



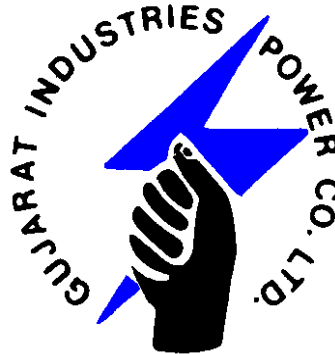
GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

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:
“Industrial Painting Works for various plant
infrastructures & buildings at Surat Lignite Power Plant”*

Bid No.: SLPP/Civil/Painting/2019-20



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT WITH SoR**



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



NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/Civil/Industrial Painting/2019-20

Name of work	Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Industrial Painting Works for various plant infrastructures & buildings at Surat Lignite Power Plant.
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in package wise BOQs.
Contract period	15 Months (including monsoon season).
EMD	Rs. 27,000/- (Rupees Twenty Seven Thousand only) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Cost of tender document / tender fee	Rs. 2,000/- (Rupees Two Thousand only) – Non refundable, by Demand Draft in favor of GIPCL payable at State Bank of India, Nani Naroli or by RTGS.
Site Visit	Interested parties may carry out site visit to understand nature of work & site conditions before submission of bid.
Availability of online e-Tender document	On web site https://www.nprocure.com or https://gipcl.nprocure.com up to 29.04.2019, 16:30 hrs.
Last date of online submission of offer	29.04.2019 up to 17:00 hrs. on website: https://www.nprocure.com or https://gipcl.nprocure.com
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before 02.05.2019, 16:00 hrs. during working days at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.
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://www.nprocure.com> or <https://gipcl.nprocure.com>
5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address:-



General Manager (SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli,

Taluka: Mangrol,

Dist.:Surat-394 110, Gujarat.

Phone: (02629) 261063-72. E-Mail: slppcivil@gipcl.com



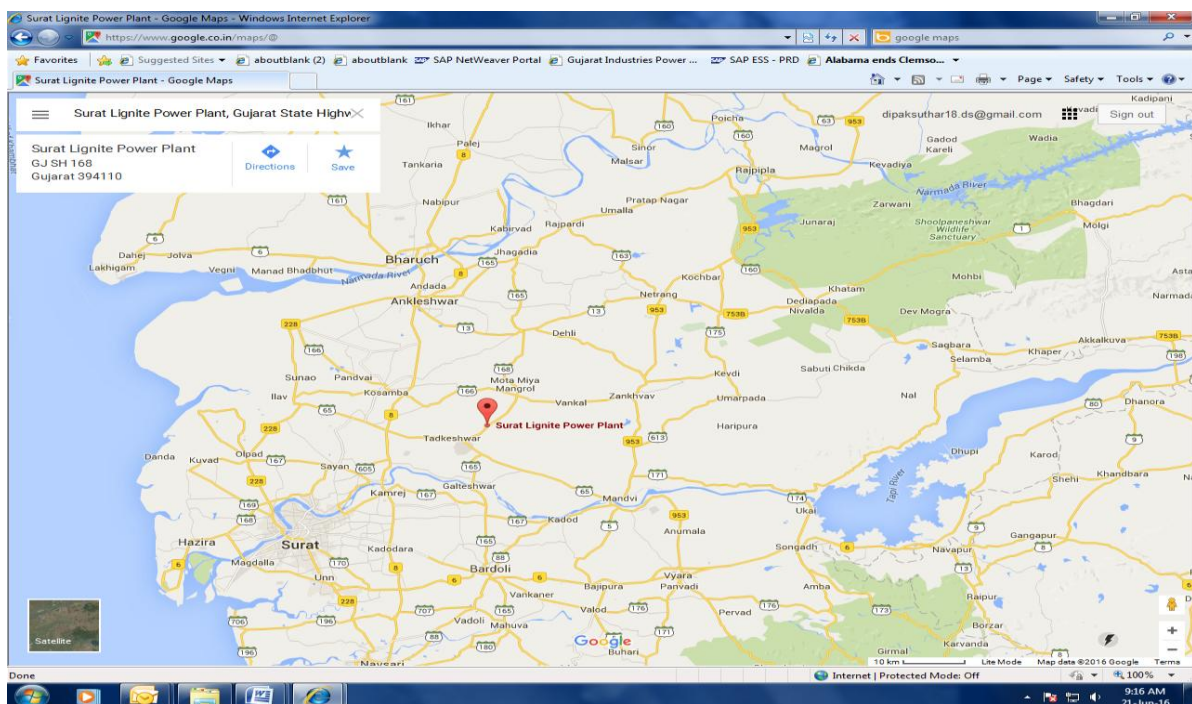
SECTION-A INSTRUCTIONS TO BIDDERS

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 810 MW and 5 MW Solar Power Plant. Recently, GIPCL has also commissioned 112.40 MW Wind Energy Farms at various locations in Gujarat, 1 MWp Distributed Solar Power Plants, each at two locations in Gujarat viz. at Village: Amrol (Dist.: Anand) & at Village: Vastan, Dist.: Surat and 80 MW Solar Power Plant at Village: Charanka (Dist.: Mehsana).

Surat Lignite Power Plant (SLPP) with four units of 125 MW 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.

Surat Lignite Power Plant (SLPP) is accessible by road from Kim and Kosamba, which are on Mumbai-Ahmedabad 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 Contract for Industrial painting for plant infrastructures & buildings at Surat Lignite Power Plant and is therefore inviting open tenders online (through nProcure web site) from experienced & resourceful contractors.

2. SCOPE OF WORK

- 2.1 The scope of work covers painting of various plant infrastructures and buildings/sheds etc.. including cost of manpower, approved quality materials, tools, tackles, equipments, safety at work site.
- 2.2 The detail scope of work is mentioned in clause no. 1 of enclosed Section-D (Special Conditions of Contract).
- 2.3 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.
- 2.4 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity.
- 2.5 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

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, Quantity specified for each individual structures, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the % above, equal or below SoR, the Bidder should go through the rate inclusions, specifications, scope of work etc. and get himself/herself fully conversant with them. The quoted price/rate should include cost of mobilization, legal compliances 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 quote their % offer (above, equal or below) on total SoR amount of Price Bid and applicable GST which will be applicable for all the individual packages. Evaluation of tender will be done on gross total quoted amount.
- 3.6 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.
- 3.7 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.
- 3.8 The tender documents shall not be transferable.



- 3.9 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.
- 3.10 Conditional offers shall not be considered and liable to be rejected.
- 3.11 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.12 Site visit will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL - SLPP. Interested parties may carry out site visit to understand nature of work & site conditions. Site visit may be carried out before submission of bid with prior intimation to GIPCL.
- 3.13 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.
- 3.14 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.
- 3.15 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend site visits, 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.
- 3.16 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.17 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.18 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.19 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.
- 3.20 GIPCL reserves the right to opt for e-Reverse Auction of the subject work at the sole discretion of GIPCL.**
- 3.21 To participate in e-Reverse Auction, bidders have to register on nProcure's e-Auction Portal: <https://e-auction.nprocure.com>.
- 3.22 After e-Reverse Auction process, L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.

4. PLANT VISIT

It is perquisite and necessary for all interested bidders to visit the Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <https://www.nprocure.com> or <https://gipcl.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/herself 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, 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/herself regarding matters such as access to site, communication, transport, working condition including constraint of work place, height of structure/building, quantity assessment of individual structures/buildings, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, right of way, weather conditions, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment, scaffolding materials and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his/their 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 ATTESTED COPIES OF SUPPORTING DOCUMENTS MUST BE SUBMITTED FOR EACH OF FOLLOWING ELIGIBILITY CRITERIA)

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



- 5.1** Bidder should possess minimum Three years of experience out of last five years (as per following Cl. No.5.2) in similar nature of painting jobs in **Power Plants / Process Industries / Corporation / Corporate Sectors / Institutes / Townships** 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.

