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

TENDER DOCUMENTS FOR;

Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Annual Rate Contract for Civil & Structural works, repair & maintenance for SLPP GIPCL Colony for one year of contract period (2027-28).

Bid No.: SLPP/Civil/Colony/ARC/2026/

nProcure E-Tender ID: 360590

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

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NOTE: All the Bidders should study entire Tender documents carefully including scope & special conditions of contract & may carry out site visit before quoting & submitting their online Bid to understand scope of work and its importance.

NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/Civil/Colony/ARC/2026

Name of work	Annual Rate Contract (ARC) for Civil & Structural works, repair & maintenance for SLPP GIPCL Colony for one year of contract period (2027-28).
Estimated value of work	Rs. 35,04,629.61 (including 18% GST) as per Schedule of Rate & estimated quantities mentioned in Section-E.
Place of work	GIPCL-SLPP Township, Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394112 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in SoR (Schedule of Rate) cum BOQ (Section-E).
Contract period	01 year from the date as mentioned in order and as per subsequent clause no. 16 (Section-A) & 3 (Section-D).
EMD	Rs. 30,000/- (Rupees Thirty thousand only) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or irrecoverable Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender or through RTGS/NEFT or through online payment gateway of company’s website: www.gipcl.com (online Payment Form) as per details mentioned herein under clause no. 07 of Instructions to Bidders.
Cost of tender document / tender fee	Rs.2,950/- (Rupees Two Thousand Nine Hundred fifty only) Non refundable, inclusive of applicable GST through RTGS or through online payment gateway from website: www.gipcl.com as per details mentioned herein under clause no. 07 of Instructions to Bidders.
Site visit	Site visit before submission of bid as per clause no. 4 (Section-A: Instructions to Bidders) at GIPCL (Surat Lignite Power Plant) Colony, Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Availability of online e-Tender document	On website: https://tender.nprocure.com or https://gipcltender.nprocure.com.
Last date of online submission of offer	Through website: https://tender.nprocure.com or https://gipcltender.nprocure.com up to 25.11.2026, 17:30 hrs.
Submission of EMD either in physical form by way of DD/BG or payment receipts of online EMD payment and online Tender fee payment along with supporting documents for techno-commercial bid in physical form.	On or before 25.11.2026, 17:30 hrs. during working days at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat, PIN: 394110 (Gujarat) Bidder can submit EMD through RTGS or through online payment gateway of company’s website:www.gipcl.com (online Payment form)
E-Reverse Auction	E-Reverse Auction will be executed through website: https://e-auction.nprocure.com (Schedule will be intimated later on to eligible bidders).

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website https://tender.nprocure.com or https://gipcltender.nprocure.com. (**E-Tender No.: 360590**).
5. EMD either in physical form by way of DD/BG or copies of payment receipts of EMD and Tender fee paid through RTGS/online along with other supporting documents are to be submitted in physical form in sealed cover/envelop at the following address on or before date & time mentioned above in NIT. At the top of envelop, tender notice no.: SLPP/Civil/colony/ARC/2026 should be mentioned.
6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to n-procure site related issues. In case of any issues /difficulties cropping up during on line uploading / submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n) Code Solutions as mentioned in Section-B of tender and as well as to GIPCL mail to rbsoni@gipcl.com

   Chief General Manager (Thermal)
   Gujarat Industries Power Company Limited
   Surat Lignite Power Plant
   At Village: Nani Naroli,
   Taluka: Mangrol,
   Dist.:Surat-394 110, Gujarat.
   Phone: (02629) 261063-65. E-Mail: rbsoni@gipcl.com

SECTION-A
INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

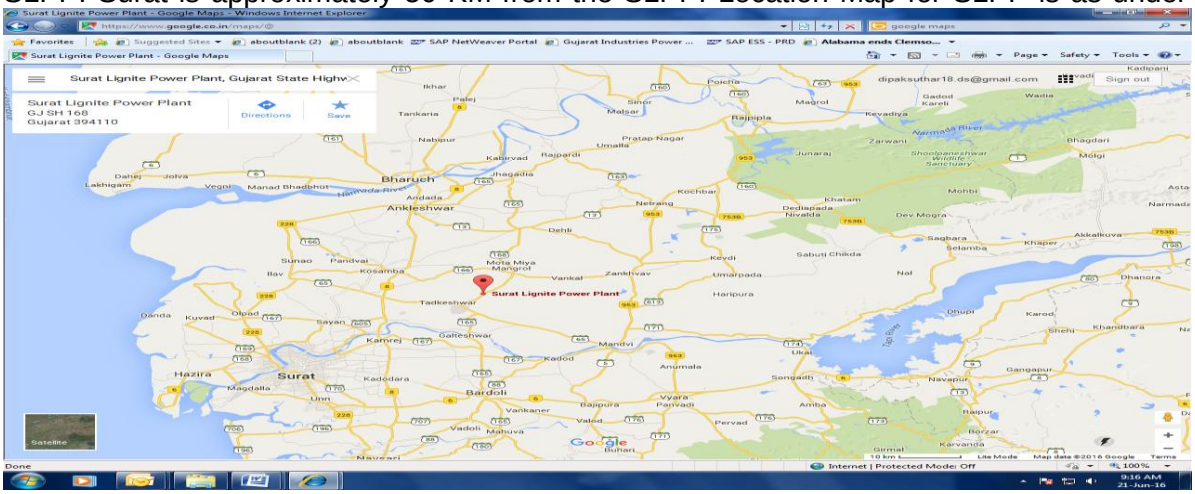
Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1859.40 MW comprising of various conventional and renewable projects.

GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW installed capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler. It also commissioned 5 MW solar power station at SLPP in year 2012.

GIPCL has successfully commissioned 937 MW Solar Generating Capacity spread across various locations in Gujarat and 112.40 MW Wind Generating Capacity in the Saurashtra & Kutch region of Gujarat

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



The Company intends to award Annual Rate Contract for Civil & Structural works, repair & maintenance for GIPCL-SLPP Colony (Township) and is therefore inviting open online (through https://tender.nprocure.com) from experienced & resourceful contractors.

2. SCOPE OF WORK

2.1 The scope of work in general comprises of general civil construction & maintenance works like excavation, concreting, bar bending & fixing, shuttering, general building construction & maintenance works, colony quarters civil maintenance & repairing jobs, brick work/ plaster works, plumbing & sanitary works & its maintenance, furniture works, repairing/replacement of doors/windows, glass/netlon fixing, aluminum work, carpentry works, painting work, roofing & cladding works, water proofing, crack repairing, pathways repairing, flooring, tiling works, road repairing works, etc…. as per specifications, nomenclature of Schedule of Rates (section E) and as directed by Engineer-in-charge.

Contractor shall carryout the work as given in tender documents within provided time period for particular job on as and when required basis and the works shall conform to high standards of engineering, design, workmanship, quality, proper line, level and as directed by Engineer-in-charge.

Contractor shall nominate at least one supervisor full time to receive day to day civil maintenance and other civil work requirements from Engineer-in-charge. Supervisors will co ordinate with user department, colony occupants to ascertain their exact requirement, material requirements and location of work to attend various complaint received in estate office and other given civil misc. civil works. They will be responsible for mobilization of manpower, materials, tools & tackles, equipments and other required resources to carry out the work as per requirement. Contractor shall responsible to maintain complaint format as attached herewith for **Plumbing, Carpentry and Civil work as per Annexure-L** along with material consumption for each complaint duly signed by occupant after attending complaint. Contractor shall also responsible to take joint field measurements by mentioning SoR item no. & location of work done jointly with GIPCL representative in measurement register on daily basis and shall submit the register to the Engineer-in-charge for their verification on every week.

