its control measures with each step , checking of lifting tools & tackles, hydra mobile crane, Safety precautions, coordination with Safety Department etc.
12.	License of driver shall be submitted with gate pass issue application as per nature of vehicles & to follow the Motor vehicle Act,1988,the Central Motor Vehicles (Amendment) Rules,2016 as well as Gujarat Motor Vehicles rules,1989 & driver license shall be checked every day by security shift in charge before entry in the Factory premises.
13.	SOP with JSA (Job Safety Analysis) shall be prepared by contractor through competent person as per GFR, 1963 or Qualified Safety Officer as per GFR, 1963 with 05 years experiences. SOP will review & approve by concern JE/DE/EE/SE/Elect. Safety Officer/Dy. Safety Officer /Safety Officer/Factory Manager before execution of work.
14.	<p>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/DGMS/CE/EN/ANSI approved) & to checked standard/make in PPE issue format by concern JE/DE/EE/SE/Safety Officer/Factory Manager. 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 workers to put on the same while at works.</p> <p>The ongoing work is liable to be stopped at any time if your contract workers/staffs found working without P.P.Es. Following is the list of various P.P.Es (as per ISI/DGMS/CE/ EN/ ANSI approved only) to be used for various works / worksites.</p> <p>In any work, Contractor shall be issued the minimum 06 nos. of PPEs like Safety Shoes, Safety Helmet, Safety goggles, Mask & Reusable Ear plug, hand gloves to their workers/supervisor compulsory & it will check by concern section HOD & Dy. Safety Officer /Safety Officer at the time of gate pass procedure.</p> <p>Quality of PPE shall be approved from Safety Officer as per Indian Standard and International Standard before executions of work or at the time of gate pass apply procedure.</p>

List of safety equipments	
Industrial Safety Helmet	For protection of head against falling objects or during fall of person from height. Yellow Colour helmet is used for contract worker with agency logo.
Safety Goggles/welding goggles/chemical splash goggles	For protection of eyes against flying particles / dust, chemical splash, welding spark, arc, flashover etc.
Full Face shield	For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.
Reusable Earplug / Ear muffs.	For ear / hearing system protection while working in high noise level area.
Chemical suit/Gas tight suit /Fire proximity suit/FR Boiler Suit	For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.
Safety Hand Gloves	For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.
Safety shoes/ Gum Boots with Oil/Chemical/water/heat/ Electrical resistance etc.	For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..
Safety Belt(full body hardness with double lanyard & shock absorber) / Rope / Life line / Fall arrestor etc.	For fall prevention while working at heights or in depth, working in vessel or in confined space.
Dust Mask/Respirator with valve(FFP2)	Protection of respiratory system against dust.
Chemical Cartridge Respirator with full face mask type A2B2E2K2	Protection against toxic chemical fumes / gases/vapors/dust etc.
Trolley mounted Air line respirators with full face mask	Working in oxygen deficient zone or confine space area
Portable Single gas detector like Chlorine, Ammonia, Hydrogen, etc	Working in hazardous storage/process area
Portable Multi gas Detector (LEL,O ₂ ,CO,H ₂ S,SO ₂ , etc)	Working in oxygen deficient zone & use in entry of confine space & Major fire
Automatic voltage detector	To check the present voltage or induction voltage of electrical equipments/ bus/switch gears from 01 (one) feet distance before starting the any electrical work .
Auto darkening welding helmet (EN 379 & EN 175 Level-B) with PAPR as per EN 12941:1998, class TH2 and AS/NZS 1716	<p>The new auto darkening welding helmet combines legendary Speed glass quality and auto darkening technology with an innovative wide-view grinding visor to give welders an all-in-one solution for more flexibility, precision, and efficiency.</p> <p>Respiratory System is a combined face and breathing protection device, for increased comfort and safety in welding. The unit is equipped with a particle filter which removes particles from the air. The unit provides a constant airflow independent of filter combinations and clogging. The unit can also be equipped with a gas filter (for example A1B1E1). The unit supplies air to the head top via the connecting breathing tube. The airflow creates a slight positive pressure which together with the sealing to the face prevents particles and other contaminants from entering the head top.</p>

15. All PPEs (as per ISI/DGMS/CE/EN/ANSI approved only) Should issued by party/agency/contractor to their contractor workers as per nature of job and allotment of PPE list shall be submitted to Safety Officer, Wanakbori on his letter head as per below mentioned format by Contractor before commencement of work through concerned JE,DE,EE/SE .

Sub: Issue of PEE to Contractor workers
Sub of work Order:
Work order no.
Name of Agency:
Date of Commencement:
Time limit for work order:

Sr . No	Name of work ers	De sig nat ion	Name of Section under work executi on	Name of PPE	IS :Code no. of PPE	Make of PPE	Qt y	Unit	Dat e of issu e	Receivin g signatur e
A	B	C	D	E	F	G	H	I	J	K
01				Safety Helmet				Nos .		
				Safety goggles				Nos .		
				Reusable Ear Plug				Pair		
				Dust Mask				Nos .		
				Safety Shoes				Pair		

16. Shift Security Inspector/Security Officer shall be checked Safety Shoes & Safety Helmet of all contractor workers at entry gate of Factory Premises & shall entered contractor workers with Safety Shoes & Safety Helmet with photo ID Gate Pass.

17. Shift Security Inspector/Security Officer shall be checked validity of Gate pass of all contractor workers on daily basis.

18. During the work execution, one trained & competent supervisor of agency should always remain present at work site. Concern JE/DE of GSECL shall be supervised the contract work as per SOP .

19. Approved NABL laboratory calibration certificates of electrical/mechanical/Civil/C&I/Environment survey/Chemical etc measuring /testing equipments/instruments which are used during contract work shall be submitted before starting the work & shall be checked by concern JE/DE/EE before starting work & it's record shall be maintained in concern section.

20. 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 concern Department / Section JE/DE and shall be informed to concern section JE/DE for closed/ returned after completion of work.

21. Safety talk/Safety work instructions shall be given to contractor workers by concern JE/DE regarding hazards of specific work, risk & it's control measure (mentioned in HIRA) before starting the job work and records shall be maintained for each & every job works.