Note: For evaluation of the bid the executed value mentioned in the **work completion certificate** will be considered.

- 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 certified copies of documentary evidence preferably photo copies of work experience certificates. The experience should be either of the following:

a. One similar completed/executed work each costing not less than Rs. 21.59 Lakh.

OR

b. Two similar completed/executed work each costing not less than Rs. 13.50 Lakh.

OR

c. Three similar completed/executed work each costing not less than Rs. 10.80 Lakh.

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** Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.

- 5.4** Tender fee: The tender fee shall be accompanied in form of Demand Draft or RTGS as described in subsequent clause no. 8.

- 5.5** EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 8.

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

- 5.7** 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 Bids of qualified 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.

- 5.8** Bidder should have minimum annual turnover of **Rs. 8.10 Lakh** for last three financial years (**2015-16, 2016-17 and 2017-18**). 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.

5.9 Certificate from certified chartered accountant's is to be submitted regarding the Net worth at the end of the last financial year which should be positive.

5.10 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.

5.11 Bidder has to submit GSTIN number. Copy of the same shall be submitted.

5.12 In case Bidder is a joint venture company since last seven years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.

5.13 Entire tender document shall be submitted duly signed & stamped by bidder on each page as a token of having acceptance of all terms & conditions, specifications, scope etc of tender document.

5.14 ADDITIONAL PRE QUALIFICATION CRITERIA

1. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five(5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this 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.
2. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as per Performa **Annexure-G & Annexure-H** under **Section-F**.
 - a. If any Fatal Accident / 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.
 - b. 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 Bidder. GIPCL reserves the right to accept/split/cancel/reject any/all Bids without assigning any



reason thereof. The tenders of qualified Bidder/Bidders shall only be considered for further evaluation.

6. **SITE VISIT**

Site visit will be arranged at Surat Lignite Power Plant as per details given in the NIT (Notice Inviting Tender). **It is perquisite and necessary for all interested bidders to carry out site visit or bidder may send their authorized representative along with authorization letter for site visit before submission of bid.** It is necessary to carry out site visit to understand in detail regarding actual working conditions, nature of work, height of structure to be painted, scope of work with respect to estimated requirements of manpower, tools & tackles, safety requirements, supervisors, statutory & legal requirements, to understand, resource & equipment requirements, approaches, running equipments, etc. Site visit may be carried out before submission of bid with prior intimation to GIPCL.

7. **LANGUAGE OF BID**

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

8. **EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE**

- 8.1 An EMD of Rs. 27,000/- (Rupees Twenty Seven Thousand only) and Non-refundable Tender fee Rs. 2,000/- (Rupees Two Thousand only) shall accompany with Bid.

The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Bank for EMD DD

1. Bank of Baroda
2. State Bank of India
3. Any Nationalized banks

Payable at :

Mosali, Dist: Surat
Nani Naroli, Branch Code: 13423
Surat

The Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. or RTGS as per following details:

Bank for Tender fee DD

State Bank of India

Payable at :

Nani Naroli, Branch Code: 13423

RTGS detail for Tender fee:

- 1 Name of account holder: Gujarat Industries Power Co. Ltd.
- 2 A/c. No.: 33514692834
- 3 Name of Bank: State Bank of India
- 4 Bank address: Utility Building, Nani Naroli, Ta. Mangrol, Dist. Surat. Pin 394110.
- 5 IFSC code: SBIN0013423
- 6 MICR code: 394002513

OR for EMD



- 8.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalapur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd as per Performa of BG enclosed with this e-tender under Section-F.
- 8.3 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
- 8.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 8.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDERS as soon as the tender is finalized.
- 8.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL as per Clause 6.9.
- 8.7 No interest shall be payable on EMD.
- 8.8 The EMD will be forfeited if the BIDDERS (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.
- 8.9 **SCHEDULE OF EMD & TENDER FEES**

EMD & Tender fee and other documents to be submitted in physical form within three working days after due date of closing of the tender	Address for Submission: General Manager (SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394 110, Gujarat. Phone : 02629-261063
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9. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

The bids shall be submitted online at the <https://www.nprocure.com> or <https://gipcl.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 & EMD with other supporting documents shall be submitted in physical form within three working days after due date of closing of the tender.

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

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

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



3. Qualification & experience of Supervisors/Engineers.

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

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F. Number and Allotment Letter.
8. PAN Number.
9. **GSTIN number/certificate copy.**
10. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa **Annexure-G & Annexure-H** under **Section-F**.

(b) Price Bid:

1. Percentage Rate Price Bid shall be submitted online only.

Note: Offered percentage rate (service charge) on GIPCL's total estimated SoR value shall includes cost of all manpower, approved quality materials, equipments, consumables, tools & tackles, scaffolding, Safety, legal & statutory compliance, mobilization-demobilization, all taxes & duties, other than GST. Bidder shall quote applicable GST separately in online price bid.

2. The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in price, idle charges for labour, machinery, overhead expenses etc. **There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates) and revision in painting materials prices.**
3. **Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.**
4. Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status 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.
5. Contractor shall deploy labour/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.
6. **Bidder shall have to quote their service charge on estimated cost in the form of %age. i.e. “At Estimated Value OR %age below the estimated value OR %age above the estimated value in online Price Bid only. Bidder shall quote applicable GST separately in online price bid.**
7. Online quoted amount by bidder shall include applicable GST. Total amount will be derived by considering bidder's online quoted total amount with service charge and quoted GST as per prevailing rates as declared by Central/State Government. Any statutory changes in taxes & duties will be to GIPCL's account.



In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.

8. The quantities shown in the SoR (Section-E) are approximate for the contract period and may vary as per job requirement.
9. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.

(c) E-Reverse Auction:

- 1) GIPCL reserves the right to opt for e-Reverse Auction for the subject tender at sole discretion of GIPCL.
- 2) E-Reverse Auction will be conducted on nProcure's e-Auction Portal: <https://e-auction.nprocure.com>
- 3) For conducting e-Reverse Auction, lowest 50% out of total eligible Bidders (rounded to the next higher whole number) or up to 03 (three) nos. of eligible bidders L1 to L3 (whichever is higher) will be invited.
- 4) Original L1 price (including GST) will be declared through nProcure's e-Auction Portal: <https://e-auction.nprocure.com> to start e-Reverse auction process and final received lowest auction price in the value by e-Reverse auction process will be the final L1 price.
- 5) Minimum decremental value for the e-Reverse auction will be set by GIPCL prior to start of e-Reverse auction and this will be applicable during each reverse bid hit.
- 6) Duration for the e-Reverse auction will be 30 Minutes with a provision of extensions for further 15 Minutes at every single reverse bid received during the last 05 minutes, till there is no further reverse bid entry (hit) by the participating Bidders.
- 7) Evaluation of tender will be done on gross total quoted amount with GST.
- 8) After e-Reverse Auction process, final L1 bidder shall be decided on lowest offered rate amongst other bidders during specified e-Reverse Auction process.
- 9) After e-Reverse Auction process, the original rates quoted by the final L1 bidder for individual items/packages shall be reduced proportionately based on total % reduction from their original quoted gross price v/s price derived after e-reverse auction, keeping GST percentage (%) rate same as originally quoted by final L1 bidder.
- 10) Prorata reduction will be applied in the quoted rates for all the items of SoR after price discovery through e-Reverse Auction.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.
- (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.

10. 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.