2.2 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.

2.3 Quantum of job mentioned against all items in the Schedule of Rates are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the Schedule of Rates are approximate quantities for the contract period and they may vary as per job requirements.

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

For detail scope of work please refer clause no. 1 of Section-D (Special Condition of Contract).

3. GENERAL INSTRUCTIONS

3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.

3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid

unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.

3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.

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

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

3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender (‘**NIT**’) and Bids submitted thereafter shall not be accepted and considered.

3.7 The tender documents shall not be transferable.

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

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

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

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

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

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

3.14 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.

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

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

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

4.0 COLONY VISIT

It is perquisite and necessary for all interested bidders to visit the Surat Lignite Power Plant –Colony (SLPP-Colony) after downloading the tender copy from website: https://tender.nprocure.com or https://gipcltender.nprocure.com. or www.gipcl.com to understand the actual working conditions, compliance related to labour, safety etc… before submitting their offer. Failing which, any consequential liabilities arising will be to bidder’s account.

The Bidders shall examine the site of works and its surroundings at his/her own responsibility. The bidders shall collect information that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder’s account.

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

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

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place due to residential colony, misc. nature of works at various locations in quarters & infrastructure facilities, confined area, importance of work, round the clock working conditions, safety requirements, complain format system to attend complaint received from occupant day to day, flow of water during monsoon, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, carpenter, plumber, masons, availability and rates of materials, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc, which may affect the work or cost thereof, before submission of his Bid. **Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation.** The submission of a Bid by

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

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

5. ***ELIGIBILITY CRITERIA (PHYSICAL COPIES OF SUPPORTING DOCUMENTS MUST BE SUBMITTED FOR EACH OF FOLLOWING ELIGIBILITY CRITERIA)***

The following criteria shall be adopted for qualifying the Bidders for consideration of the Bid for the further proceeding.

5.1 Bidder should possess minimum **Three years** of work experience during **last five years** in similar nature in civil construction/ maintenance works of buildings & infrastructure facilities in Power Plant, Process Industries, Residential Colony, Corporations, Corporate, Institutes and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

5.2 Bidder should produce evidence of having experience of successfully completed similar works (as per above clause no. 5.1) as defined hereunder during last **five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. One similar completed/executed work each costing not less than the amount equal to Rs. 28.04 lakhs.

OR

b. Two similar completed/executed work each costing not less than the amount equal to Rs. 17.52 lakhs.

OR

c. Three similar completed/executed work each costing not less than the amount equal to Rs. 14.02 lakhs

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

5.3 **Tender fee:** The tender fee of Rs. 2,950/- (Rupees Two Thousand Nine Hundred and Fifty only), including applicable GST (nonrefundable) shall be submitted through RTGS or through online payment as per details provided in clause no. 07 herein under.

5.4 **EMD:** The EMD of Rs 30,000/- (Rupees Thirty Thousand only), shall be accompanied in the form of DD/RTGS/online or irrevocable Bank Guarantee given by Bank as described in subsequent clause no. 07.

5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.

5.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

5.7 **Bidder should have minimum average annual turnover of** Rs.10.51 Lakhs for last three financial years (2022-2023-24, 2024-25 & 2025-26). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.

5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN) & GST registration number. Copies of the same shall be submitted.

5.9 The net worth of the bidder should be positive as evidenced from audited accounts of last financial year (2025-26), audited (or where, as per extant laws of the land, audit is not applicable, certified) by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.

5.10 In case Bidder is Consortium/Joint deed of under taking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.

5.11 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit “Declaration for Contractual Litigations” as amended in Annexure / Form attached.

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

- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder

/ Contractor, if any or otherwise through any other recourse available under the Laws.

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

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

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE

7.1 An EMD of Rs. 30,000/- (Rupees Thirty thousand only) and Non-refundable Tender fee Rs.2,950/- (Rupees Two Thousand Nine Hundred fifty only) shall accompany with Bid. Tender fee shall be submitted through RTGS / online mode of payment only.

7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Private Sector Bank as per Performa of BG enclosed with this e-tender.

Bank for EMD DD	**Payable at :**
1. Bank of Baroda	Mosali, Dist: Surat
2. State Bank of India	Nani Naroli, Branch Code: 13423
3. Any Nationalized banks	Surat

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

RTGS detail for Tender fee:

1. BANK NAME:- **State Bank of India**
2. BRANCH:- **Nani Naroli**
3. IFSC CODE:- **SBIN0013423**
4. BENEFICIARY NAME: **Gujarat Industries Power Company Limited**
5. A/C No.- **33514692834**

EMD & Tender fee may also be submitted through online payment gateway of company's website:www.gipcl.com (online payment form) as per detail provided in ANNEXURE- J of Section-F herein under.

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

7.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder and after award of LOI/Work Order. Alternatively EMD will be converted in SD and successful bidder shall submit SD or performance bank guarantee for balance amount.

7.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and awarded of LOI/Work Order.

7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Detail of Tender fee & EMD paid by RTGS/online payment should be submitted as per. Clause 7.9.EMD in physical form, to be submitted directly to GIPCL as per clause 7.9.

7.7 No interest shall be payable on EMD.

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

7.9 SCHEDULE OF EMD & TENDER FEES AND OTHER SUPPORTING DOCUMENTS

Details/receipts of EMD & Tender fee paid by RTGS/online or EMD in physical form by way of DD/BG (as applicable) with other documents duly signed to be submitted in physical form in sealed cover **as per details mentioned in NIT. Bid No. shall be mentioned at the top of cover/envelope.**	Address for Submission: **Chief General Manager (Thermal)** **GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant)** **Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394 110, Gujarat.** **Phone : 02629-261063** **EMAIL: rbsoni@gipcl.com.**

8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

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

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

Note: Tender fee RTGS details and EMD shall be submitted in physical form as per NIT.

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

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

1. Qualification and experience of site in charge.
2. Schedule of deviation (Annexure-E in Section-F) Technical as well as commercial, if any.

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

1. The tender documents duly signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required as specified in clause nos. 5.7 & 5.9 above.
7. P.F. Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.
10. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa **Annexure-F** under **Section-F.**
11. Bidder should submit duly filled **Annexure-H** provided under Section-F of Tender document
12. E-Reverse Auction User ID on website: https://e-auction.nprocure.com

(b) Price Bid:

1. Percentage Rate Price Bid shall be submitted only in soft form through e-portal system.
   Note: Offered percentage rate (service charge) on total estimated SoR value (including @ 18%GST) includes cost of all approved make & quality materials (except free issue cement, reinforcement steel and as specifically mentioned in item nomenclature), manpower, supervisors, insurance, safety PPEs, staging, shuttering & scaffolding, survey works, transportation, mobilization-demobilization cost, loading-unloading & proper storage, security & safety, equipment, machinery, vehicles, consumables all the required tools & tackles, accommodations etc…, safety equipments & PPEs, Royalties, Rents, legal & statutory compliance, all taxes & duties (including GST).