22. Display Safety instructions shall be strictly followed by all workers who are working in factory

	premises.
23.	Material Safety Data Sheet (MSDS) of each chemical shall be available with Chief Chemist/Control room & work related Chemical information shall be taken by contractor & contractor workers from Concern EE/Chief Chemist before starting of chemical handling work.
24.	The contractor shall be checked & securely covered or securely fenced any opened fixed vessel, sump, tank, pit or opening in ground or in floor which, by reason of its depth, situation, construction or contents, is or may be a source of danger before starting the work each & every days or after interval/recess. Contractor supervisor shall be informed to concerned HOD regarding any unsafe conditions.
25.	Prohibition of smoking, fires, lights, spontaneous ignition substance, matches; fuses, mobile phone etc are to be strictly followed by all workers who are working in factory premises.
26.	Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, 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.
27.	<p>While carrying out work in confined space or inside vessel, obtain necessary “Confined Space / Vessel Entry Permit” from concerned department prior to commencement of the work.</p> <p>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 in case of emergency or arrange to get immediate outside help, shall remain present at entry point. Use full body safety belt without failed.</p> <p>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 / grates 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.</p>
28.	The contractor shall see that he / his persons do not work on or block (by stacking material, spare parts, tools-tackles, equipmentsetc), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plants or its auxiliaries, on which there is traffic movements 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.
29.	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.
30.	The electrical power supply required to run such equipments shall not be taken directly at their

	<p>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.</p> <p>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.</p>
31.	Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be used by Electrical contractor for safe use in areas where hazardous, flammable, or combustible vapors, liquids, dusts, or residues may be present in Gas Based power plant and list of tools and tackles shall be submitted with technical bid. Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be checked by JE/DE before commencement of Electrical work.
32.	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.10 by Competent Person as per the Factory act-1948 & Gujarat Factories Rules and its validity do not expire. Further, it shall be fixed properly and firmly prior to lifting the weight. Valid Test certificate of all Lifting machines used by Contractor to be submitted to Dy.Safety Officer/ Safety Officer before commencement of work through concerned EE/SE.
33.	Metal 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 /full body harness with double lanyard & Fall arrestor & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.
34.	Contractor or their employee shall not interfere in day-to-day 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 for not to sit or take rest at/near/below running plants, auxiliaries, systems or any place which is risky, hazardous & prone to accident.
35.	The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO ₂ 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.
36.	In Gas Based Power station/Hydrogen storage area /Hydro carbon fumes-vapour generated area, Spark arrestor (as per approved manufacturer of CCOE, Nagpur) shall be provided on each vehicle by party/agency and it will check by shift security in charge before entry of vehicles in the factory premises.
37.	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.																											
38.	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.																											
39.	In all risky job, before start the work, contractor should obtain General Safety Work Permit through concerned section from Shift –in-charge well in advance.																											
40.	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 Station Mobile No as well as Station Fire Officer or Emergency Control room no which is displayed at prominent place of factory like Main Security Gate, All unit control room, Canteen area, Safe Assembly points, Fire Station, All security gates, Occupational Health Centre.																											
41.	<p>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&ANNEXURE may be obtained from concerned section or Dy.Safety Officer/Safety Officer.</p> <p>In case of any electrical accident, it shall immediately be reported to Electrical Safety Officer through concern Sectional Head / Engineer. The prescribed Electrical accident form no. A as per electricity act-2003 & Form No. 21 & ANNEXURE as per Gujarat Factories rules shall be filled up by concern department JE/DE with written consent of contractor. The Form may be obtained from concerned Electrical section or Electrical Safety Officer. Electrical accident investigation shall be carried out by Electrical Safety Officer with Factory Manager.</p> <p>After any reportable accident, Contract agency shall be submitted the fitness certificate of injured person with endorsement of GSECL factory Medical Officer to LWO/Dy.Safety Officer/Safety Officer/Electrical Safety Officer then after injured person may allow for work.</p>																											
42.	For any incident occurred but have no injury to any persons should also reported as per GSECL format and informed to Dy.Safety Officer/Safety Officer as Near Miss Incident .																											
43.	<p>Safety penalty shall be imposed against Offences by contract workers: If any contract worker worked in a factory contravenes any provision of Factories act or any rules or orders made there under ,imposing any duty or liability on workers, contractor/agency shall be punishable with fine which mentioned as under.</p> <table><tr><th>Sr. No.</th><th>Description of penalty</th><th>Amount</th></tr><tr><td>(i)</td><td>Work without PPEs</td><td>Rs.300/- per person</td></tr><tr><td>(ii)</td><td>Work without work Safety permit like working at height, confine space entry, hot work etc.</td><td>Rs.1000/- per day</td></tr><tr><td>(iii)</td><td>License of driver as per type of vehicles not registered.</td><td>Rs.750/- per person</td></tr><tr><td>(iv)</td><td>Welding work without flashback arrestor/double gauge regulator set</td><td>Rs.1000/- per set</td></tr><tr><td>(v)</td><td>Operate Portable power tool without ELCB</td><td>Rs.1000/-per equipment</td></tr><tr><td>(vi)</td><td>Work without qualified Supervisor as per nature of job like mechanical, electrical, civil, C&I, chemical etc.</td><td>Rs.1000/-per day</td></tr><tr><td>(vii)</td><td>Work without SOP & JSA</td><td>Rs.2000/-per day</td></tr><tr><td>(viii)</td><td>Work without test report of lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift,</td><td>Rs.2000/- per equipment</td></tr></table>	Sr. No.	Description of penalty	Amount	(i)	Work without PPEs	Rs.300/- per person	(ii)	Work without work Safety permit like working at height, confine space entry, hot work etc.	Rs.1000/- per day	(iii)	License of driver as per type of vehicles not registered.	Rs.750/- per person	(iv)	Welding work without flashback arrestor/double gauge regulator set	Rs.1000/- per set	(v)	Operate Portable power tool without ELCB	Rs.1000/-per equipment	(vi)	Work without qualified Supervisor as per nature of job like mechanical, electrical, civil, C&I, chemical etc.	Rs.1000/-per day	(vii)	Work without SOP & JSA	Rs.2000/-per day	(viii)	Work without test report of lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift,	Rs.2000/- per equipment
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		mobile crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures) in Form No.10 of Gujarat Factories Rules,1963		
	(ix)	Work without Double lynyer Safety belt during working at Height work, work without anchoring in hook/line line	Rs.3000/-per person	
	(x)	Work without 24 Volt supply in Confine space area	Rs.3000/-per person	
	(xi)	(a) Grinding machine used without safety guard / machine guard (b) Unsafe welding machine like open body, Knob without insulation, connection without lug (c) Damaged welding cables/gas pipelines (d) Welding work doing without welding blanket (e) Electrical supply without 3 pin plug/ Industrial Plug (f) Use of damaged electrical wire for lighting / equipments (g) Use of lighting lamp without cage (h) Use of open halogen tube (i) Use of damaged PPEs/use of non standard PPEs (j) Unsafe lifting and handling of gas cylinders (k) Cylinder handling without safety cap (l) Temporary connection without ELCB etc.	Rs. 500/- per equipment / per set	
	During plant visit/supervision of concern JE/DE/EE, SE, Safety Officer/Safety Officer/Electrical Safety Officer and Factory Manager/Occupier, if they will observed any safety violations as per CO circular/statutory requirements then they must imposed Safety Penalty through office note directly against contract workers/ contract agency and Office note process through proper channel to concern Section head and Account head for recovery purpose. Photograph/CCTV camera footage is to be put up with penalty note by imposed individual officer.			
44.	Contractor will damage any fire equipments or property or machinery in factory during execution of work, total damage cost will be recovered from Contractor RA bill and recovery Office note put up by concern HOD.			
45.	All the relevant labour and industrial laws shall also be followed compulsorily.			
46.	After completion of work, cotton waste, grease, oil, unused material, welding rod pieces, scrap etc. are to be removed by contractor and scrap shall be deposited to scrap yard of Main Store.			
47.	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.			
48.	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), The Electricity Act-2003 & rules, BOCW Act/Rules shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety & health requirements.			
49.	The above rules shall be scrupulously followed and where required, Contractor /contractor			