11. POLICY FOR BIDS UNDER CONSIDERATION

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

12. EFFECT AND VALIDITY OF THE BID

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

13. OPENING OF BIDS

13.1 The GIPCL will open the 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.

13.2 Preliminary Examination:

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

13.2.2 Arithmetical errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall



prevail and the total price will be corrected & will be binding to the bidders.

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

14. EVALUATION & COMPARISON OF BIDS

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.

15. RIGHT OF REJECTION OF TENDERS

- 15.1 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.
- 15.2 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.
- 15.3 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.



16. AWARD OF CONTRACT

- 16.1 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.
- 16.2 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.

17. CONTRACT PERIOD

- 17.1 The contract will be for a period of 15 (fifteen) months (including monsoon season) as stated in the Special Conditions of Contract ('Contract Period').
- 17.2 GIPCL reserve the right to short close the contract any time by giving one month notice period without assigning any reason.
- 17.3 GIPCL reserves the right to extend the Contract Period appropriately (if given scope of work not completed) on the same rates, terms and conditions without any price escalation and entering into any new contract.

18. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the "Contract Price" from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd 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 Lol or work order, whichever is earlier. The guarantee shall be valid up to defect liability period of twelve months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

19. ASSIGNMENT AND SUB-LETTING

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



20. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (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, security check, pre-employment medical fitness check-ups & induction safety training 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 proper healthy safety equipments like but not limited to safety helmets, safety belt, fall arrestors, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Damaged, unfit and/or deteriorated safety PPEs shall be replaced immediately with new approved standard PPE. Following are also to be issued:
 - a) Safety shoes (standard approved ISI make)
 - b) Safety helmet (standard approved ISI make in yellow colour only)
 - c) Safety Goggles / face shield.
 - d) Ear plug / Ear muff.
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
 - f) Full body double harness Safety belt.
- (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 independent supervisors who shall co-ordinate with concern GIPCL's department Engineer-In-Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (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. Contractor shall responsible to carry out work as per schedule of work planning to complete scope of work in given contract period.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 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 15% supervision charges & the same will be recovered from the Contractor's bill.



- (x) **Important Note:** Whenever any of the Unit at SLPP remains under outage due to any reason and require emergency painting work, the contractor shall mobilize sufficient work force at site within a period of twelve hours from the time of intimation to the site-in-charge or via mail to your office.
- (xi) During working in high risk area like hot lines of steam/water/oil, boiler combustor, cyclones, penthouse, etc the workman must wear a suitable safety apron, safety belt, safety hand gloves & goggles. It is the contractor's/his supervisor's responsibilities to ensure it without fail.
- (xii) During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. 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 tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor.
Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipments and/or required consumables/materials then 25% of the total job cost 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 sufficient quantity of tools & tackles, equipments, scaffolding materials in good working condition at site as per day to day work load 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 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.

21. CLARIFICATION OF BIDDING DOCUMENTS

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



22. TIME SCHEDULE

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

23. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS

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.

24. PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque only. However, RTGS system of online payment is also in operation and will be applicable based on submission of required documents.

25. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and payment will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Special Conditions of Contract.
- 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.

26. QUANTITIES

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as jointly measured at site & certified by Engineer-in-charge of GIPCL. However, contractor shall be responsible to restrict the scope of work and not exceed beyond the provided quantities under specified items beyond order value without prior written consent of GIPCL. In any case, GIPCL will not pay for any additional quantity due to any reason except if advance written consent taken by the contractor from GIPCL to execute additional quantities.

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 individual quantities. 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. Quantity of individual item of SoR may vary to any extent. However, contract value will 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.



SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- 1 Tender documents are available only in electronic format which Bidders can download free of cost from the website: <https://www.nprocure.com> and <https://gipcl.nprocure.com> up to date & time mentioned in NIT.
- 2 All bids (technical and price bid) should be submitted online through the website <https://gipcl.nprocure.com> or <https://www.nprocure.com> only. No physical submission of price and technical bid will be entertained as it should be furnished on-line only. Also no fax, e-mail, letters will be entertained for the same.
- 3 Following should be submitted 'off-line' in sealed covers separately at Village Nani Naroli, Taluka Mangrol, Dist.Surat-394 110, Gujarat up to the period specified in NIT
[1] E.M.D. & Tender fee [2] Supporting Documents for Technical Bid.
- 4 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 at address mentioned below at clause 5.
- 5 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering.
(n) Code Solutions - A division of GNFC Ltd.
402, GNFC Info tower, Bodakdev,
Ahmedabad – 380 054 (India)
Tel: +91 26857316 / 17 / 18
Fax: +91 79 26857321
E-mail: nprocure@gnvfc.net
www.nprocure.com
Toll Free: 1800-233-1010(Ext. 501,512,517)
- 6 Kindly note that, valid Digital Signature Certificates is must for all the interested bidders. Online tendering process is not possible without valid digital signature certificate.
- 7 Interested bidders are also requested to complete their procedure for taking digital signature certificate in respect of filling of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
- 8 (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by bidder.
(n)code solutions is fully authorized to issue digital signature certificate to bidders.
- 9 All the bidders who have no facility to participate in on-line tenders are requested to contact (n)code solutions for the same.
- 10 Free vendor training camp will be organized every Saturday between 4.00 to 5.00P.M. at (n) code solutions-A Division of GNFC Ltd., Bidders are requested to take benefit of the same (Advance Confirmation to (n) code is requested).
- 11 All the correspondence in respect of training, support or digital signature certificate should be addressed to (n)code solutions directly on the above mentioned address.



SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent (**10%**) of the "Contract Price" from any Nationalized Bank including Public Sector bank-IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra bank, Yes Bank, Ratnakar Bank, IndusInd Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or The Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahakari Bank Ltd, The Ahmedabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd 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 Lol or work order, whichever is earlier.

The guarantee shall be valid up to defect liability period of twelve months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

2. RECOVERY CLAUSE

- (i) In case of any damage of equipment/machinery due to negligence of 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. 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 15% additional overhead charges of GIPCL.

3. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

4. DEDUCTIONS FROM CONTRACT PRICE

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the 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.



5. TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 15% overhead charges.

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

6. 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 or fails to carry out progress of work as per agreed schedule of work planning (as per clause no. 1.10 of Special Condition of Contract) and/or 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 15% 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.

In case if contractor's services are not found satisfactory with respect to mobilization, time bound activities, workmanship & safety (OHSAS policy of GIPCL) then GIPCL has rights to terminate the contract at any time by giving you 15 days



advance notice without assigning any reason and will make the alternate arrangement at cost and risk of the Contractor.

7. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat as may be mutually agreed by the parties in consultation with the tribunal.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lakh, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lakh and up to Rs. 100/- Lakh, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lakh, the same shall be referred to a Retired Supreme Court Judge.
- c. 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.

8. 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.

9. 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 as per clause no. 35 herein under.

10. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

1. 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.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of



Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

3. 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.

- 3.1 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.
- 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 3.4. 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.
- 3.5 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.
- 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7. 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.
- 3.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 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.
- 3.10 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.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 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.

- 3.13 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.
 - 3.14 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.
 - 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
4. 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.
 5. 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.
 6. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
 7. 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.
 8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
 9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
 10. 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.
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.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.



2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
6. Contractor shall issue an appointment order to each casual 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.

11. PAYMENT OF WAGES

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

12. 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.

13. LIGHTING

General area lighting will be provided by GIPCL. However work area specific lighting should be arranged by contractor.

14. 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.



15. 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.

16. 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. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP site.
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.
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.	<ul style="list-style-type: none"> 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.
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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.

17. 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.