   Total Estimated SoR Amount is including GST by considering present GST rate @18%.

2. Bidder's % offer will be on **Total Estimated Amount (including GST)** and in Invoice/Bill, GST shall be mentioned separately as per extant GST Laws at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____%age below the estimated value OR_____% age above the estimated value".**

4. The quantities shown in the SoR (Section-E) are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision and/or change in rate of materials, fuels, MWR (Minimum Wage Rates), etc… whatsoever.

(B) METHOD OF TENDERING/SIGNATURE ON BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

a. The Bidder may modify or withdraw the bid prior to the deadline prescribed for submission of bids.
b. No Bid shall be modified subsequent to the deadline for submission of Bids.
c. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity.

10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

a. The Bid should be kept valid for acceptance for a period of one hundred and eighty (180) calendar days from the last date of submission of Bids.
b. The submission of any Bid along with the required documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim, against the Company for rejection of his Bid. The Company shall always be at liberty to reject or accept any Bid or Bids at his sole discretion and any action will not be called into question and the Bidder shall have no claim in that regard against the GIPCL.

12. OPENING OF BIDS

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

12.2 **Preliminary Examination:**

12.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.

12.2.2 Arithmetical errors will be rectified on the following basis:

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

(b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

13. EVALUATION & COMPARISON OF BIDS

13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.

13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.

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

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

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

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

13.7 For the above referred purpose, a ‘material deviation’ shall be one which:

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

14. RIGHT OF REJECTION OF TENDERS

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.

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

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

15. AWARD OF CONTRACT

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

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

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

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

16. CONTRACT PERIOD

16.1 The contract will be for a period of 12 (Twelve) months from the date of actual commencement of operations of the contract as stated in the Work order (‘Contract Period’).

16.2 GIPCL reserve the right to extend the contract period up to 3 months on the same rates and terms and conditions without any price escalation and without entering into any new contract.

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

17. ASSIGNMENT AND SUB-LETTING

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

18. CONTRACTOR’S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

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

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

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

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

(v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform (Minimum 03 pairs for AMC/ARC) and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued by contractor :

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

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

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

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

(ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges& the same will be recovered from the Contractor’s bill.

(x) During working in high risk area the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor’s/contractor’s supervisor’s responsibility to ensure it without fail.

(xi) During emergency for work, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work. For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the emergency period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

B: TOOLS & TACKLES:

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

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

(ii) For proper execution of the work as per the scope, the contractor is required to maintain/arrange timely sufficient quantity of equipments and tools & tackles like but not limited to breaker machine, plumbing kit, carpentry kit, staging, shuttering & scaffolding materials, survey work equipments, transportation vehicles, Concrete Mixer machine, Concrete vibrators, water tanker, JCB, Road Roller, all consumables like but not limited to petrol, diesel, oil, gas, etc…, power cables, power supply extension boards, sockets, flash back arrestor, industrial gas, welding rods, gas cutting set, gas cylinders, welding set, hand gloves, welding helmets, tractors with standard hydraulic trolleys etc… in good working condition at site as per day to day work requirements and emergency situations to complete the work in stipulated time.

(iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.

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

(v) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

19. CLARIFICATION OF BIDDING DOCUMENTS

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the GIPCL's mailing address rbsoni@gipcl.com as indicated in the 'Invitation to Bids'. The GIPCL's response

(including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents.

20. TIME SCHEDULE

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

21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION

The Bidder is required to carefully examine the specifications and documents, all the conditions and matters work wise & cost wise. If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt for any meaning of any part, he shall request in writing for an interpretation/ clarification to the GIPCL or during site visit.

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

22. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through RTGS (online payment) system only based on submission of required documents like bank mandate form with cancelled cheque

23. POINTS TO BE CONSIDERED FOR QUOTING ONLINE PRICE BID

a The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications and also considering free issue cement, reinforcement steel and as specifically mentioned in item nomenclature.

b The quantities given in the schedule of rates are estimated and payment will be made as per actual works carried out at respective item rates of work order.

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

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

Note: It is desirable from interested bidders to submit the online tender offer at least two days in advance from the due date set for online submission of bid in order to avoid non-participation of e-tender due to probable technical problem in e-tender system/server.

24. QUANTITIES

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

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of

Quantity at his discretion. Quantity of individual item of SoR may vary to any extent. However, contract value will be remained firm. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

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

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SECTION-B
INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING & E-REVERSE AUCTION

SR. NO.	DESCRIPTION
1.	Tender documents are available only in electronic format and same can be downloaded from the website: https://tender.nprocure.com or https://gipcltender.nprocure.com and It can also be viewed from Company's website www.gipcl.com
2.	Price bid should be submitted online through the website https://gipcltender.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only
3.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
4.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Info tower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India). Toll Free: **7359021663** Tel: 079-26857315/316/317 E-mail: nprocure@ncode.in, website: https://tender.nprocure.com

Interested bidders are requested to submit the online tender at least two days in advance from the due date set for online submission of bid in order to avoid non-participation in case of any technical issues (website and/or network) at last moments.

E-REVERSE AUCTION:

i. GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
ii. E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
iii. Opening Price (including GST), Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
iv. After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price (including GST).

v. To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on website: **https://e-auction.nprocure.com** that the bidder shall be allowed to participate the e-Reverse Auction.

vi. In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: **7359021663**
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@ncode.in

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

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SECTION-C
GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the “Annual Contract Price” Price” (excluding GST) from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, IndusInd Bank or Federal Bank, Karur Vysya Bank or Bandhan Bank in the format attached in **SECTION-F**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty-one days from the date of LoI or work order, whichever is earlier. The guarantee shall be valid up to guarantee period of four months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever

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

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

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

2. RECOVERY CLAUSE

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

(ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.

3. DEDUCTIONS FROM CONTRACT PRICE

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

4. TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule. Contractor shall mobilize required resources within 04 hrs to meet the emergency requirements and in case contractor fails to complete the emergency jobs related to plant operation, GIPCL will engage third party and will recover expenses from contractor’s R.A. bills, Security Deposit and / or whatsoever for expenses incurred to complete the job along with additional 10% overhead charges, plus applicable GST as per extant GST Laws.

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

i. Contractor is adjudged as insolvent.
ii. Contractor has abandoned the contract.
iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
v. Contractor repetitively violating the safety norms for more than three incidents.
vi. Any major contradiction of applicable labour laws.
vii. Any major deviations from contractual terms and conditions including quality of job.
viii. GIPCL reserves the right to terminate the contract without giving any reason whatsoever and forfeit the PBG.

5. FAILURE & TERMINATION

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

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

6. SETTLEMENT OF DISPUTES

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

7. INTERPRETATION OF CLAUSE

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

8. EMPLOYEE’S COMPENSATION INSURANCE

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

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

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9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

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

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as but not limited to the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2 All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.

2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and

facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.

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

2.3 The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at Colony/SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.

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

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

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

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

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

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

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

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

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

for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.

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

2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.

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

2.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.

2.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

2.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.

2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of ‘Wages Act’, Minimum Wages Act’, Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.

2.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.

2.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.

2.22 All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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

2.24 **Annual Health Check Up: -** As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department

b. LEGAL ASPECTS

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

10. PAYMENT OF WAGES

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

In case any amount becomes due to be payable by him/her to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.