	workers may contact to the Dy.Safety Officer/Safety Officer/Electrical Safety Officer in case of any ambiguity or needs further guidance in this regard.
GENERAL CONDITION AT CONTRACT	
1.	“Contract” means the documents forming tender and the subsequent agreement that may be entered in to.
2.	“Work” or “Works” means the work related to the subject mentioned in tender.
3.	Contractor” means a firm or an individual undertaking these works or offers the rates for this work.
4.	The general rules and regulations of the GSECL for tender and contract for works will apply to the extent of the same and not modified herein. The contractor is deemed to have gone through and considered to be fully aware of the conditions mentioned therein.
5.	<p><u>Earnest Money Deposit:</u></p> <p>Tender should be submitted along with Earnest Money Deposit (EMD) at the rate of three percentage (3 %) of estimated cost of the tender, without which tender is liable to be rejected. The exemption in payment of EMD shall be given under following clauses.</p> <ol style="list-style-type: none"> 1. Micro & small-scale enterprises which participate directly in tendering process for the product which they are manufacturing / service which they are providing and have Udyam registration for items / service under procurement. 2. Start-ups which participate directly in tendering process for the product which they are manufacturing/ service which they are providing and re-cognized by DPIIT under the Start-up India Program and has obtained Udyam registration. 3. Organization which has registration certificate for the manufacturing product of the tender, from Gujarat Khadi Gramodyog Board or Khadi and Village Industries Commission (K.V.I.C) or Commissioner of Cottage Industries. 4. Board/Corporations/PSUs of the Central/ State Government for their own manufactured items. 5. State Government recognized organizations like (i) organizations for blinds, dumb and deaf, disabled, mentally disabled persons; (ii) women's self-help group recognized by Gujarat Livelihood Promotion Company; which participate directly in tendering process for the product which they are manufacturing / service which /they are providing.
6.	<p>Security Deposit:</p> <p>It is mandatory to submit security deposit before order placement. Contractor shall have to pay security deposit of 5% of contract value within 10 days from the date of letter of intent. Such security deposit will be payable either in D.D./ Bank guarantee. Bank guarantees from scheduled/ nationalized banks will be acceptable if the amount of security deposit payable exceed Rs 5000/- . The bank guarantee will be excruciated on the standard form prescribe by the corporation. In case of bank guarantees furnished/ submitted they should have clear one time validity till the completion of the order in all respects and up to the expiry of the guarantee period from the date of work completion. Bank guarantee for interim period will not be allowed. If by any reason the work period is extended than contractor should undertake to renew the bank guarantee at least one month before the expiry of the validity failing which GSECL will be at liberty to encash the same.</p> <p>If the full security amount is not paid immediately after the receipt of the letter of intent, than the order will not be placed (at the discretion of the GSECL) and without entering to any correspondence and this will be binding on the tenderer.</p> <p>If the tenderer fails to pay the security deposit or defaults in execution of the orders place or if GSECL suffers any financial loss due to this, then GSECL will be liberty to adjust the amount of others orders of the same firms or by encasing the bank guarantee.</p>

Failure to deposit the S.D. will entail for failure of EMD and the contract shall be treated as terminated. You shall not be, allow to start the work if, S.D. is not paid. Any loss to the GSECL due to late start of the work because of the late payment of S.D shall be contractor's liability.

SD will be accepted in form of Bank guarantees issued by

[A] Any nationalized bank

[B] Guarantees issued by following banks will be accepted as SD/EMD for the period up to Dt:31.03.2027. The validity cut-off date In the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

A. All Nationalized banks

B. Guarantees issued by following banks will be accepted for the period up to 31-03-2027. validity cutoff date in GR is with respect to date of issue of bank Guarantee irrespective of the date of termination of Bank Guarantee.

1	Axis Bank	23	AU Small Finance Bank
2	Bandhan Bank	24	City Union Bank
3	CSB Bank.	25	DBS Bank India Limited
4	DCB Bank	26	Dhanlaxmi Bank
5	Equitas Small Finance Bank	27	FEDERAL BANK
6	HDFC Bank	28	HSBC Bank
7	ICICI Bank	29	IDBI Bank
8	IDFC First Bank	30	IndusInd Bank
9	Jammu and Kashmir Bank	31	Jana Small Finance Bank
10	Karnataka Bank	32	Karur Vysya Bank
11	Kotak Mahindra Bank	33	RBL Bank
12	South Indian Bank	34	Standard Chartered Bank
13	Tamil nadu Mercantile Bank	35	Ujjivan Small Finance Bank
14	YES Bank	36	Ahmedabad Mercantile CO-op. Bank
15	Nutan Nagrik Sahakari Bank Ltd.	37	Rajkot Nagrik Sahakari Bank Ltd.
16	Saraswat Co-Operative Bank Ltd.	38	SBPP Co-Operative Bank Ltd.
17	SVC Co-Operative Bank Ltd.	39	The Cosmos Co-op bank Ltd.
18	The Gujarat State Co-Operative Bank	40	The Surat District Co-Op. Bank
19	The Surat People's Co-Op. Bank Ltd.	41	The Baroda Central Co-operative Bank
20	The Panchmahal District Co-Operative Bank	42	The Kalupur Commercial Co-op. Bank
21	The Rajkot Commercial Co-operative Bank	43	The Banaskantha Mercantile Co-opelativ Bank Ltd.
22	Gujarat Gramin Bank		

In tender process, for L-1 Bidder Security Deposit will be charged as per table below.