18. GENERAL TERMS AND CONDITIONS:

- All tools & tackles, labours, equipments, materials, consumables etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- 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.
- If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- Contractor shall depute full time independent experienced site-in-charge and independent site supervisors at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- Contractor shall also nominate one independent 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. **GIPCL reserves the right to hold the work in case contractor not deployed safety supervisor and a penalty equal to Rs. 1,000/- per working day absent of safety supervisor shall be levied from Contractor.**

- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. Progressive work targets shall be achieved for each area as decided during first kickoff meeting. 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 15% 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 15% 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 (based on quoted % above/equal or below SoR) shall remain firm till completion of the contract and any agreed extensions thereafter and is valid even if the contract is split and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of 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, safety life line & fall arrestors 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 above clause no. 16) 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.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, material 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.

19. 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.



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

All loose materials, wastage, packing materials, empty paint drums, 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 & remove scaffolding materials 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.

21. 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 site only. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
- 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 plant site.

22. WORK 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 large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced 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. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis. The monthly bill payment shall be released based on the certified reports of the works.
- d. 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.



23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 FOR PAINTING WORK AT PLANT

1. Scope of work includes supply of approved decorative paint and applying painting (inside & outside) of the various plant buildings, sheds, door, windows, hand railing, fencing, ceiling, etc... as per respective items of SoR (Section-E).
2. Scope of work also includes supply of approved industrial paint and applying painting on miscellaneous structural etc... as per GIPCL requirement.
3. Scope also includes supply of approved industrial paints, other materials, like consumables, equipments, calibrated digital Elko meter with valid calibration certificate, compressor, jetting nozzles, hose pipes with all accessories, safe storage of materials (to not contaminate the area), etc. Contractor's offer shall include any wastage of paint during painting, cost of labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, approved scaffolding (standard MS pipes & clamps only), MS ladders etc...including as specified in Annexure-E of Section-F here in.
4. Contractor shall deploy separate gangs of manpower with supervisors along with overall site-in-charge to initiate scope of works at different locations simultaneously and shall be responsible to ensure timely completion of specific painting as directed by Engineer-in-charge. Advance work planning schedule for each locations shall be prepared jointly in concurrence with concern Engineer-in-charge.

1.1 SPECIAL SPECIFICATIONS FOR PAINTING:

Contractor shall carryout the work as given in tender documents within stipulated time frame for particular painting job and the works shall conform to high standards of workmanship, quality, proper line, level and as directed by Engineer-in-charge.

Contractor shall nominate supervisors for work supervision & safety supervision to receive day to day painting work requirements from Engineer-in-charge. Supervisors will co ordinate with user department to ascertain their exact requirement and location of work. They will be responsible for mobilization of manpower, materials, safety PPEs, safety arrangements at site, tools & tackles and other required resources to carry out the work as per requirement and also responsible to take field measurements jointly with GIPCL Engineer by mentioning SoR item no. & exact work location in measurement register on daily basis and shall submit the register to the Engineer-in-charge for their verification on every week. Following scope of work shall be followed during execution.

1. The various buildings, structures & infrastructures of power plant are to be painted. The buildings/structures are of different height and different inside & outside finishing work. The rate shall be valid for all height including required scaffolding work as per item nomenclature in Schedule of Quantity.
2. Surface preparation of structures by cleaning the existing surface by wire brush/mechanical tools to be done. All the loose rust, old paints etc... are to be cleaned.
3. Surface preparation includes cleaning of existing painting surface, removing dirt, dust, loose paint, filling cracks with approved crack filler, filling undulation with Plaster of Paris for making uniform surface (at required places only).



4. One coat of primer of approved manufacturer to be applied on the surface after perfectly cleaning the structures by the wire brush (as per item specifications). All the loose rust, paints etc. are to be cleaned.
5. One coat of approved quality Asian or Berger or Jotun or Nerolac or AkzoNobel make paint shall be applied which should meet the technical specifications of SoR items. All paint materials shall be of first quality decorative & industrial paints.
6. After drying the first coat, next coat of same quality and colour shade to be applied.
7. Contractor has to ensure that the different layers of paints are being applied after being inspected by Engineer-in-charge of GIPCL. After obtaining stage wise clearance, contractor should proceed for further work.
8. Paint has to be applied uniformly over the surface of building.
9. All the consumables like paint material, thinner, wire brush, painting brush, container for handling the paint, cloth if required for cleaning the surface etc. are to be arranged by the contractor, except specified free issue paints for specific items mentioned in the schedule of quantity.
10. To paint at different elevations, contractor has to make safe arrangement for metallic scaffoldings with MS pipes & MS clamps at their own cost. Contractor is fully responsible for scaffolding work for safe working during working at height.
11. Contractor has to make their sub-store for storing the paint at site.
12. Manpower required for carrying out the entire painting work will be in contractor's scope.
13. Contractor has to depute their site-in-charge & supervisors for work execution as per specification.
14. Contractor has to take all safety measures during the execution of work.
15. The contractor shall possess a valid permit to work duly signed by GIPCL during the execution of the job.
16. Painting of various buildings/structures has to be carried out even during the time when building under utilization and/or system is in operation. Hence, experienced supervisors are to be deployed for supervision of work.
17. Painting shall be carried out only on thoroughly dry surfaces. Painting shall be applied by brushing for outside and inside finishing paint by using roller only. The workmanship shall be of best quality.
18. The optimum thickness shall be applied by brushing with minimum of brush marks. The coat shall be allowed to hard dry. At least 24 hours shall elapse between the applications of successive coats.
19. The second finishing coat shall then be applied by brushing for outside and inside finished paint by using roller only.
20. The rate shall be for good finishing and first quality decorative/industrial paint of approved make and shade by considering two coats of paint (Asian or Berger or Jotun or Nerolac or AkzoNobel make). However if the required quality and finishing is not achieved, contractor shall applied third coat of paint to get good finishing without any additional cost to GIPCL.
21. Contractor shall follow the recommendation of manufacturer without any additional implication to GIPCL.
22. **Quality Check:** - Contractor shall maintain each location wise register entry and get the check from concern GIPCL engineer for cleaning, first coat painting & second coat painting.
23. Contractor shall take care to avoid paint marks on door/window frames, glass, skirting tiles, electric fixtures, other furniture etc... by covering the same with sticker, removable adhesive tape, cloth etc... as directed by Engineer-in-charge. After completion of work, contractor shall responsible for removal of covers from these locations, remove & clean stains if any and make good the same.



24. Contractor shall ensure proper utilization of paint and avoid wastage like spillage. GIPCL right to take action for such wastage.
25. All painting material shall be of approved shade & make "ASIAN" or "BERGER" or "JOTUN" or "NEROLAC" or "AkzoNobel" only.
26. It shall be the sole responsibility of contractor to provide sample of colour shade before execution for any specific shade requirement for advance approval.
27. Apart from standard available colour shades, contractor shall also arrange for specific colour shades for exterior & interior painting in line of existing provided shades if it is desired by Engineer-in-charge. Sample of shades may be prepared & applied at designated place for approval from GIPCL. Contractor shall proceed with the work as per day to day instructions of Engineer-in-charge for painting at specific locations.
28. In case of any discrepancies, contractor shall proceed with painting work by providing matching colour shade as per existing painted surface, except any change in shade is desired & provided by GIPCL for any specific location/area. However, contractor shall provide sample and get approval well in advance from GIPCL for existing matching shade also if desired by GIPCL.
29. Surface preparation before applying painting on inside surface of all buildings shall be as per following specifications.
 - (a) Proper cleaning of existing painted surface and removing dirt, dust.
 - (b) Filling cracks with approved crack filler of approved make and quality (Pedilite or equivalent).
 - (c) Filling undulation (at required places only) area with Wall Putty (Birla white) for making uniform & smooth surface. Primer shall be applied as specified in item nomenclature.
 - (d) All furniture, fixtures, computers, telephones, other office stationeries & documents, electric & lighting fixtures, equipments, cables, flower pots, plantations, flooring, etc... shall be protected while carrying out the painting work. Covering with plastic sheet, paper, temporary shifting of things as directed shall be in the scope of contractor. Any type of damages shall be recovered at actual cost plus 15% overhead charges from contractor's bills and/or security deposit/retention money whatsoever.
 - (e) Proper surrounding affected area housekeeping shall be done after completing the painting works.