11. ACCIDENT TO WORKMEN

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

12. LIGHTING

Necessary illumination at works area will be provided by GIPCL.

13. NIGHT/SUNDAY/HOLIDAY SHIFT

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

14. SAFETY ASPECT

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

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

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

15 GENERAL SAFETY CLAUSES

1 The Contractor shall observe and comply, with regard to his workmen working at the SLPP site, the safety norms as per the safety operating standards.
2. The Contractor shall ensure that his workmen are informed and trained regarding the safety standards to be adopted while operating within the SLPP Plant & Mines premises and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment (‘PPE’).
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Following brand of the safety shoes and helmet shall be issued to contract workmen. Contractor shall issue safety shoes every year.

Helmet :

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

Safety shoes :

SR. No.	Name of Manufacturer	Model
1	Acme Fabrik Plast Co.	SSTEELE (Strom) – Double Density
2	Acme Fabrik Plast Co.	TRIMAX(Adjacent) – Double Density
3	Favourite Safety Products.	Waves Nile D/D
4	Favourite Safety Products.	FSP Nile DD

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months’ guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL, plus applicable GST as per extant GST Laws.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE’s and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards, fall arrester,etc. shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be

strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.

13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles’ PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.
15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli amperes on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site incharge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor’s nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-

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

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs.100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	• Rs.500 /- per instant. • After three incidence, Per incidence Rs.2500/- • Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

Penalty so levied against the contractors and company employees will be used during the observation of National Safety Day.

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

15.1 GENERAL ELECTRICAL SAFETY RULES & REGULATIONS

Electrical safety

a. All the electrical apparatus including welding machine (either 3-phase or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
b. Bidder/Contractor should ensure periodic checking of ELCB provided in their electrical apparatus.
c. Bidder/Contractor should ensure that there should not be any joint in the power supply cable of any machine. All cables should be in good condition with no bare insulation or frayed wires
d. Any power supply switchboard/extension boards brought by Bidder/Contractor should have ELCB of 30mA rating and it should have sockets along with 3-pin plug.
e. Any type of cable brought by Bidder/Contractor should not have any joint and should be of sufficient capacity for the respective job.
f. Bidder/Contractor to bring their own 24V rating portable hand lamps along with cable of (apparatus should be having 230V / 24V transformer) for the temporary lighting arrangement required at site for the respective jobs.
g. Bidder/Contractor should bring sufficient quantity no. of temporary light fixtures (230V or 24 V as per requirement of job/contract), extension boards, cables to draw supply from nearest power point.
h. Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency
i. Bidder/Contractor to ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using.
j. Bidder/Contractor to ensure - All portable electric apparatus shall be regularly examined, tested and maintained to ensure that the apparatus and leads are in good order.
k. Only three-core cable shall be used for single phase operated tools with the third core connected to earth.
l. Ensure that all metallic portable appliances are provided with 3 pin plug and socket connections with third pin be connected to the ground terminal where ever possible. Also, the metal work of the apparatus is effectively earthed.
m. All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
n. The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
o. Electric holders when not in use, should be placed on an insulated hook or the holders should be fully insulated while using any welding machine
p. Whenever the welder stops or leaves work for any appreciable time, the power supply to welding machine shall be effectively disconnected while using any welding machine
q. GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. Bidder/Contractor to supply the required cable between GIPCL power supply point to equipment brought by Bidder/Contractor for the specified job. Further, if Bidder’s/Contractor’s equipment requires 3-ph 4 wire supply then they should derive 3-ph 4 wire supply from GIPCL 3-ph 3 wire supply system by incorporating sufficient capacity transformer. Like for hydro jet cleaning system, mixer machine, induction heating machine, SR machine etc., GIPCL will provide 3-ph 3 wire power supply.

r. Cable between welding machine to GIPCL power supply point should have cable TOP plug towards GIPCL power supply point of Make BALS having rating as 63 Amp.

Contractors not following above electrical safety points at any point of time are liable to penalty and their machine/ apparatus shall be seized by GIPCL.

16. REJECTION OF WORK

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

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

17. GENERAL TERMS AND CONDITIONS:

a. All tools & tackles, labours, equipments, materials (except free issue cement, reinforcement steel and as specifically mentioned in item nomenclature) as per contractor’s scope, etc… to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
d. Contractor shall depute full time site experienced supervisor They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department’s Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be

allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.

f. Contractor shall strictly follow the existing work permit system of the GIPCL as applicable and any future revisions.
g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labour license and PF account number to the Engineer-in-charge before start the work.
h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
i. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc… due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor’s supervisor, unavailability of contractor’s safety supervisor, violation of safety rules, unsafe act by any of contractor’s worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
l. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc… as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per clause no. 15) and/or termination of contract.
m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit whichever is required as applicable.
p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the “Act”) and the Act has come into force from October

2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.

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

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

18. CONTRACTOR’S SUPERVISION

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

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

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

Neither the CONTRACTOR and the PURCHASER nor the ENGINEER shall hire or employ any employee of the other party except by mutual consent.

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

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL

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

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

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

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

21. WORK MEASUREMENT/CERTIFICATION

a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of bituminous road work. The contractor shall therefore be required to engage effective personnel to undertake the work as per specifications and requirement.
b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
c. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
d. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the bill payment shall be released based on the certified reports of the works.

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

22. PUBLIC HOLIDAYS

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

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

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

24. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

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

25. INDEMNITY

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

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

26. GOVERNING LAW AND JURISDICTION

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

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

SECTION-D
SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

The scope of work in general comprises of general civil construction & maintenance works like excavation, concreting, bar bending & fixing, shuttering, general building construction & maintenance works, colony quarters civil maintenance & repairing jobs, brick work/ plaster works, plumbing & sanitary works & its maintenance, furniture works, repairing/replacement of doors/windows, glass/netlon fixing, aluminum work, carpentry works, painting work, roofing & cladding works, water proofing, crack repairing, pathways repairing, flooring, tiling works, road repairing works, etc…. as per specifications, nomenclature of Schedule of Rates (section E) and as directed by Engineer-in-charge.

Contractor shall carryout the work as given in tender documents within provided time period for particular job on as and when required basis and the works shall conform to high standards of engineering, design, workmanship, quality, proper line, level and as directed by Engineer-in-charge.

Contractor shall nominate at least one supervisor full time to receive day to day civil maintenance and other civil work requirements from Engineer-in-charge. Supervisors will coordinate with user department, colony occupants to ascertain their exact requirement, material requirements and location of work to attend various complaint received in estate office and other given civil misc. civil works. They will be responsible for mobilization of manpower, materials, tools & tackles, equipments and other required resources to carry out the work as per requirement. Contractor shall responsible to maintain complaint format as attached herewith for **Plumbing, Carpentry and Civil work as per Annexure-L** along with material consumption for each complaint duly signed by occupant after attending complaint. Contractor shall also responsible to take joint field measurements by mentioning SoR item no. & location of work done jointly with GIPCL representative in measurement register on daily basis and shall submit the register to the Engineer-in-charge for their verification on every week.

GENERAL SPECIFICATIONS

A. DISMANTLING WORK.

1. Dismantling work shall be carried out on control manner as directed by Engineer-in-charge.
2. Before starting of any dismantling work, Contractor shall take permission from Engineer-in charge.
3. In case of emergency work of dismantling, Contractor shall arrange compressor with breaker within 24 hours time. No additional payment shall be made for dismantling done using breaker.
4. The rate of dismantling is including cost of labour, material, tools & tackles, breaker, etc.