Category of the Unit	Security Deposit	
	Purchase Up-to Rs. 5 Lakhs	Purchase of more than Rs. 5 Lakhs
Enterprises or organizations	Exempted	3% of order value

		which are Exempted from paying tender fee & EMD as per procurement policy			
		For all other enterprises	5% of order value	5% of order value	
7.	The security Deposit/ Bank guarantee covering execution of the contract will be released only on successful execution of contract and on receipt of the “NO Objection Certificate” from the Engineer In charge of the work.				
8.	Sublet or transfer of contract without prior written approval of G.S.E.C.L., will be treated, as breach of contract and it will be punishable by forfeiting the Security Deposit as well as termination of contract.				
9.	The G.S.E.C.L. reserves the right to forfeit the S.D. in case of any breach of contract and in case of disputes the decision of C.E., G.S.E.C.L Wanakbori T.P.S. shall be final and binding and shall be acceptable to the contractor. If the contractor fails to start the work as stipulated the EMD and the SD shall be forfeited.				
10.	<p>The following are the major obligations to be fulfilled by the Contractors as per the Contract Labor (R&A) Act 1970 and rule mentioned there under:</p> <ol style="list-style-type: none"> 1 The contractor should not be allowed to engage fifty or more contract labourers without initiating to obtain the labour license under the Contract Labour Act from the Assistant Commissioner of Labour Nadiad (the said number i.e., fifty or more includes Supervisor and other staff.) 2 The contractors shall have to obtain group insurance under Employee's Compensation Act before starting the work. 3 All Contractors shall have to make the payment of wages to the Contract Labours engaged by them, on or before 7th of every month through Nearest Nationalized Bank compulsory, preferably situated in the premises of Wanakbori TPS area in case of ARC /BRC works Contract. The Contractor shall supply copy of Bank Statement duly stamped by the Concerned Bank as a token of proof towards payment of Wages to HR Department. In Case of Non ARC/ BRC works contract, it is also expected the same practice to be adopt by the contractor. 4 Payment to contract laborers has to be made through Bank/ Cheque/ RTGS only. Wages rates for contract laborers are applicable as per the terms and conditions of the license. The contractor shall have to pay wages to workers as notified by Government of Gujarat., from time to time. 5 It should be ensured that all the labours engaged by contractor are covered under the provident fund scheme and employee's pension scheme and their contribution are remitted regularly to the concerned RPFC. The Xerox copies of challan along with ECR in this regards should be submitted regularly in G.S.E.C.L. office. 6 In case the contractor having more than one contract in the same TPS, the contractor shall have to submit contract wise separate list of the workmen to the concerned Officer. 7 The contractor shall have to pay wages to workers as notified by Government of Gujarat., from time to time. 				
11.	<p><u>Labour Laws:</u> The labour laws applicable and amended from time to time have to be followed scrupulously. A few of them for information are as under:</p> <ol style="list-style-type: none"> a) Person below the age of 18 years and above 60 years should not be employed for the work. b) No female worker shall be employed in the night shift between 7.00 P.M. to 6.00 A.M. c) The contractor shall maintain a valid labour license under the contract labour (Regulation and 				

	<p>Abolition) Act for employing necessary man power to be required by contractor. In the absence of such license the contract shall be liable to be terminated without assigning any reasons thereof.</p> <p>d) The contractor shall at his own expense comply with all labour laws and keep the G.S.E.C.L. Indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws, which the contractor shall have to comply, which are as under:</p> <ul style="list-style-type: none"> I) Payment of contribution by way of employee's contribution towards provident fund, family pension scheme, deposit linked insurance scheme, administrative charge etc., at the rates made applicable from time to time by Govt. of Gujarat /Govt. of India and other statutory authorities. II) Payment of deposit in respect of each contract labour at the rate applicable of with the offices of Commissioner of Labour as per the contract labour (Regulation and Abolition) Act. III) License fee as prescribed under the contract labour (Regulation and Abolition) Act and rules framed there under depending upon the number of workmen employed by contractor. IV) Identity cards as prescribed under the factories Act shall be issued to workmen. VI) Payment of retrenchment compensation, Notice pay and other liabilities as per Industrial Disputes Act. Any payment to the contractor's employees arising out of any claim or disputes under the Industrial Dispute Act 1947 or any other labour laws VI) Payment of compensation in case of accidental injury shall be made as per the WC Act. VII) If the female workmen are more than 50 numbers engaged then provision of crèches, shall be complied accordingly. VIII) Maternity leave as per the provision of the maternity benefit Act. <p>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 State Government / Government of India, which the contractor shall have to comply with.</p>
12.	<p><u>Provident Fund and Family Pension Scheme:</u></p> <p>The contractor shall submit along with his bill (month wise) statement regarding deductions against employees' provident fund and family pension scheme in respect of each concerned employee. Provident fund and family pension scheme at the rate of 12 % of wages (or at the rates made applicable by the Government time to time). The contractor's contribution and his workers contribution towards provident fund and family pension scheme shall deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad. In case if the contractor deposits the contribution to the Assistant Provident Fund Commission, the zerox copy of challans and schedule must be submitted in the office. For maintaining the CPF Account of contractor's employees the contractor will have to pay administrative charges as applicable of the emoluments of the employer of the contractor's every month.</p>
13.	<p><u>Group Insurance Scheme:</u></p> <p>The contractor has to take Group Insurance for all workmen engaged by him and copy of the same shall be produced to Concerned Officer.</p>
14.	<p><u>Paid Leave Facility:</u></p> <p>Paid leave facility at the rate of one day for every 20 days worked by the contract, labour shall be provided the contractor to his workers. It shall be duly verified and approved/certified by the authorized officer of the GSECL.</p>
15.	<p>The contractor shall employ adequate number of experienced staff at site for daily supervision and for maintaining of various registers and records required under the law and contracts. No payment for such supervision shall be admissible.</p>