1.2 GENERAL SPECIFICATIONS FOR PAINTING:

1. Contractor has to ensure that the different layers of paints are being applied after being inspected by Engineer-in-charge of GIPCL. After obtaining stage wise clearance including surface preparation, contractor should proceed for further work. One register shall be maintained by contractor for this purpose and shall submit the same with bill. Without submission of thickness verification register with the bill, payment will not be made.
2. Paint has to be applied uniformly over the surface of structures.
3. All the consumables like paint material, wire brush, mechanical tools, emery papers, painting brush, container for handling the paint, cloth if required for cleaning the surface, metallic scaffolding, metallic ladders, etc... are to be arranged by the contractor.
4. To paint at different elevations, contractor has to make arrangement like safety belt, safety net, fall arrestor, safety life line, helmet etc... for safe working with preparation of scaffoldings of MS pipes, Metallic jali, H frames etc... at their own cost.



5. Contractor has to make their own sub-store for storing the paint at site with rigid platform to avoid soil contamination. GIPCL will not be held responsible for any theft of materials.
6. Contractor has to depute their full time experienced overall site-in-charge & independent location wise supervisors for work execution as per specification and for day to day work planning & coordination with concern Engineer-in-charge, to obtain day to day location wise work permits, height permits, to get daily location wise work supervision, quality, maintaining stage wise work clearance register for each location, to record location wise joint work done reports/measurements, to prepare & apply for manpower gate pass, to maintain material consumption report, etc...
7. Contractor has to take all safety measures and has to follow safety clauses as specified in this document during the execution of work including all good quality safety equipments & safety PPEs like safety net, fall arrestors, safety life line, full body double harness safety belts, safety helmets, safety shoes, hand gloves, dust masks, ear plugs, safety goggles, etc to the workers and copy of safety equipments and safety gears issue register & gate pass are to be submitted to GIPCL for verification before taking up the work.
8. The contractor shall possess a valid 'Permit to work' duly signed by GIPCL during the execution of the job.
9. Painting shall be carried out even when system is in operation. Hence, experienced supervisors are to be deployed for supervision of work.
10. Further layer of Paint has to be applied after giving sufficient drying time to previous layer of paint.
11. Contractor has to arrange & get inspected each layer to the Engineer-in-charge of GIPCL before proceeding to application of next layer.
12. Painting shall be carried out only on thoroughly dry & clean surfaces. Painting shall be applied by brushing only. The workmanship shall be of best quality.
13. The type of paint, thickness of dry film, number of coats etc... shall be as specified in the item of work.
14. All the surfaces shall be thoroughly cleaned from oil, dirt, dust, rust, stains and scale. The method of cleaning shall be by wire brushing, power tool cleaning, water washing, etc. and as indicated in the item of work.
15. The optimum thickness shall be applied by brushing with minimum of brush marks. The coat shall be allowed to hard dry. The coating shall be done in such a way that there should not be any dots, brush marks and spillage marks on the painted surface. At least 24 hours shall elapse between the applications of successive coats.
16. **Quality Check:** - Contractor shall maintain location wise work done reports in the register and get the regular signature from concern GIPCL Engineer for cleaning, surface preparation & applying primer (if applicable), first coat painting & second coat painting at each stage. The same shall be enclosed with bill for payment.
17. Contractor shall ensure proper utilization of paint and avoid wastage like spillage. Approved paint material received & consumption thereof for painting shall be almost match as per recommendations given by manufacturer. Contractor shall have to maintain the register for the receipt of paints and consumption thereof and shall be verified & signed through Engineer-in-charge. Contractor shall also keep up to date record of empty paint drums and same should be verified through Engineer-in-charge for reconciliation of materials inwards and actual consumption.
18. The paint shall be applied as per guideline & specifications given as above for good finishing. However if finishing is not achieved as per requirement, contractor shall have to apply additional coat of paint to get good finishing without any additional cost to GIPCL.



19. Identification of the Building/Equipment/structure after Painting:-

All the buildings/areas/equipments offered for painting in the scope of work is clearly identified for the details like numbering, other informations & labeling, etc. This identification form vital information for operation personnel for system operation. This identification which is to be noted before starting the work is to be repainted by a skilled painter with black paint over yellow painted background having a black border or as directed by Engineer-in-charge. The supply of black & yellow colored paint for identification of equipment shall be in scope of the Contractor and will **not** be provided by GIPCL.

20. Bidder shall follow the recommendation of manufacturer without any additional implication to GIPCL.

The scope of work 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 the scheduled time. All works shall conform to the specifications, safety norms, legal & statutory requirements.

1.3 PAINT MATERIALS

All painting material shall be of GIPCL's approved make industrial paints as per respective item specifications under SoR.

Contractor has to maintain record of each and every material brought to site with material test certificate and gate entry. **Contractor has to submit third party excise gate pass by mentioning GIPCL for the painting materials supplied for the works exclusively.**

Contractor shall arrange to get joint inspection of the procured paint material along with the concern Engineer-in-charge after the same is inward in GIPCL and the bill of same shall be the stamped and signed by Security personnel present at gate. Further, this bill shall be enclosed with the Invoices when submitted as per the "Terms of Payment". GIPCL may verify the reconciliation of paint materials supplied at GIPCL-SLPP with respect to work executed based on manufacturer's standard consumption factor. Any major variation shall not be acceptable.

Third party testing:-

Contractor shall arrange third party testing of paint materials supplied at GIPCL-SLPP for jointly collected random samples of paint materials as directed by Engineer-in-charge. All cost towards testing shall be borne by the contractor. The testing laboratory shall be as decided by GIPCL.

1.4 DISPOSAL OF EMPTY PAINT BARRELS

Contractor shall be responsible for removal and disposal of all the empty drums as per prevailing GPCB norms outside GIPCL premises on every six monthly basis. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of empty drums/barrels by the contractor.

Contractor shall be required to submit written undertaking as per format provided in Annexure-I of enclosed Section-F on every six monthly basis as well as along with the final bill that all the empty paint/primer/thinner drums are disposed off at outside plant 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 final bill 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 final bill.

1.5 GENERAL SCOPE OF CONTRACTOR

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like paint materials, thinner, turpentine, primer, putty, PoP, 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 paint 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. The contractor has to arrange transportation for lifting/shifting the materials at their own.
7. Contractor has to depute their full time experienced site-in-charge & independent Location wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location wise work permits, to get daily location wise work supervision, to record Location wise joint work done reports/measurements, to prepare & apply for manpower gate pass, to maintain statutory & legal compliance records, etc...
8. Contractor has to maintain record of each and every material brought to site with material test certificate and gate entry. **Contractor has to submit third party excise gate pass by mentioning GIPCL for the painting materials supplied for the works exclusively.**
9. Contractor has to submit quality plan prepared jointly with authorized representative of approved manufacturer.