B. EARTWORK, FILLING, DRESSING

1. The scope of work for earth work, filling, dressing is as per item nomenclature.

2. The rate of earth work, filling, and dressing is including cost of labour, material, tools & tackles, JCB, etc.
3. Contractor shall take permit to start any excavation work to avoid damage of cable & safety of person working.
4. Due to negligence of Contractor, if any damage found in cable/pipe, the repairing/replacement charges shall be recover from the contractor’s bills.
5. Contractor shall maintain level record for measurement of excavation in case of major excavation.

C. FOUNDATION & CONCRETE WORK

1. The scope of work for foundation & concrete work at various locations is as per item nomenclature.
2. The rate of foundation & concrete work is including cost of all labour, materials (except free issue of cement & reinforcement steel), tools & tackles, equipment, etc.
3. Contractor shall maintain their equipment in running condition with stand by arrangement.
4. Contractor shall prepare pour card and get sign from GIPCL engineer before pouring of any major / important concrete work.
5. Contractor shall keep required equipment at site for quality check of materials & concrete.
6. Chairs provided in RCC work shall be considered only for reconciliation purpose.

D. BRICK WORK, RR MASONARY PLASTER, FLOORING

1. The scope of work for brick work, RR masonry, plaster, flooring work at various locations is as per item nomenclature.
2. The rate of brick work, RR masonry, plaster, flooring etc., is including cost of all labour, materials (except free issue of cement & reinforcement steel), tools. Tackles, equipment, etc.
3. Contractor shall arrange required quantity material for given job.
4. Contractor shall get approval of sample of material from Engineer-in-charge before actual supply at site for work.
5. Contractor shall use standard approved brand material only in work.

E. DOOR, WINDOWS, PARTITION, WOOD WORK, ROLLING SHUTTER, CEILING, ETC.

As per detailed specifications mentioned in SoR.

F. PAINTING

1. The scope of work for painting work at various locations is as per item nomenclature.

2. The rate of painting work is including cost of all labour, materials, tools, Tackles, equipment, etc… which also includes separate items with free issue of paint from GIPCL.
3. Contractor shall maintain record of each coat of painting.
4. Contractor shall get approval of sample of material from Engineer-in-charge before actual supply at site for work.
5. Contractor shall use standard approved brand material only in work.

G WATER SUPPLY AND SANITARY WORKS

1. The scope of work for Water Supply and Sanitary Works at various locations is as per item nomenclature.
2. The rate of Water Supply And Sanitary Works is including cost of all labour, materials (except specifically mentioned free issue of material in item nomenclature), tools, Tackles, equipment, etc.
3. In case of replacement of existing material etc, contractor shall remove the same and handover to GIPCL.
4. Contractor shall get approval of sample of material from Engineer-in-charge before actual supply at site for work.
5. Contractor shall use standard approved brand material only in work.

H. ROOF COVERING, WATER PROOFING TREATMENT

1. The scope of work for roof covering, water proofing treatment at various locations is as per item nomenclature.
2. The rate of roof covering, water proofing treatment is including cost of all labour, materials, bitumen, chemicals, tools, tackles, equipment, etc.
3. In case of repairing of roof, contractor shall remove the damaged surface and dispose off the debris out side the colony premises.
4. Contractor shall arrange required manpower & equipment to carry out the water proofing work.
5. Contractor shall use standard approved brand materials in work. The necessary approval shall be taken from Engineer-in-charge before supply of same.

I. MISC. WORK

1. The scope of work for misc. works at various locations is as per item nomenclature.
2. The rate of misc. work is including cost of all labour, materials, tools, tackles, equipment, etc.
3. Contractor shall arrange required manpower & equipment to carry out the misc. works.
4. Contractor shall use standard approved brand material in work. The necessary approval shall be taken from Engineer-in-charge before supply of same.

The scope also includes all works necessary, which are not specifically mentioned here but required, for effective execution of entire work in all respect within time bound period and are deemed to be included in the scope of the CONTRACTOR. All works shall conform to the specifications, safety norms, legal & statutory requirements.

J. STRUCTURAL STEEL WORKS

The scope of work covered in general comprises Annual Rate Contract for various structural maintenance & repairing works and/or fabrication & erection works from steel members made out with rolled steel section and/or plates conforming to IS 2062 or using members fabricated from M.S. square members confirming to IS 4923 for various work in power colony, School, etc... The scope of work includes providing, supplying, detailing, fabrication, transporting to site and erecting in position at all height/elevation including all operation such as cutting, straightening,

grinding, welding, fixing in line & level at all elevation, providing erection / permanent bolts, nuts, washers etc. complete, including preparation / cleaning of surfaces with wire brush / mechanical means and providing a shop coat of red oxide, zinc chromate, primer, final painting after erection as per detail specifications.

Note: All materials supplied by contractor under this contract shall be of standard manufacturer and of standard quality. The sample of materials shall have to be approved by engineer-in-charge before supply at site.

It is not the intent to specify herein all the works in the scope of all above packages of this contract. The scope also includes all works necessary, which are not specifically mentioned here but required, for effective execution of entire scope of work in all respect within time bound periods and are deemed to be included in the scope of the CONTRACTOR. All works shall conform to the specifications, safety norms, legal & statutory requirements.

Contractor shall also keep & maintain at site all the required statutory documents of all his provided equipments, operators & drivers, valid legal documents like copies of RC book, PUC certificate, Vehicle insurance policy, Vehicle fitness certificate (as applicable), valid driving license etc… and shall produce the same whenever demanded by Engineer-in-charge. The RTO passing of vehicles with trailers & hydraulic trolleys shall not be more than six years.

1.1 SPECIFIC REQUIREMENT

Contractor shall nominate at least one supervisor to receive day to day civil maintenance and other civil work requirements from Engineer-in-charge. Supervisors will co ordinate with Colony resident to ascertain their exact requirement and location of work. Contractor shall responsible to maintain complaint format as attached herewith for **Plumbing, Carpentry and Civil work as per Annexure-L** along with material consumption for each complaint duly signed by occupant after attending complaint. They will be responsible for mobilization of manpower, materials, tools & tackles, equipments and other required resources to carry out the work as per requirement. Contractor shall also responsible to take joint field measurements by mentioning SoR item no. & location of work done jointly with GIPCL representative in measurement register on daily basis and shall submit the register to the Engineer-in-charge for their verification on every week. Contractor shall also maintain consumption/ balance statement of GIPCL free issue materials and should submit reconciliation statement every month along with bill.

1.2 FAILURE DURING EMERGENCY

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

1.3 SPILLAGE OF MATERIALS

Contractor shall take due care to avoid any spillage of material while loading / transporting / handling. To avoid spillage of material, overloading / heaping shall be avoided by the contractors. Trolleys shall be in good condition for any leakage of materials. In case of any spillage, contractor shall be responsible to clean up that area at their cost otherwise GIPCL shall get the work done by other agency at contractor’s risk and cost with additional 10% overhead charges.

1.4 DISPOSAL OF MATERIAL

Contractor shall be responsible for removal and disposal of all the empty drums/barrels of all materials supplied by contractor, old removed, debris, etc... as per prevailing GPCB norms outside GIPCL premises on every billing period basis. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of empty drums/barrels/scrap by the contractor.