16.	<p><u>Contractor to Indemnify the GSECL:</u></p> <p>The contractor shall indemnify and keep indemnified the GSECL, and every member, officer and employees of the GSECL, also Engineer-in-charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matter referred in above clauses and elsewhere and against all actions, claims demands, cost and expenses which may be made against the GSECL by any workman/ employees of contractor or any sub contractor and or from any liability any wise to any workman/employees of the contractor or sub-contractor under any laws, rules or regulation having in force of law including but not limited to claims against the owner under workmen compensation Act, 1923. The Employee's Provident Fund Act.1952, and/or the contract labour (Abolition and Regulation) Act, 1970.</p> <p>The GSECL shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor, and the contractor shall indemnify and keep indemnified the GSECL against all such damage and compensation and against all claims, demands proceedings costs, charges and expenses whatsoever in respect of or in relation thereto.</p>
17.	<p><u>Workmen's Compensation Fund and Employer's Liability Insurance:</u></p> <p>Insurance shall be affected for all the contractor's employees engaged in the execution of these contracts. If any of the work is sublet, the contractor shall required the sub-contractor to provide workmen's compensation and Employer's liability insurance for the latter's employees unless such employees are covered under the contractor's insurance. It shall be liability of contractor for employees of his sub-contractor.</p>
18.	<p>Any other rules and regulations, conditions, circulars etc. that are in force at present and that may be framed by the GSECL from time to time in connection with the contract will be binding and acceptable to the contractor.</p>
19.	<p>The contractor must possess separate P.F. code for the above subject work.</p>
20.	<p>Attendance rolls shall be maintained up to date. All the written registers, Performa etc...shall be filled up and maintained up to date and kept ready for inspection at any time or submitted in-time to the concerned authorities as per contract labour etc. Factory Act. etc... By contractor.</p>
21.	<p>It is the responsibility of the contractor to ensure that his employees maintain strict discipline as regards security, methods of safe working etc., and not to cause any hindrance to smooth running of power station or in execution of duties by GSECL staff. Any lapse in this regard will be viewed seriously and contract is liable to be terminated. If any of contractor's staff is found unsuitable or not behaving properly, the contractor shall have to remove him from the work-site on demand by GSECL. The contractor shall have to strictly observe the rules and conditions specified in the enclosed works contract booklet of the GSECL, which are not modified hereunder. To keep harmonious Industrial Relations amongst contract labours is the sole responsibility of the contractor. Any breach of the same will be viewed seriously.</p>
22.	<p>Before starting the work, the contractor should contract Industrial Relation Officer/ Labour Welfare Officer for all formalities and obtaining the gate passes of all contract labourers and for other formalities.</p>
23.	<p>Follow the following procedure at each milestone for the execution of works contract.</p> <p><u>(A) On Commencement of Contractual Work:</u></p> <p>(1) The Contractors shall have to obtain Photo-Gate-Pass before the commencement of contractual work awarded. Contractor shall have to apply for the gate passes in triplicate in a prescribed application form which is to be available from Security Section for the entry of workmen in the premises.</p> <p>(2) Such application shall have to be proceed for the approval of Factory Manager. After</p>

obtaining approval of Competent Authority, contractor shall have to prepare the Gate Passes and obtain the signature of Factory Manager.

- (3) If Labours are required to be engaged in Emergency during Public Holiday , Contractors Can apply for Temporary Gate-Pass for the period of only three days with recommendation of respective EE/SE and the same shall have to be regularized after following the procedure of Gate Pass applications on the office working day from HR Department. It is to note that No Temporary Gate-Pass shall be issued for the work other than acute emergency to carry out the work in power station premises.
- (4) The Contractor shall have to obtain the Group Insurance Policy under the Employee Compensation Act, 1923 prior to commencement of work.
- (5) The Contractor who intend to engaged 50 or More than 50 labours to Carry out the awarded contractual work then necessary - Form No. V under the Contract Labour (R&A) Act, 1970 / Form No. VI under the Interstate Migrant worker (employment regulation) rule 1979 as applicable is to be obtained from HR Department for the purpose of obtaining Labour License from the Licensing Authority.

(B) During Contractual Work under the progress:

- (1) Bill Recording Officer of User department shall have to ensure as to whether contractor has engaged minimum number of contract workmen per day as per the terms of work order.
- (2) All Contractors shall have to make the payment of wages to the Contract Labours engaged by them, on or before 7th of every month through Nearest Nationalized Bank compulsory, preferably situated in the premises of Wanakbori TPS area in case of ARC /BRC works Contract. The Contractor shall supply copy of Bank Statement duly stamped by the Concerned Bank as a token of proof towards payment of Wages to HR Department. In Case of Non ARC/ BRC works contract, it is also advisable the same practice to be adopted by the contractor.
- (3) All Contractors has to comply & maintain statutory documents / registers at site under the provision of labour laws & EPF Act.

(C) Submission of Statutory documents to ensure the compliances:

The Contractor shall have to submit following statutory documents, work order wise, under the labour laws and EPF to the recording officer of user department for ensuring the compliances of provision of labour laws and EPF Act for the respective working period.

- Copy of Attendance register – with name & address of establishment, Name of work and site (duly signed & stamp by Contractor) - Form XVI
- Copy of Wage Payment Sheet – with signature of workmen, duly signed & stamped by Contractor - Form XVII
- Copy of Bank Statement of Wage Payment (duly signed & Stamp by Concern Bank)
- Copy of PF Challan along with ECR Statement
- Copy of Gate Pass Permission (duly signed by Authorities) -
- Copy of Work Order (First Time)
- Copy of Valid W.C. Policy
- Copy of Valid Labour License (If Applicable in case of More than 50 manpower Engaged by Contractor for said work)
- Form No. XIII – Register of workers employed by Contractor
- Form –C – copy of Bonus Register
- Form -19 – copy of Leave with wages Register

Prescribed under the Contract Labour (R&A) Act, 1970 Contractor shall specify the Name of

	Work, Place of Work and Work order number in Muster Roll- Form No. XVI& Wage Register – Form No XVII.
24.	<p><u>Submission of the bill by the contractor:</u></p> <p>Bills shall be submitted by the contractor for each month on or before the date fixed by the Site In charge, for all works, executed in the previous month and the Site In charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within ten days from the presentation of the bills. If the contractor does not submit the bill, within the time fixed, as aforesaid, the Site In charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent, whose counter signature in the measurement list shall be sufficient warrant and the Site In charge may prepare a bill from such list which shall be binding on the contractor in all respect. Along with the R.A. Bill, the contractor should submit material Account wherever applicable, proof of payment of provident fund and other statutory dues, certificate issued by I.R.O. / L.W.O certifying average number of labour deployed during the month and total amount of wages and salaries paid to labour. Payment will be made as per actual work done only after taking joint measurement and The contractor will be paid 100 % amount of actual work done on satisfactory completion of job work .Payment will be released within 30 days from receipt of recorded bill in all respect as per corporation's rules. However, amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of GST pertain to respective bill amount in GST return after due verification.</p>
25.	<p><u>Income Tax:</u></p> <p>Income tax will be deducted at source from each bill as per statutory requirements. The GSECL will be entitled to deduct directly from the bills to be paid to the contractor any sum or sums payable by the contractor and which sum/sums the GSECL is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.</p> <ul style="list-style-type: none"> • No sales tax, professional tax or any other taxes, cess or levy, excise duty, octroi, royalty or other duties will be payable by the GSECL against this contract. • Service tax at the rate prevalent during period of execution of contract and if applicable will be reimbursed on production of certified copy of registration number and paid Challan for payment of service tax from time to time.
26.	The quantities mentioned in the Schedule-B are approximate only and may vary widely. The contractor shall be paid for the actual works carried out at the rates quoted by him.
27.	The TDS @ 2% as per Sections 57A and 57B GST Act shall be deducted from the contractor's bills.
28.	<p><u>Compensation for the Delay:</u></p> <p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence (time being deemed to be the essence of contract) and the contractor shall pay, as compensation, an amount equal to ½ percent or such smaller amounts, as the Competent Authority (whose decision in writing shall be final) may decide of the amount of the contracted cost of whole work as shown by the tender for every day that the work remains un-commenced or unfinished after the proper dates. Provided always that the total amount of compensation, to be paid under the provisions of the clause, shall not exceed 10 percent of the contracted cost of the work as shown in tender.</p>