1.6 PLANNING & MONITORING OF WORK PROGRESS

1. After award of the work, Contractor has to submit schedule of work planning for completion of painting work with resources (i.e. manpower and material) mobilization planning within seven days.
2. Contractor shall mobilize the resources at site within 07 days from the date of LOI or work order whichever is earlier. GIPCL will closely monitor the agreed schedule against actual progress of work at site. If contractor failed to carry out work as per agreed schedule and if contractor failed to mobilized required resources (manpower & materials) within seven days from written communication, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 15% overhead charges.

2. PRICE & RATES

This is SoR based contract and final item rates will be derived based on final offered lowest price received through e-Reverse Auction on gross total price



(including GST). Prorata 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 all approved make paints, primer, thinner, crack filler, POP/approved paint putty, other required materials as recommended by manufacturer, consumables, safe storage of materials, wastage, painters, helpers, labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, standard approved MS scaffolding materials, scaffolding arrangement at work site as per approval of GIPCL's Safety Officer, safety equipments & PPEs, legal & statutory compliances, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax (online quoted GST rate by successful final L1 bidder will be considered for deriving final item rates), minimum wage rates to workmen etc 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 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...

Any statutory changes in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.

The rates shall be firm for entire contract period and also during extension, if required and shall not be subject to any escalation in price, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be considered due to any reason whatsoever. No rate 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. Clause no. 26 of Section-A shall be applicable.

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 in MWR (Minimum Wage Rates). However, contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.

Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status 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.

Contractor shall deploy labour/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.

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



3. CONTRACT PERIOD

Contract period will 15 (Fifteen) months from the date of date of issue of Lol or Work Order whichever earlier. The contractor period is including peak monsoon season. External area painting may not be allowed during monsoon season and party/contractor should mobilized resources accordingly to complete the entire scope of work in available working contract period. Mobilization period will be 15 days from the date of issue of Lol or Work Order whichever earlier.

After award of contract, the contractor should have instant kickoff meeting with concern department heads at SLPP and finalize the work completion schedules for each location wise work requirement which includes manpower mobilization schedule (in terms of daily nos. of manpower deployment chart), approval of make, type & shade of material for each ites, resource & material planning with mobilization schedule, location/area wise & item wise micro planning by indicating start date to end date for each & every activity. These schedules shall be prepared & signed jointly as joint protocol.

One copy of work planning protocol shall be submitted to concern department head and same shall be adhered strictly to complete the scope of work as per jointly decided work schedule. GIPCL will monitor the work progress on daily basis with respect to these jointly finalized work schedules and if it is found that the progress is not being achieved at site in line of planned schedule then GIPCL will inform the facts to the contractor and will deploy other agency to cover-ups any such backlog of progress at the risk & cost of contractor with additional 15% overheads.

In order to complete the works timely as per approved completion schedule, contractor shall mobilize sufficient nos. of manpower & required material, resources, tools & tackles etc at locations simultaneously, including independent site supervisors.

Contractor shall have no any right for time extension or compensation or price escalation on account of some delay in handing over of particular front by the GIPCL due to unavoidable circumstances. However, GIPCL, at sole discretion, may grant only time extension at the same rates, terms & conditions against the justifications submitted by the contractor in writing.

4. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the running invoice in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) every month to concern Engineer-in-charge of respective Location in respect of the work performed or completed during the month along with the documents as provided hereinafter. 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 contract value shall be submitted as per clause no.: 1 of Section-C. Security deposit will be returned to the Contractor without any interest after successful completion of one year defect liability



- period from actual contract completion date as certified by Engineer-in-charge as per clause no.: 1 of Section-C.
- (iii) Contractor shall quote the rate/price on estimated cost and applicable GST. Contractor should raise the invoice as per GST act. However, the gross amount of invoice with GST shall be as per their gross total final quoted price. Contractor shall indicate GST % and GST amounts separately on the invoice.
 - (iv) The Contractor shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (v) Any statutory changes (increase/decrease) in taxes & duties will be to GIPCL's account. In case of any reduction and/or removal of taxes, the same shall be passed on to GIPCL.
 - (vi) 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.
 - (vii) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Photo copies of wages register of previous month, photocopies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
 - (viii) 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.
 - (ix) 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 the Contract Period and agreed extension and shall remain unaltered during the Contract Period.

5. SCOPE OF GIPCL

Electric power, water & air shall be made available free of charges at any one point nearer to work site as convenient to GIPCL. Contractor shall make his own arrangements for drawl and distribution to the work site. However before drawl of such energy, contractor shall take prior permission of the same.

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.

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.

8. JOINT MEASUREMENT RECORDING & MODE OF MEASUREMENT

All the works shall be paid based on joint measurements of all the works actually executed at site. Actual measurements of executed works as per scope shall be carried out jointly with GIPCL's Engineer-in-charge concern and contractor's representative.

In order to carry out joint measurement recording at site, contractor shall provide following facilities & arrangements at site for GIPCL's Engineer-in-charge.

- (1) Proper approachable safe scaffolding with ladders, standard hand rails & platforms.
- (2) Arrangements of required safety PPEs like but not limited to standard approved double harness safety belts, safety goggles, fall arrestors, safety net, hand gloves, etc...
- (3) Contractor shall also provide one Engineer along with two or three assistant helpers to GIPCL's concern Engineer-in-charge during joint measurement recording. Contractor's Engineer & helpers shall assist and follow the instructions of GIPCL's concern Engineer-in-charge for safe measurement recording of every completed scope of works.
- (4) Necessary standard & calibrated valid measuring devices like but not limited to measuring tape, Alco meter & other required tools & tackles.
- (5) Any other site specific arrangements or requirements as directed by Engineer-in-charge concern.

The payment will be done according to actual work carried out as per joint measurement by contractor & GIPCL Engineer-in-charge for quantity in M2 as specified in respective item, up to three decimal place.

Detail mode of measurement for decorative painting of plant buildings shall be as under:-



Measurements shall be in accordance with the unit of measurements specified in schedule of quantity up to three decimal place. Payment will be made for actual work done as per field measurements certified by Engineer-in-charge.

The measurement shall be in item wise unit mentioned in Schedule of Quantity for finished product of work done as per detailed technical specifications mentioned in schedule of quantity. The measurement shall be in square meter of painted surface or running meter as applicable. Detail mode of measurement is as under:-

- (i) Outside surface: - Based on sqm of painting surface. Only single time sqm of actual painting surface of the building shall be payable. No co-efficient shall be applied even if in the case of sand face plaster area also.
- (ii) Inside surface: - Same as outside.
- (iii) Deduction of opening :-
 - (a) 50% deduction (each face) for opening exceeding 0.50 sqm but not exceeding 3 sqm each shall be made for reveals, jams, soffits & sills of these openings.
 - (b) 100% deduction (each face) for opening exceeding 3.00 sqm. However payment shall be made for reveals, jams, soffits & sills of these openings.
 - (c) For opening having door/window frame equal to or projecting beyond thickness of wall, full deduction for opening shall be made from each plaster face of wall.
- (iv) Window shutter/Ventilation/Fly proof shutter painting: - Area shall be measured for finished opening size on one side i.e. if size of window opening is 2.80x1.50 and painted on both side. Payment will be made considering one side only.
- (v) Panel door/Flush door/Rolling shutter Painting :- Payment shall be made on measurement of out to out frame of door i.e. area payable for one door of size 2.06 x 0.9 m opening size is 2x2.06x0.9 m for painting inside and outside face of door (Rates are including painting of frames).
- (vi) M.S. Grill Painting:- Area shall be measured Grill size i.e. if size of one Grill is 0.60 x 1.20mt and painted both side of total grill area, Payment will be made considering grill out to out size (i.e. 1x0.60x1.20mt). No co-efficient shall be applied.
- (vii) Door/Window/Ventilator's frame painting :- Area shall be measured on sq. mtr. of actual painting surface shall be payable. No co-efficient shall be applied.
- (viii) M.S. Railing Painting:- It shall be measured in Rmt only length of railing only.
- (ix) Melamine polish:- Actual treated area Shall be measured in sq.mt.

