



GUJARAT INDUSTRIES POWER COMPANY LIMITED

(Surat Lignite Power Plant)

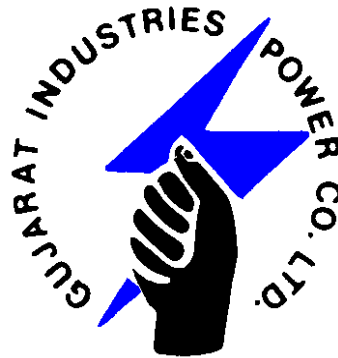
AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)

Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080

TENDER DOCUMENTS FOR;

***Annual Rate Contract for Housekeeping services
at SLPP-Colony for the two years of Contract
Period 2017-2019”***

***SLPP/Civil/Colony/Housekeeping/2017-19
(Tender ID-235295)***



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**



INDEX

<u>Sr. No.</u>	<u>PARTICULARS</u>	<u>PAGE NO.</u>	
		<u>From</u>	<u>To</u>
(1)	<u>NOTICE INVITING TENDER (NIT)</u>	3	4
(2)	<u>SECTION – A</u> (Instructions to Bidders)	5	19
(3)	<u>SECTION – B</u> (Instructions to Bidders for online tendering)	20	20
(4)	<u>SECTION –C</u> (General Conditions of Contract)	21	36
(5)	<u>SECTION –D</u> (Special Conditions of Contract)	37	48
(6)	<u>SECTION–E</u> (Schedule of Rates)	49	57
(7)	<u>SECTION – F</u> (Annexures and Forms)	58	64

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



NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/Civil/Colony/Housekeeping/2017-19(ID- 235295)

Name of work	Surat Lignite Power Plant - 4X125 MW, Unit # I to IV: Annual Rate Contract of Housekeeping services for Colony, At & Po. Nani Naroli, Taluka Mangrol, Dist.Surat
Place of work	GIPCL Colony, 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 BOQs.
Contract period	02 years from the date as mentioned in order.
EMD	Rs. 75,000/- (Rupees Seventy Five 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. 3,000/- (Rupees Three Thousand only) by Demand Draft in favor of GIPCL payable at Motamiya-Mangrol or Nani Naroli.
Pre Bid meeting	On 16.12.2016, 11:00 hrs. at office of GIPCL-Surat Lignite Power Plant, Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Availability of online e-Tender document	On website: https://www.nprocure.com or https://gipcl.nprocure.com
Last date of online submission of offer	30.12.2016 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 03.01.2017, 16:00 hrs at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.