29.	<u>Deposit Linked Insurance Scheme:</u> The contractor shall have to deposit 0.50% (half percent) or the rate applicable from time to time of the wages in respect of employees who are members of the PF, as the contribution to the Deposit Linked Insurance Scheme, with the Regional Provident Fund Commissioner, Ahmedabad.
30.	<u>Liability towards Gratuity:</u> The contractor shall deposit 15 days salary at the rate of last drawn salary for every completed one year of service for each worker for the liability of gratuity.
31.	<u>Minimum Wages Act:</u> The contractor shall pay prevailing minimum wages as applicable from time to time to the labours engaged by him as per the minimum wages Act, in presence of the GSECL officer or representative.
32.	<u>E.S.I. Act.:</u> The contractors shall comply with the provisions of E.S.I. Act wherever applicable as per the prevailing provisions of the Act and as amended from time to time.
33.	<u>Administrative Charges:</u> Administrative charges for maintaining Provident Fund account shall be deposited by the contractor with the Regional Provident Fund Commissioner, Ahmedabad, at the rates applicable.
34.	<u>Safety:</u> The contractor shall strictly observe all safety rules and provide safety equipment to the contract labours as per the Factories Act, 1948, and whatever amendments made from time to time to avoid any chance of accident. The contractor shall strictly observe all instructions of Safety Officer and Factory Inspector to avoid any chance of accident. The contractor has to provide safety articles to his contract labour as per the nature of work they have to perform in the contract. A certificate in this regard has to be obtained from Safety Officer then the detailed work order will be issued.
35.	<u>Compliance to Security Matters:</u> The power station being a restricted / prohibited area, all the formalities as required by the Security and Vigilance staff of GSECL should be complied with, to whom the contractor should contact.
36.	<u>Submission of Returns & Maintenance of Records:</u> The contractor shall submit the returns under the Contract Labour Act, Payment of Bonus Act, and Payment of Gratuity Act etc. and shall have to maintain all up-to date records/registers in respect his employees as prescribed under various Labour Laws and produce the same as and when demanded by GSECL's appropriate authorities.
37.	<u>Contract agreement & indemnity Bond:</u> As per Corporation's rules, Contractor will have to submit an agreement with the Corporation on stamp paper of appropriate value Rs.300/- in the prescribed form within one month of receipt of this A.T. or before starting the work. The cost of the stamp fee shall be borne by you. The tender with the specification, price schedule, drawing and the contract booklet are to be signed by you. This letter and subsequent correspondence shall be deemed to be part of the Contract. Contractor will have to submit an Indemnity Bond also with the corporation on stamp paper of appropriate value Rs.300/- in the prescribed form before commencement of the work. The cost of the stamp fee shall be borne by you.
38.	The contractor must be maintaining regular labour record and should be paying all acquired benefits to labour force and contractor should obtain certificates to this effect from Labour Commissioner.

39.	Because of this contract, the GSECL shall not accept any additional labour liabilities than stated above.
40.	The contractor will make arrangements at his own cost to insure all men, materials and equipment employed for this work. The GSECL will not be responsible for any loss or damage either to the contractor's personnel or his equipment.
41.	Dispute, if any, taking place between the contractor and labourers must be intimated to Labour Welfare Officer, Wanakbori TPS, immediately.
42.	The contractor must insure all the labourers before starting the works.
43.	Any casualty will also have to be borne by the contractor for the period the contract continues.
44.	The contractor shall not engage any sub-contractor without written prior permission of the Chief Engineer or the authorized officer of the GSECL. In no case the GSECL will be liable in any manner regarding any liability in respect of any contract labours engage by the sub-contractor and the liability of such contract labours will solely rest with the principal contractor.
45.	The GSECL reserves the right to terminate this contract at any time during its currency without giving notice of termination or any reason thereof.
46.	In case of default, the work will be got done through other agency / agencies at the risk and cost of the original contractor, and the GSECL shall be entitled to recover such expenses from defaulting contractor by such methods as deemed fit. The contractor shall not, however, be entitled to terminate the contract or stop works undertaken by him before expiry of the contract period / extended period due to any reason whatsoever.
47.	Under the contract, the contractor should either himself be present at the site or should nominate persons in writing, who must be available at site and who should be authorized to take decisions about the works and receive the instructions from Site In charge of the work at any time. In absence of any responsible man of contractor at the time of any emergency, adhoc decision of Site In charge will be binding on the contractor.
48.	The contractor is bound to execute the work for any item as per the instruction of the Site In charge. On refusal to do so, the work will be carried out at the risk and cost of contractor by using the contractor's tools and tackles, for which no compensation whatsoever shall be payable to the contractor.
49.	If any immovable articles/tools/equipment will be found stolen from the working place, the contractor would be held responsible and cost will be recovered from his bill.
50.	For any conflict and ambiguity, the decision of the Chief Engineer (C&O) shall be final and binding on the contractor.
51.	<p><u>DISPUTE RESOLUTION MECHANISM:</u></p> <p>(1) Amicable settlement Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.</p> <p>(2) Arbitration If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of this Clause, arising under or in connection with the present Works Contracts, whether pertaining to works contracts alone or works and Procurement both, the same shall be referred to arbitration under the Gujarat Public works Contracts Disputes Arbitration Tribunal Act, 1992"</p>
52.	<u>"D.G.S. & D. Force Majeure Clause"</u>

	<p>“ If, at any time during the continuance of this contract, the performance in whole or in part by either Contractor of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)”, then provided notice of the happening of any such event is given by either Contractor to the other within twenty one days from the date of occurrence there of neither Contractor shall by reason of such event be entitled to terminate this contract nor shall either Contractor shall have any claim for damage against the other in respect of such non-performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Managing Director as to whether the deliveries have been so resumed or not shall be final and conclusive.</p> <p>Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either Contractor may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the Managing Director of the GSECL, which shall be final, all unused undamaged and acceptable materials bought out components, and stores in course of manufacture in the possession of the supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, bought out component and stores as the supplier may with concurrence of the Purchaser elect to retain”.</p>
53.	The contractor shall quote rate & also furnish GST, if any, as per Schedule-B. Nothing will be paid extra as a part of contract unless & until, it is specified in the tender documents by GSECL.
54.	The rates quoted shall be firm and valid for 180 days for acceptance from the date of opening.
55.	The contractor, if desired, can see the plant and site on any working day and during working hours with permission of the Chief Engineer.
56.	Conditional tender is liable to be rejected withdrawal or insertion of conditions unilaterally after opening of tenders will not be permitted unless it is so desired by the GSECL.
57.	Office correspondence will be carried out in English language, and if at any time to facilitate the contractor, Gujarati translation may be furnished, if deemed fit. The English version will be the correct one and the same only will held good for legal matters.
58.	The contractor should intimate to the office the name and address of authorized and responsible representatives, so that our field officers can contact them when required in connection with the execution of the said works.