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

The measurement will be as per the unit of measurement specified in respective item description.

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

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

- (i) **Measurement sheet (as per mode of measurement) along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.



- (ii) Contractor's material incoming challans duly stamped & signed by plant gate security.
- (iii) Third party excise gate pass by mentioning GIPCL for the painting materials supplied
- (iv) Contractor's supplied material test certificate/reports as directed by Engineer-in-charge.

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

10. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit each RA 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, etc... along wage certificate pertaining to respective bill period.
- (ii) Written undertaking of site clearance as per clause no. 1.4 above.
- (iii) Notarized Indemnity Bond in case of Final bill.
- (iv) No claim - No arbitration certificate as per Performa (Annexure-D), after releasing final bill payment.

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

11. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 03 days from the time of intimation given by GIPCL.
- b) Contractor shall provide Package wise separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

12. DEFECT LIABILITY PERIOD

The defect liability period of whole work shall be one year after completion of contract as certified by Engineer-in-charge.

During defect liability period, if any defect arises in jobs which have been already executed, shall be rectified by the contractor at free of cost within seven days on receiving the intimation from Engineer-in-charge failing which GIPCL may take suitable action and also engaged third party to carry out rectification work at the risk and cost of the contractor.



13. 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 FORMAT

Sr. No.	Description	Estimated SoR Value without GST (Rs.)	% Service charge (To be quoted by bidder)	Quoted Amount with Service charge (Rs.)	Applicable GST in % (To be quoted by bidder)	GST Amount in (Rs.)	TOTAL QUOTED AMOUNT WITH GST (Rs.)
(A)	(B)	(C)	(D)	(E) = (C) + ((C)x(D%))	(F)	(G) = (E)x(F%)	(H) = (E) + (G)
	Industrial Painting Works for various plant infrastructures & buildings at Surat Lignite Power Plant as per SoR	26,99,000/-	Above/ Equal/ Below				

Note:- (1) Prices 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 with GST as per above column no. (H)

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



SCHEDULE OF QUANTITIES & RATES

Sr. No.	Description	Estimated Quantity	Unit	SoR Rate Rs.	SoR Amount Rs.
1	Providing and painting interior surfaces with two coats of approved first quality Acrylic Distemper paint of approved manufacture, color and shade including cleaning of existing painted surface, removing dirt, dust, old paint, filling cracks with approved crack filler, filling undulations with POP/approved paint putty for making uniform surface (at required place only), scaffolding etc. complete at all elevation with all materials, labour, tools & tackles, safety tools & tackles, including shifting of racks, cupboards, tables etc. for painting of wall and repositioning of the same after completing the work, etc... all complete as directed by Engineer-in-charge	1500.000	Sqm	44.00	66,000.00
2	Providing and painting interior surfaces with two coats of first quality approved Oil paint of approved manufacture, color and shade including cleaning of existing painted surface, removing dirt, dust, old paint, filling cracks with approved crack filler, filling undulations with POP/approved paint putty for making uniform surface (at required place only), scaffolding etc. complete at all elevation with all materials, labour, tools & tackles, safety tools & tackles, including shifting of racks, cupboards, tables etc. for painting of wall and repositioning of the same after completing the work etc... all complete as directed by Engineer-in-charge .	1000.000	Sqm	71.00	71,000.00
3	Providing and applying to exterior surfaces two coats of first quality approved exterior emulsion paint of "Berger - Walmasta" or "Asian" make "ACE" exterior emulsion paint of approved color and shade over a coat of exterior sealer on existing painted surfaces as per manufacturer's recommendations including cleaning of existing surface using wire brush, removing all dirt, dust, filling of crackes with approved crack filler, preparing surface for applying painting evenly,scaffolding etc. complete at all elevation as directed by Engineer-in-charge with all materials, labour, tools & tackles, safety tools & tackles etc... all complete.	8000.000	Sqm	63.00	5,04,000.00
4	Providing and applying two coats white washing (lime paint) of approved manufacture with mixing of "Fevicol" or equivalent approved adhesive @ 200gm per 10kg lime, on existing painted surfaces including cleaning of existing surface using wire brush, removing all dirt and dust, preparing surface for applying painting evenly, scaffolding at all elevation with all materials, labour, tools & tackles, safety tools & tackles etc... all complete as directed by Engineer-in-charge.	1000.000	Sqm	17.00	17,000.00



Sr. No.	Description	Estimated Quantity	Unit	SoR Rate Rs.	SoR Amount Rs.
5	Providing and painting interior surface with two coats of "Berger - Silky Luxury Emulsion" or "Asian - Royal Luxury Emulsion" paint of approved colour and shade as per manufacturer's recommendation including cleaning of existing painted surface, removing dirt, dust, old paint, filling cracks with approved crack filler, filling undulation with POP/approved paint putty for making uniform surface (at required place only), applying approved primer as per manufacturer's recommendations with tools, tackles, safety tools & tackles, scaffolding etc. complete at all elevation as directed by Engineer in charge. (Rates are including shifting of racks/cupboard tables etc. for painting wall and reshifting to the same location after completing the work).	5000.000	Sqm	93.00	4,65,000.00
6	Providing and applying to exterior surfaces two coats of "Asian - Apex Weather proof exterior emulsion" or "Berger - Weather coat" exterior emulsion paint of approved color and shade over a coat of exterior sealer on existing painted surfaces as per manufacturer's recommendations, including cleaning of existing surface using wire brush, removing all dirt and dust, filling cracks with approved crack filler, preparing surface for applying painting evenly, scaffolding etc. complete at all elevation as directed by Engineer-in-charge with all materials, labour, tools and tackles, safety tools & tackles etc... all complete.	10000.000	Sqm	74.00	7,40,000.00
7	Providing and painting interior surface with two coats of first quality approved acrylic emulsion paint of approved manufacture, colour and shade including cleaning of existing painted surface, removing dirt, dust loose paint, filling cracks with crack filler, filling undulation with POP/approved paint putty for making uniform surface (at required place only), tools, tackles, safety tools and tackles, scaffolding etc. complete at all elevation as directed by Engineer in charge. (Rates are including shifting of racks/cupboard tables etc. for painting wall and reshifting to the same location after completing the work).	8000.000	Sqm	71.00	5,68,000.00
8	Providing & painting MS window of Z section with MS square bar with one coat of minimum 40 micron DFT High Build ZP Primer & two coats of Synthetic Enamel paint, each coat of minimum 25 micron DFT, including cleaning of existing painted surface, removing all rust, dirt, dust, loose paint, providing required scaffolding, with all materials, labour, tools & tackles, safety tools & tackles at all height including cost of scaffolding, etc. all complete as per instructions of Engineer-in-charge. Area shall be measured for finished opening size on one side i.e. if for window opening 2.80x1.50 and painted on both side, payment will be made for one side only.	1000.000	Sqm	69.00	69,000.00