Contractor shall be required to submit written undertaking with every RA bill as well as along with the final bill that all the empty chemicals/primer/thinner drums & scrap/debris are disposed off at outside colony premises at designated location as per prevailing Government guideline and contractor shall indemnify, keep harmless the GIPCL against any future liabilities or consequences in this regard.

Contractor’s bills shall be processed only after written confirmation & compliance for disposal of all such empty drums, containers, other scrapes, etc… to outside premises in accordance with prevailing GPCB norms based on submission of letter of undertaking by the contractor and certificate from Engineer-in-charge along with each bill.

1.5 SCOPE OF CONTRACTOR

1. All tools & tackles, materials (except free issue cement, reinforcement steel and as specifically mentioned in item nomenclature) specified free issue materials in SoR item), manpower, equipments etc to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & equipments.
2. All consumable items like cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. The Contractor shall have to make necessary arrangement for storage of materials including safe storage of materials, tools & tackles, scaffolding materials, equipments at their own cost.
4. All safety/PPEs required during work at site are to be arranged by the contractor.
5. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
6. Contractor has to depute their full time experienced overall site-in-charge for work execution as per specification and for day to day work planning & coordination with Colony resident to attend their complain on daily basis, to record joint work done reports/measurements/trip certification, to prepare bills, to prepare & apply manpower gate pass, to maintain statutory & legal compliance records, etc…
7. Contractor has to maintain record of each and every material brought to site and gate entry.

1.6 TO REMEDY DEFECTIVE WORK

If the work or any portion thereof shall be damaged in any way excepting by the acts of the GIPCL, or if defects not readily detected by proper inspection shall develop before the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the ENGINEER / GIPCL. In no case shall defective or imperfect work be retained even if contractor followed all technical specifications. GIPCL will not compromise for quality of materials, works & workmanship.

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

1.7 DAILY DIARY AND PROGRESS REPORT :

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

The CONTRACTOR shall supply all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly progress reports. This information shall be supplied by 9:00 hours on every Monday, for the preceding week.

2. PRICE & RATES

This is SoR based tender and final item rates will be derived based on final offered lowest price received through e-Reverse Auction on gross total price (including 18% GST). Prorate reduction will be applied in the quoted price for all the items of SoRs after price discovery through e-Reverse Auction. The item rates so derived shall be inclusive of cost of materials (except free issue cement, reinforcement steel and as specifically mentioned in item nomenclature), skilled and/or unskilled labour, supervisors, insurance, safety PPEs, staging, shuttering & scaffolding, survey works, transportation, mobilization-demobilization cost, loading-unloading & proper storage, security & safety, equipment, machinery, consumables, all the required tools & tackles etc…, idle charges of labours, operators, drivers, machineries, equipments during unavailability of front or due to unavoidable circumstances or any reasons whatsoever, safety equipments & PPEs, Royalties, Rents, Excise duty, Sales Tax, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax ((Item rates are without GST but GST @18% is considered in Total Estimated SoR Value), levied by the Central, State Government or other Public bodies etc…and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The whole item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor’s overheads & profits for due performance

of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc... as per work requirement.

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

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

Contractor shall at his expense comply with all labour and industrial laws and such other acts and statutes as amended from time to time as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non compliance of the above, the company can withhold their payments till all legal liabilities are discharged.

The offer price shall be considering mobilization of all required manpower, tools & tackles, materials, equipment, vehicles, consumables, etc… for timely and satisfactory completion of all scope of work.

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

3. CONTRACT PERIOD

The contract will be for a period of 12 (Twelve) months from the date of actual commencement of operations of the contract as stated in the Work order (‘Contract Period’).

GIPCL reserves the right to extend the Contract Period up to 03 (three) months at the same rates, terms & conditions without any price escalation and without entering into any new contract.

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

GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason whatsoever.

4. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise in duplicate (one original in physical form and soft copy in MS Excel format) every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

(i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.

(ii) Security deposit at 10% of total contract value (excluding GST) shall be submitted as per clause no.: 1 of Section-C

(iii) GST shall be paid along with bills after fulfillment of following terms.
  (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
  (b) Citing GIPCL’s GST no. along with contractor’s GST registration no. and the date of issue of registration certificate on invoices.
  (c) Claim of GST amount with percentage (%) separately shown on the invoices.
  (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
  (e) Contractor shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
  (f) The contractor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self certified authentic third party evidence (www.cbic-gst.gov.in) shall be adduced to that effect by the contractor

(iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc at site**.** The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-F of tender document along with the RA bill of respective month.

(v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
  (1) Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
  (2) Security deposit recoverable if any.
  (3) Advance on materials / work progress advance payments, if any.
  (4) Penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
  (5) Any other dues recoverable by GIPCL from the contractor under the contract.

(vi) The contractor, along with monthly RA/final bill shall submit copy of P.F. Challan, wages register, attendance sheet & ECR statement indicating the employee and employer's P.F contribution with respect of employees employed by him for the contract at GIPCL site along with format for submission of these documents provided in Section-F (Annexure-I).

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

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

B. Validity and Uniformity of Rates

The rates shall be valid for a period of one year of the Contract Period and agreed extension.

5. SUBMISSION OF TECHNICAL DOCUMENTS TO THE ENGR-IN-CHARGE

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

(i) Measurement sheets (both in soft copy and in physical form) of work done.
(ii) Contractor’s material incoming challans stamped & signed by security at gate entry.
(iii) Certified Joint Measurement records of work done in the form of duly signed by GIPCL’s authorized representative and contractor’s supervisor in standard format as per sample Performa provided as Annexure-G in Section-F.
(iv) Material test reports (if applicable) for specific works.

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

6. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

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

(i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, TRRN confirmation by EPFO/Bank, Bank statement, etc… along wage certificate pertaining to respective bill period / previous month of bill period with Annexure-I provided in Section-F.
(ii) Notarized Indemnity Bond in case of Final bill.
(iii) No claim - No arbitration certificate as per Performa (Annexure-D in Section-F), after the final bill amount is certified by GIPCL for payment and the same is made known to the contractor by GIPCL & accepted by the contractor.
(iv) Final material reconciliations for free supplied Cement, reinforcement steel and structural steel with final bill.

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

7. MEASUREMENT & DAILY REPORTS

All the items shall be measured as finished work as per the item nomenclature and in accordance with IS practice. For any dispute regarding measurement, the decision of Engineer-in-charge shall final and binding to the contractor.

The contractor shall be required to furnish satisfactory job completion report, all complaints format duly singed by occupant and joint record of measurement to GIPCL. Contractor shall also print and maintain booklet of Joint Measurement Sheets with serial number (**As per Annexure-G**). Preparation & submission of report should be on **daily basis**. In the RA bills, payment shall be released, based on the joint measurement record of the works.

For timely compilation of measurements and billing;

7.1 Contractor shall be required to furnish job completion/measurement report to GIPCL whenever required. The monthly/RA bill payment shall be released based on the certified measurement reports of the works.

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

Wherever any dispute regarding mode of measurement arise, the decision of the Engineer-in-charge shall be final and binding to the contractor.

8. MOBILIZATION AND EXECUTION

a) Contractor shall mobilize the resources at site within 04 hours from the time the intimation given by GIPCL.

b) Contractor shall provide site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, joint measurements, etc... The supervisor shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.