Contract Labour Information Management System (CLIMS)

GSECL has developed a Contract Labour Information Management System (CLIMS)- a comprehensive digital platform designed to manage all activities related to contract labour transparently and efficiently.

The primary objectives of CLIMS are to save time for both agencies and GSECL personnel, to ensure full legal and regulatory compliance and to reduce the operational burden on agencies, allowing them to focus on their core activities. To ensure the successful implementation and operation of CLIMS, the following guidelines are hereby issued.

A. Gate Pass:

1. CLIMS is a web-based system that can be accessed by agencies from any location using a desktop, laptop, or mobile device.
2. To begin using the system, agencies must register by entering their EPO (E Urja Order) number. All other necessary details are automatically fetched from the E-Urja system.
3. The issuance of gate passes for contract labour is managed entirely through CLIMS. Agencies can generate and track gate passes within the system.
4. In order to enable gate pass issuance, agencies are required to input and upload the necessary details of their contract labourers into the system.
5. Once the required information is submitted, the gate pass approval process is initiated and managed through the system. The request automatically moves through the predefined workflow levels. Agencies can monitor the real-time status of their gate pass applications via CLIMS.
6. Upon completion of all required approvals within the system, the gate pass is issued to the agency.

B. Attendance and wages of workers:

1. Once contract workers gate passes are approved in the system, they are required to be registered in Bio-Metric/Face Reader Punching machines by HR Department.
2. The attendance of all contract workers can be monitored and maintained through CLIMS by contractors.
3. Access to data of Bio-Metric is given to agencies. It should be the duty of agencies or his supervisor to ensure the supply of specified number of manpower and to ensure their Bio-Metric punching and reporting at the location of work.
4. Attendance register and wage register of the worker will be generated by CLIMS from the login of agency only.

C. Compliance to various labour laws:

1. All the contractors have to comply various labour laws and they shall submit the attached Declaration-cum Indemnity Bond before starting of work. This Bond may also be made part of ensuing tenders/contracts.
2. Contractors shall upload the CLIMS generated previous month attendance sheet, wage register duly signed by workers, wage bank statement, ECR copy, PF Challan and Remittance slip.
3. The said submitted documents in CLIMS will go to user department, after verification of completeness of documents, user department will forward it to HR Department for further verification and approval.
4. If the documents are complete, HR Department will approve in CLIMS and send to Account Department for further process of bill.
5. If non-compliance is found in submitted documents, it will be returned to user department in CLIMS with specific remarks and user department will forward it to contractor for compliance. In such cases, 75% of the bills may be released subject to a maximum ceiling of 20% of the contract values. Such system of payment shall be allowed only for 3 monthly Running Accounts (RA) bills

(Maximum cumulative amount up to 20% of the contract value) of the contractor in a period contract (AMC) of 12 months or 6 RA bills in a period contract (BMC) of 24 months if there is non-compliance. All other RA bills and specifically final bill shall not be processed if the previous & current compliances are not made by contractor. No such relaxation will be granted for non-periodic, one time or overhauling type contract.

D. Special Case:

In case of work order issued for expert services to PSU or OEM/OES following procedure may be adopted.

1. If officers / specialized manpower / expert Engineers from Govt / Semi Govt Companies / PSUs / OEM/OES/foreign experts are deployed for short-term, specialized, or ad-hoc technical / consultancy services (e.g., commissioning, maintenance, consultancy or inspections), concerned Engineer In-Charge (EIC) shall certify the same

2. The EIC must obtain following documents from the concerned Govt / Semi Govt Companies / PSUs/OEM/OES etc:

- (i) Declaration cum undertaking (As Per Annexure-A) that visiting experts are their regular employees with documentary proof, and
- (ii) Declaration towards compliance of applicable labour laws.

The above documents shall be submitted along with the bill / Invoices by EIC to HR department for the purpose of HR clearance in lieu of the procedure at Clause -C above.

**SIGNATURE OF CONTRACTOR
WITH SEAL & DATE**

**Chief Engineer (C&O)
GSECL, WTPS**

Annexure A
Declaration –cum-Undertaking

This is to certify and declare that Shri [Employee's Full Name] , son/daughter of [Father's Name], is a permanent/regular employee of [Company Name], employed in the capacity of [Designation]. His/Her Employee Identity Card is attached herewith for reference.

It is further declared that his/her Universal Account Number (UAN) under the Employees'

Provident Fund and Miscellaneous Provisions Act, 1952, is [UAN Number] as applicable

We hereby undertake and declare that:

1. We have complied with all applicable provisions of all the labour laws , including but not limited to the Employees' Provident Fund and Miscellaneous Provisions Act, 1952; the Employees' State Insurance Act, 1948; the Payment of Wages Act, 1936; the Payment of Bonus Act, 1965; the Contract Labour (Regulation and Abolition) Act, 1970; the Minimum Wages Act, 1948; and other relevant labour and industrial legislations, in respect of Shri [Employee's Full Name] as applicable to us.

2. We further undertake to produce, as and when required, all statutory records, registers, Challans , and returns as proof of compliance to the Gujarat State Electricity Corporation Limited (GSECL) or any other statutory/government authority.

3. We hereby indemnify GSECL in respect of any civil or criminal liability which may arise due to any non-compliance of the law of the land in respect of our above-mentioned employee.

This Declaration-cum-Undertaking is issued in good faith and to the best of our knowledge and belief and shall be binding upon us.

Authorised Signatory,
For [Company Name]

[Authorised Signatory Name]
[Designation]
[Seal/Stamp of Company]
[contact Details]

Date:

Job Safety Analysis sheet

JSA for: Design, Supply, Erection, Commissioning & Testing of compensator assembly/metallic expansion bellows for Unit-1& 2 of 210 MW LMZ design of Stage-I at WTPS.