Sr. No.	Description	Estimated Quantity	Unit	SoR Rate Rs.	SoR Amount Rs.
9	Providing and painting MS Door, Rolling shutter, Wooden door, etc... with one coat of minimum 40 micron DFT High Build ZP Primer and two coats of Synthetic Enamel paint, each coat of minimum 25 micron DFT, with required synthetic thinner including cleaning of existing painted surface, removing all rust, dust, dirt, loose paint, providing required scaffolding, with all materials, labour, tools & tackles, safety tools & tackles at all height including cost of scaffolding, etc. all complete as per instructions of Engineer-in-charge. Rates are including painting of frames. Payment shall be made on measurement of out to out frame of door i.e. area payable for one doors/rolling shutters of 2.06 x 0.9 sqm opening size is 2x2.06x0.9 sqm for painting inside and outside face of door/rolling shutter.	500.000	Sqm	82.00	41,000.00
10	Providing & painting of Barbed wire fencing with approved first quality aluminum paint, each two coats 25 micron. Barbed wire 10 straight rows and 4 cross rows in each span. Length of fencing will be considered for measurement. Painting of MS angle posts/RCC post shall be measured seperately and same shall be paid in item no. 9 or 2 of this package, whichever is applicable.	1000.000	RM	49.00	49,000.00
11	Providing and applying two coats of first quality approved aluminum paint (each coats of minimum 20 micron thickness) over a one coat of High Build ZP Primer on 2.4 mtr. high chain link fencing including providing painting of chain link from inside and outside supporting members fabricated from angles, gates and its supporting including cleaning of existing painted surface for removing all dust and dirt, cleaning surface with wire brush and sand papers up to maximum possible extent and then applying two coats of aluminum paint with brush, providing scaffolding and safety tools, tackles, all required paint material, labours etc. complete up to the entire satisfaction of Engineer-in-charge.	1000.000	Sqm	60.00	60,000.00
12	Same as above but painting of steel structures of PVC coated chain link fencing.	1000.000	Sqm	49.00	49,000.00
	Total SoR Amount PKG-G without GST & profit >>>				26,99,000.00



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 OF BANK GUARANTEE FOR ORDER PERFORMANCE

(To be Stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.....

Date

Bank Guarantee Cover period from to

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

Dear Sir,

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

(Name & address of Bank) having its Head Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) do hereby irrevocably guarantee and undertake to pay the Purchaser, on written demand any and all moneys payable by the CONTRACTOR to the extent of (in figures) (in words) as aforesaid at any time up to (days/months/year)

**..... without any demur, reservations, contest, recourse or protest and/or without any reference to the CONTRACTOR. Any such demand made by the Purchaser on the bank shall be conclusive and binding notwithstanding any difference between the Purchaser and CONTRACTOR of any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

....2



(2)

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

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

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

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

.....

Signature

Banker's rubber stamp:

Name

Designation with
Bank stamp:

Attorney as per power of
Attorney No.

Dated:



3.0 **ANNEXURE-C**

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period: FromTo

To
M/s. Gujarat Industries Power Company Limited
At & Post – Nani Naroli
Taluka: Mangrol
Dist.Surat-394 110

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification No.....Dated.....

M/s..... having its
Registered/Head office at.....

(Herein after called the Bidder) wish to participate in the said Bid for

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

We, the Bank at, having
our Head Office at (local address)

..... Guarantee and undertake
to pay immediately on written demand by Gujarat Industries Power Company Limited
(hereinafter called the "Purchaser")

(In figures) (In words)

..... without any reservation, protest, demur and recourse.

Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the Bidder, thus far and no further.

Contd....2



(2)

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

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

.....
(Signature)

.....
(Name)

Designation with Bank

Stamp:

Attorney as per Power of
Attorney No.

Dated



4.0 ANNEXURE-D

PERFORMA CERTIFICATE (No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____ **Dated**_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.



5.0 **ANNEXURE-E**

TOOLS AND TACKLES TO BE PROVIDED BY CONTRACTOR

Sr. No.	Tools and equipments	Purpose/Use
1	Knives	
	Putty knife	For applying putty to cover dents, undulations, cracks, knots in wooden surfaces.
	Scrapping knife	For removing old paints and hard materials form surface and not to use on oily or greasy surface directly.
	Chiesel knife	For cutting hard old thick paint
	Moulding knife or contour knife	For scrapping or rubbing on peculiarly shaped/contours like statue, ornamental carving, curved protions, etc.
	Pallet knife	For mixing the paint in drums
	Stencil knife	For cutting stencils
2	Brushes	
	Flat brush	For painting generally flat wooden and metal surfaces
	Round brush	For painting very large areas quickly for preparatory application.
	Curve brush	For painting curved surfaces of irregular design.
	Taper brush	For white washing covering large area of contact.
	Wall brush or ground brush	For painting walls
	White wash brush	For white washing
	Calimine brush	For applying calcimine or water paint to ceiling and walls and not used for applying oil paint.
	Dust brush	For removing dust, dirt before painting
	Wire brush	For removing tightly adhering rust on metal surfaces.
	Stencil brush	For stencil work
	Artist brush	For lettering/arts
	Stippler brush	For painting on very rough surfaces.
3	Blow lamp	For removing thick old paint form metal surfaces by heating and not used on wood, glass, cement surfaces.
4	Pallet board	For mixing various colours by artists.
5.	Plumb ball	For drawing vertical lines
6.	Emery sheets available in four types: Sand papers,	For removing unwanted materials and creating surface roughness.



Sr. No.	Tools and equipments	Purpose/Use
	Cloth emery, Waterproof emery, Abrasive stones	
7.	Shade card	For choosing shades of a single colour.
8.	Stencil paper	For cutting or making stencil
9.	Viscosity	For measuring the consistency or flow of paint.
10.	Elcometer	For measuring dry film thickness (DFT) of paint in microns and this works on electromagnetic principle.(1 micron =0.001 mm)
11.	Gloss meter	For measuring gloss value of dry paint film.
12.	Wet flattening machine	For flattening the putty applied areas.
13.	Drop sheet	Available in the form of paper, gunny bag, polythene paper etc. to protect flooring and furniture from paint particularly used for ceiling and interior works.
14.	Ladder	Essentially used for painting ceiling, side walls, etc.
15.	Masking tape	For covering areas which are not to be painted.
16.	Paint bucket	For containing paints for painting.
17.	Straight edge/ruler	For drawing straight line bands, border line, etc.
18.	Strainer	For filtering the paint to remove dust, dirt and other insoluble materials before applying paint on the surface.
19.	Bush holder	For keeping brushes after completing the painting.
20.	Rubber block	For flattening small, curved areas where wet flattening machine can not be used.
21.	Spray Gun	For painting the surfaces by mode of spraying.



6.0 **ANNEXURE-F**



GUJARAT INDUSTRIES POWER COMPANY LIMITED **(Surat Lignite Power Plant)**

SCHEDULE OF DEVIATION

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

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

COMPANY SEAL

.....

SIGNATURE

NAME

.....

DESIGNATION

COMPANY

DATE



7.0 **ANNEXURE-G**

(To be submitted on Company's Letter Head)

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

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

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

PLACE:

DATE:

Signed and Stamped by the
Authorized Signatory of the Bidder

8.0 **ANNEXURE-H**

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

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

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

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

PLACE:

DATE:

Signed and Stamped by the
Authorized Signatory of the Bidder



9.0 **ANNEXURE-I**

(To be submitted on Company's Letter Head on six monthly and with final bill)

Declaration & Undertaking for disposal of empty paint drums/barrels

I _____ on behalf of (Name of contractor) hereby confirm that I/We have taken all our empty paint drums & barrels to outside of SLPP premises on date _____ through our vehicle/s no./s. _____. We also declare & confirm that all these empty paint drums/barrels have been disposed as per prevailing GPCB (Gujarat Pollution Control Board) norms/guidelines and shall indemnify, keep harmless the GIPCL against any future liabilities or consequences in this regard.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall amount to legal action, including forfeiting of our security deposit/pending dues and also to disqualification for future bid participation of GIPCL.

PLACE:

DATE:

Signed and Stamped by the
Authorized Signatory of the Contractor

10.0 **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

11.0 **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