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

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

9. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the contractor are as given in the Section-E (Schedule of Rate & Quantity). The quantities specified in each item are estimated and shall vary according to the exigencies of work at site up to any extent. However, the rates quoted by Bidder shall remain firm throughout the contract period irrespective of any variation in estimated quantities. Contract value will remained firm. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same. Contractors shall engage required nos. of labors along with required tools & tackles, equipments, materials as per work load and emergency situations throughout the contract period to perform his contractual duties.

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

10. FREE ISSUE MATERIALS BY GIPCL

The rates are with free issue of reinforcement steel, cement and Fly ash/Bed ash and if specifically mentioned free issue in item nomenclature of SoR. All free issue materials shall be issued either from GIPCL store or storage area or silo area on specific request by contractor. Necessary transportation of free issue material is in the scope of contractor except Bed Material.

Reinforcement steel shall be issued on weight basis and cement shall be issued in no. of 50 kg bags from GIPCL store. The reconciliation of free issue material shall be done as under:-

i. The contractor shall keep an up to date record of the materials issued by GIPCL and consumed on the work, in daily register. The contractor shall also submit weekly statements for actual consumption of such materials and stock position with him. The actual consumption shall be calculated based on theoretical quantities worked out from drawing issued by engineer or as jointly recorded measurements on site.

ii. Contractor shall utilize entire steel issued to them by providing necessary splices / lapping. The un-avoidable cut balance up to 3% of consumed quantity shall be returned to GIPCL store by weight basis and for this no amount will be recovered.

iii. The recovery of balance quantity reinforcement steel above 3% will be made @ Rs. 60,000/- per MT or at market rate, whichever higher. For cement, the recovery shall be affected at the rate of Rs. 350/- per bag or at market rate, whichever higher for quantities above theoretical consumption. No unaccountable wastage will be allowed. No allowance shall be given for rolling tolerance, burning, due to cutting. Contractor shall give account for entire quantity of steel issued to him i.e. no invisible wastage will be considered / allowed.

iv. Reconciliation of free issue cement will be made based on following item wise cement consumption factors.

SR. NO.	Item Description	Unit	Cement consumption in Kg per unit
1	Rubble pointing in 1:4	cum	4.000
2	PCC 1:4:8	cum	170.000
3	PCC 1:2:4	cum	340.000

SR. NO.	Item Description	Unit	Cement consumption in Kg per unit
4	RCC M15/M20	cum	323.000
5	Bolt grout	no.	2.500
6	RCC Pre cast cover 1:1.5:3	cum	300.000
7	1:4 Screed Concrete	Sqm	30.000
8	Rubble masonry in 1:6	cum	115.000
9	Brickwork 1:5	cum	77.500
10	Brickwork 1:5	sqm	11.000
11	13mm plaster	sqm	6.000
12	6mm plaster	sqm	3.500
13	20mm plaster	sqm	9.500
14	Pointing 1:3	Sqm	3.500
15	Vata 100x100 triangular 1:2	RM	5.000
16	Brick flooring	Sqm	10.500
17	40mm IPS 1:2:6	sqm	16.500
18	Tiles fixing	sqm	6.000
19	Kota stone flooring	Sqm	10.000
20	Vata less than above size	RM	2.500
21	Fencing pole grout	No.	21.000
22	Closing holes	No.	10.000
23	RCC hume pipe laying	RM	12.500
24	Curb stone fixing	RM	5.000
25	Crack repairing	RM	5.000

FREE ISSUE MATERIALS BY GIPCL (STRUCTURAL WORKS)

The rates are with specified free issue of structural steel and other specified free issue materials for only those particular items of Schedule of Rates in which the detail of free issue material is specified. All specific free issue material shall be given either from GIPCL store or storage area on specific request by contractor. Necessary loading, unloading, transportation & safe storage of free issue materials within plant & colony premises is in the scope of contractor. However, for transportation of materials for works to be carried out Contractor shall make his own arrangements for loading & unloading of material and contractor shall be responsible for safety of the material during transportation & handling and safe

storage at site. GIPCL shall not be responsible for any interruptions, idle labour etc… due to unavailability or delay in providing tractor.

Structural steel shall be issued on weight basis from GIPCL store & GIPCL’s weighbridge. The reconciliation of free issue material shall be done as under:-

i. Contractor shall keep an up to date record of the materials supplied by GIPCL and consumed on the work, in daily register. The contractor shall also submit weekly statements for actual consumption of such materials and stock position with him. The actual consumption shall be calculated based on theoretical quantities worked out from drawing issued by engineer or as per jointly recorded site measurements.
ii. Contractor shall utilize entire steel issued to him by providing necessary splices / lapping. The un-avoidable cut balance up to 3% of consumed quantity shall be returned to GIPCL store by weight basis and for this no amount will be recovered.
iii. The recovery for balance quantity of steel above 3% will be made @ Rs. 60,000/- per MT or at market rate, whichever will be higher.
iv. No unaccountable wastage will be allowed. No allowance shall be given for rolling tolerance, burning, due to cutting. Contractor shall give account for entire quantity of steel issued by GIPCL i.e. no invisible wastage will be considered

11. QUANTITY OF WORK

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by Engineer-in-charge of GIPCL. Quantities of individual items may vary up to any extent based on actual requirements & maintenance requirements as directed by Engineer-in-charge. Contractor shall not be entitled for any compensation on ground of such alteration in given estimated quantities within overall limits of awarded contract price. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at its discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

12. GENERAL CONDITIONS OF CONTRACT

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

SECTION-E
PRICE BID (To be quoted online only through website: https://tender.nprocure.com)

Description (1)	SoR Amount including GST (Rs.) (in Rs.) (2)	Above/Below (3)	Contractor's percentage to be filled by bidder (equal, below or above SoR) (4)	Total Quoted Amount in (Rs.) (5)
Surat Lignite Power Plant - 4X125 MW, Annual Rate Contract (ARC) for Civil & Structural works, repair & maintenance for SLPP GIPCL Colony for one year of contract period (2027-28) as per SoR (Volume-II) (including 18% GST	35,04,629.61	Equal Above Below		

NOTE:

The quoted percentage rate on given SoR item rates (Volume-II of this tender) will be inclusive of all labour cost, equipments, materials (except specified free supplied materials by GIPCL in respective items), supervision, consumables, tools, tackles, profit & overheads, all taxes & duties (excluding Goods & service tax), (GST 18% is considered on total estimated SoR value), etc… Rates shall be firm for entire duration of contract period of one year and extension up to 03 Months

At estimated SoR value (including GST)

Or

_____%age above the estimated SoR value (including GST)

Or

_____%age below the estimated SoR value (including GST

Note:- (1) Percentage rate offer/bid price on SoR value (including 18% GST) shall be quoted through online (n)-Procure only. Hard copy of price bid shall not be considered/accepted.

(2) Evaluation of tender will be done on gross total quoted amount (including 18% GST).