Section: TMD-1

Job Step	Hazard	Risk Level	Control Measures	Responsibility
Supply, Erection, Commissioning & Testing of compensator assembly/metallic expansion bellows for Unit-1& 2 of 210 MW LMZ design of Stage-I at WTPS.	Fall of object & person from height	High	<ul style="list-style-type: none"> ➤ Area barricaded. ➤ Require PPE must be used. ➤ Close supervision required. ➤ Personal care should be taken 	Contractor & It's Supervisor
	Electric shock (Electrocution due to live / naked wires)	High	<ul style="list-style-type: none"> ➤ Electric supply through ELCB / RCCB ➤ Three pin used with earthing wire connection. (industrial socket) ➤ Three cord cable to be used. ➤ Lamp guard to be used. ➤ Cable cord to be laying on dry surface only. ➤ 24V lamp to be used 	Contractor & It's Supervisor
	compensator assembly/metallic expansion replacement work inside condenser neck	High	<ul style="list-style-type: none"> ➤ Use appropriate PPE ➤ Close supervision required ➤ Area barricaded. ➤ Display board required. ➤ Proper attention required. ➤ Proper ventilation during welding work and releases the gases to outside. 	Contractor & It's Supervisor
	Suffocation	High	<ul style="list-style-type: none"> ➤ Confine space permit required. ➤ Fresh air line provision to be made ➤ Close supervision require 	Contractor & It's Supervisor

NOTE: Confine space check list to be follow by contractor at time of work execution.

Prepared by	Reviewed by	Checked by	Approved by	
EE	Dy. Safety Officer	SE	Factory Manager	Chief Engineer

DECLARATION FORM

ON LETTER HEAD OF SUPPLIER

Subject: Design, Supply, Erection, Commissioning & Testing of compensator assembly /metallic expansion bellows for Unit-1& 2 of 210 MW LMZ design of Stage-I at WTPS.

Reference No.:- WTPS/S/TECH/RFQ - 76547M/TMD1

1. I/We hereby declare that I/We have carefully & thoroughly studied the entire tender placed on the website and General terms & conditions, technical specification, PQR and other documents of the tender mentioned under reference along with the Commercial terms and conditions.
2. I/We hereby confirm and certify that the offer submitted by me/us is strictly in accordance with the GSECL's Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in respective Annexure-12 of Technical Deviations of this tender document) in the offer from the Board's Tender Specification. I undertake to abide by the GSECL's Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per the GSECL's Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of the GSECL, including delivery schedule. I have submitted all the annexure-1 to 15, form of integrity pact etc along with the technical Bid dully filled along with all the details"
3. I / We, hereby declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure-12 of Technical Deviations of this tender document).
4. I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except the deviations shown in Annexure-12 of Technical Deviations of this tender document) our offer shall be out rightly rejected without assigning any reason thereof.
5. I/We hereby abide to execute the contract agreement & submitted the same along with the acceptance of LOI and the same will be acceptable to me/us.
6. I/We hereby accept and confirm that any dispute on this regard shall not be entertained by the tender inviting authority.
7. The full value of the "Earnest Money Deposit" paid herewith should be absolutely forfeited to the Corporation, should I/ we do not deposit the specified amount of specified Security Deposit within 10 Days from receipt of the Letter of Intent.
8. If, I fail to submit all required documents with application or tender copy (in each tender) then my tender will be cancelled, which is binding to me.
9. I/We _____
authorized signatory of M/s _____ here by
certify that M/s _____ and their
proprietor / any partner / any directors of the firm is not stop deal and / or banned for business
dealing and / or black listed by GUVNL and / or their any subsidiary company viz. GSECL /
GETCO / DGVCL / MGVCL / UGVCL / PGVCL as well as Government _____ and / or Semi
Government company / department.
10. We here by confirm that we have not stake in one or more other agencies / bidders who are
participating in same tender and if it is found that the submitted information / declaration are
wrong in the tender / enquiry as stated in tender terms, than we will be disqualified
automatically & it will be accepted to us. EMD / SD will be forfeited. More over if GSECL shall
take stern action including stop dealing with our firms which is also accepted to us

Seal of the Firm

Place:

Date:

Signature of the Tenderer with Designation.

[On Company's Letter Head]

Annexure – 13

(Require for Price Justification, if Necessary)

(UNDERTAKING IN REGARD TO QUOTED PRICE)

(All Bidders will have to furnish the following undertaking duly filled in, for all the quoted items/works of the tender along with online Technical Bid)

Ref.: Tender No..... / Gem Bid. No.

We, the undersigned, hereby declare and undertake that we have not accepted or executed any Letter of Acceptance (LOA) or Purchase Order (PO) at a unit ex-works price/any work at rate lower than the rate offered in this tender in any station of GSECL/GUVNL/ & Subsidiaries/ CPSU / SPSU/IPP etc. during the period from six (6) months prior to two (2) months after the bid submission date of this tender.

We also understand that LOA / Purchase Order placed by any station of GSECL/GUVNL Subsidiaries/ CPSU/SPSU/IPP etc. on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender, if it is not within period mentioned above.

I/We accept above undertaking.

Seal of the Firm

**Signature of the Tenderer
With Designation**

Place:

Date:

<On the letterhead of the vendor/ payee>

To,

Date : _____

**Subject : Declaration for TDS/TCS under the Income Tax Act (IT Act)
w.e.f.01/07/2021**

Reference : Provisions of S. 206AB/ 206CCA/139AA of the IT Act

Dear Sirs,

This is with reference to the determination of appropriate Tax deduction at source (TDS) or Tax collected at source (TCS) as per the provisions of the Act i.e. Section 206AB/ 206CCA/139AA of the IT Act. In relation to the said provision of the Act: I / We, having status of <<mention status i.e. Individual/Company/ Firm etc.>> hereby declare and confirm that: -

- a) I/We have<<mention PAN>>Permanent Account Number (PAN) under the IT Act.(Copy of PAN card is enclosed herewith.)
- b) I/We have linked / will be linking Aadhar number with PAN as required under section 139AA (2) read with Rule 114AAA.latest by 30th June 2021.
- c) I/We have/have not filed income tax returns (ITR) for two previous years immediately prior to the year in which tax is required to be deducted and for which last date of filing of income tax return is expired u/s139(1) of the Act.

I/ We am/ are hereby attaching a copy of acknowledgment of ITR filed for any one of previous two financial years of which due date u/s139(1) is expired, as proof of filing ITR. *(Strike out full sentence if not filed IT returns)*

- d) The aggregate amount of Tax Deductible at Source (TDS) and Tax Collectible at Source (TCS) exceed/don't exceed Rs. 50,000 or more in each of the two aforesaid previous years in my/our case *(Vendor has to provide the extract of its Form 26AS if copy of ITR is not provided as above)*
- e) I/ We shall, indemnify the Company for any consequences arising out of any acts of commission or omission including incorrect declaration basis which the Company would act upon.
I/We agree that Company shall determine applicability of section 206AB/206CCA of the IT Act based on the aforesaid declaration/documents filed by me/us and would deduct TDS/TCS accordingly. The decision of Company shall be final and acceptable to me/us. Strikeout whichever is not applicable.

Thanking you,
Yours faithfully,

<<Signature>>

< Full Name of Vendor & seal >