NAME OF TENDERER : _____
SEAL & SIGNATURE OF TENDERER : _____
NAME OF AUTHORISED PERSON : _____
ADDRESS : _____
PHONE NO. _____ **FAX No.** _____
MOBILE NO. _____ **Email ID.** _____

SECTION-F
LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

For the month of :

1)	Work Order / P.O. No. & Contract value	:	
2)	Nature of work	:	
3)	Duration of Work Order	:	From to
4)	Maxi. No. of manpower per day deployed in the month.	:	M F Total
5)	Details of Labour License	:	Valid up to for Persons.
6)	Details of E.C Policy	:	Valid up to for Persons.
7)	Documents attached for verification for the previous month.	:	Wage & Attendance Sheets. Yes/No
			P.F Challan Yes/No
8)	Documents attached for verification (in case of Final Bill)	:	Bonus Payment Register Yes/No
		:	Leave wage register Yes/No
9)	Security Deposit / Retention Money lying with Co.	:	Yes / No if yes, Rs.

Date :

Signature of Contractor
with official stamp

2.0 ANNEXURE-B

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

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

B. G. No.----------Date: ……

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

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

dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between contractor & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. We ……Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs…….(Rupees……only) and shall remain in force till..……..Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date _____

……. Bank
Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized person
On behalf of the Bank

With Seal & Signature code

3.0 ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No.----------Date: ……

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called “The Company Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No……for ---------- (hereinafter called “the said tender”)to M/s.……(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs……. (Rupees……..only) towards earnest money in lieu of cash.
2. We ……..Bank having its branch office at …… do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..(Rupees……..only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. We ……..Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully

and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs……. (Rupees……only) and shall remain in force till…….. (Date to be filled up shall be 180 days from the date of submission of Bid).

Date _____ ……. …….Bank
Corporate Seal of the Bank

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

4.0 ANNEXURE-D

PROFORMA CERTIFICATE
(No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____Dated_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.

5.0 Form-A

List of qualifying staff to be submitted with physical documents

Sr. No.	**Name of Supervisor**	Qualification	Experience

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

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

6.0 Form-B

List of Tools & Tackles to be submitted with physical documents

Sr. No.	**Description**	Nos.	Status

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

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

7.0 ANNEXURE-E

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

All the deviations from the terms & conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION
COMPANY SEAL				
SIGNATURE-----				
NAME-------				
DESIGNATION---				
COMPANY----				
DATE ----				

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

8.0 ANNEXURE-F

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company’s Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Disputes/ Litigations

(To be submitted on Company’s Letter Head)

Please Tick (√) whichever is correct option

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

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

Please Tick( )

OR

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

Please Tick( )

If **“b”** is applicable, please submit the details for the same.

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

9.0 ANNEXURE-G

(FORMAT TO BE PRINTED IN DUPLICATE FOR JOINT MEASUREMENT RECORDING)

NAME OF CONTRACTOR							
BOOKLET NO. ____ PAGE NO. ____							
NAME OF WORK:							
WORK ORDER NO.							
CONTRACT PERIOD:							
TO BE FILLED BY CONTRACTOR'S SUPERVISOR/SITE-IN-ENGINEER							
BRIEF DESCRIPTION OF SPECIFIC WORK CARRIED OUT:							
SPECIFIC LOCATION OF WORK EXECUTED:							
COMPLETION PERIOD/DATE OF COMPLETION OF SPECIFIC WORK:							
MEASUREMENTS							
SoR Item No.	**WORK DESCRIPTION**	**NO.**	**L**	**B**	**D**	**QTY. with Total of item**	**UNIT**
CONTRACTOR'S SIGN							
TO BE FILLED BY GIPCL'S ENGINEER-IN-CHARGE CONCERN							
REQUIREMENT RECEIVED FROM:							
REF. IF ANY (EMAIL / TELEPHONE / NOTE / VERBAL / MEETING WITH DATE OF REF.):							
SOR ITEM NO.							
CERTIFIED QUANTITY OF THIS PAGE:							
AFTER COMPLETION OF WORK, SITE IS **CLEARED / NOT CLEARED**							
GIPCL'S SIGN							

10. ANNEXURE-H

PARTICULARS OF THE BIDDER

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

COMPANY SEAL

SIGNATURE ……

NAME ……

DESIGNATION ……..

COMPANY ……

DATE ……..

11.0 ANNEXURE-I

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

(To be submitted with each monthly bill on letter head along with labour compliance records)

Certified that M/s.....has been awarded BRC / BMC for ..... for the period of.....to ..... at Gujarat Industries Power Company Limited – Surat Lignite Power Plant, Nani Naroli. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Rules 1972, The Employees’ Provident Funds and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936 and Payment of Bonus Act 1965 and all other applicable labour laws in so far as the provisions are applicable to me in respect of the employment of contract labour by me for the month of .....

For M/s. .....
Authorized Signature with Stamp

Place: Nani Naroli
Date :

Through : HoD

To,
GM (HR&A)

14 ANNEXURE-J

PROCEDURE FOR MAKING ONLINE PAYMENT OF EMD/SD/TENDER FEE

1. For making online payment, first go to the website: **www.gipcl.com**
2. Then, click on the caption/link as can see like:
   “Click here for Making Online Payment of Advance for Ash, DM water etc.”
   (The link is visible as horizontal highlighted below Tenders - News & Update Section)
3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “ Payment Form” given below the sign in option.
4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.
   If the some required fields are not known/available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.
   Optional Note: Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Deptt.
   or Concerned Person , so that the vendor can be identified. The same party code may be used for future transactions also After entering the details, click on SUBMIT Button.
5. he vendor/Party will be redirected to Payment Gateway.
   By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

Important Note: Please note that for making online payment through the above gateway, the charges* as below will be applicable, which has to be borne by Vendor/Party making the Payment:

Payment Mode Charges
Net Banking Rs.9 + GST
Debit Card NIL
Credit Card 0.75% + GST
International Card 3.00% + GST
UPI NIL

15 ANNEXURE-K

EQUIPMENTS, TOOLS & TACKLES TO BE OWNED BY CONTRACTOR

Sr. No.	Descriptions	Minimum Quantity
1.	Concrete Mixer Machine	1 no.
2.	Petrol Concrete vibrator	1 no.
3.	Vibrator needles (40 mm)	2 no.
4.	Shuttering material	50 sq.mt.
5.	Staging & Scaffolding material	As per requirement
6.	Dewatering pump with hose pipe	1 no.
7.	Concrete drill machine	1 no.
8.	Tractor with trolley	1 no.
9.	Tools for Plumbing works	01 Set
11.	Tools for Carpentry works	01 Set
12.	Tools for Masonry works	As per requirement
13.	Earth compactor	1 no.

NOTE:-

The Contractor shall note that above list is not exhaustive and if any additional tools & tackles or equipment, machinery etc., are required for proper performance of the contract, the contractor shall also arrange the same immediately without any extra cost to GIPCL. Above equipments shall be in good condition for execution of work, equipments older more than 10 years and running not properly shall not be allowed to work on site.

16 ANNEXURE-L

PLUMBING / CARPENTRY / CIVIL WORK COMPLAINT FORMATE

GUJARAT INDUSTRIES POWER COMPANY LIMITED
(SURAT LIGNIT POWER PLANT- TOWNSHIP)

Complaint No.: **Qtr. No…….** **Complaint Date: -**

Complaint Details: -	**ITEM USED (IF ANY)**	
	Details	**Qty**
Solution Details: -		
The above Complaints regarding my quarter has been attended satisfactory and material also Used/Not Used.		
In charge Sign :…….. **Sign of Occupant :…….** **Name:** **Work Completion Date: …**		