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:-

Addl. 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



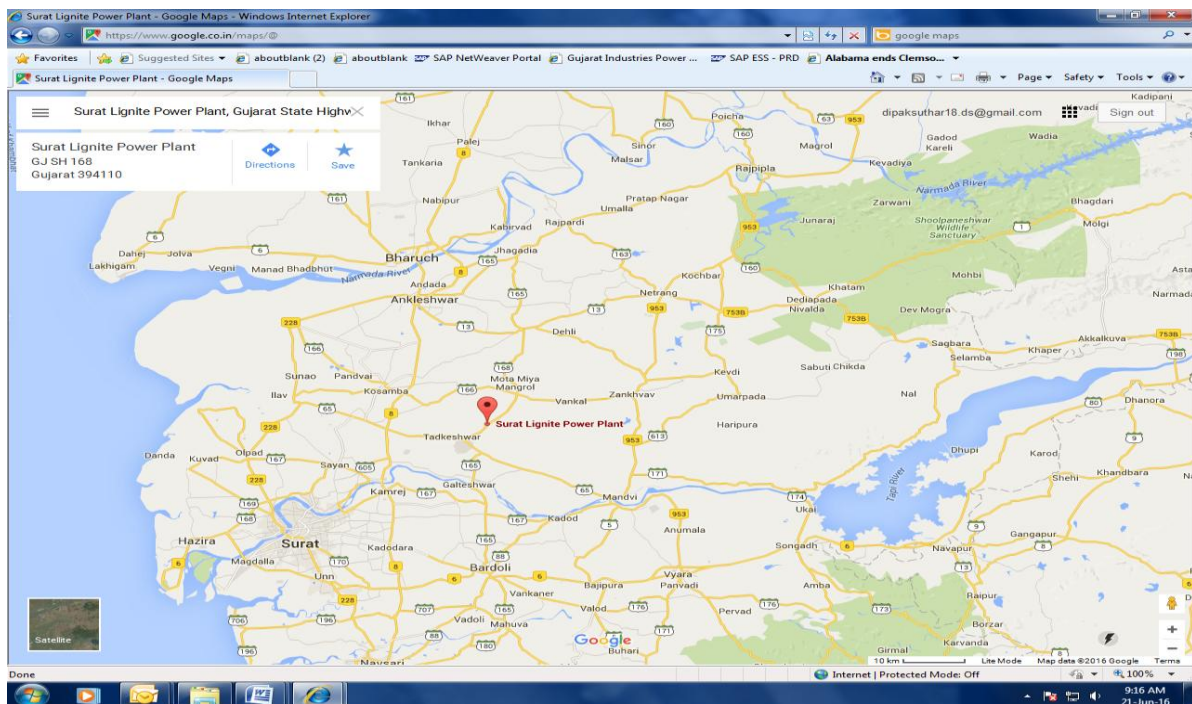
SECTION-A INSTRUCTIONS TO BIDDERS

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. 51 MW Wind Energy Farm Project is under installation and commissioning stage. GIPCL has issued Lol (Letter of Intent) for 26 MW and 71.40 MW Wind Energy Farm Projects. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

Surat Lignite Power Plant (SLPP) with four units of 125 MW 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 Annual Rate Contract of Housekeeping services for Colony Residential Area, Public Place in colony, Swimming pool, Guest House, School Building, Car parking, Roads etc.. for two years of contract period at SLPP- Colony and is therefore inviting open online tenders offers from experienced & resourceful contractors.

2. **SCOPE OF WORK**

The scope includes housekeeping work for all the Quarters, common utilities, offices, public utility building, School Building & Swimming pool at Colony including day to day cleaning of floors, walls, toilets, passages etc., as mentioned in schedule given herewith including periodically cleaning of tanks, roads, drains, swimming pool etc. as per the schedule attached herewith.

The scope of work also includes handling & maintenance of swimming pool for which contractor shall arrange one operator, one cleaner & one trainer (life guard).

- 2.1 The scope includes housekeeping work for all the all the Quarters, common utilities, offices, public utility building, School Building & Swimming pool at Colony including day to day cleaning of floors, walls, toilets, passages etc., as mentioned in schedule given herewith including periodically cleaning of tanks, parking, roads, drains, swimming pool, collection & disposal of garbage from various locations through tractor with standard hydraulic trolley/ Hand Cart etc. as per mentioned in schedule of frequency given in regular scope of SoR (Section-E) including periodic cleaning surrounding area of Residential and utility building, storm water drain cleaning etc., as per the time to time instructions given by Engineer-in-charge as per scope of works mentioned under special items in special Item scope of SoR (Section-E).
- 2.2 The scope of work also including supply of housekeeping materials like Soft Brooms, Coco Brooms, Yellow Duster, White Duster, Floor Duster, Scotch Brite, Stick Mope, Rubber Brush, Steel Rubber wiper with handle, W.C. Brush, Scavenging rods, cleaning material i.e. acid, phenyl, odonil, naphthalene balls, vim powder, baygon spray, liquid soap, nirma powder, cooline, harpic, drainex, room spray, spray pump, etc., with necessary tools, tackles, equipments, buckets and tumblers for cleaning purpose.
- 2.3 Scope of work also includes supply of temporary unskilled manpower with tools-tackles as when requirement.
- 2.4 The detail scope of work is mentioned in clause no. 1 of enclosed Section-D (Special Conditions of Contract).

The technical activity estimate sheet is given in enclosed Section-E as under:

1. Section-I (Housekeeping Services for regular Item).
2. Section-II (Special Housekeeping Services as & when require basis)

- 2.5 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.
- 2.6 Quantum of job mentioned against all items in the price bid (schedule of rate) are indicative only & may vary as per site requirement and not to be construed as maximum or guaranteed quantity. The quantities shown in the



price bid (schedule of rate) are approximate quantities for the contract period and they may vary as per job requirements.

- 2.7 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, 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 rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to quote for all the section of Price Bid. However, GIPCL reserves the rights to allot works of all the Sections to a single Bidder or GIPCL may split the contract between two parties for Housekeeping Services (Section-I to II). In case of splitting of the contract between two parties, the L2 Bidder shall match the rate with L1 Bidder.
- 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 Pre-Bid meeting 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 A Pre-Bid meeting will be organized by the Company as per details given in NIT (Notice Inviting Tender) at GIPCL - SLPP. Bidders or his authorized representative with authorization letter shall attend the Pre-Bid meeting.



Bidders may seek any clarifications from the Company on their written request regarding the tender document.

- 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 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.

4. PLANT/COLONY VISIT

The Bidder is advised to visit the Colony of Surat Lignite Power Plant (SLPP) after downloading the tender copy from website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself 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 submission of tender by a contractor implies that he has read these instructions, conditions of the contract etc. and has himself aware of the scope, nature of works & specifications of the works to be done. GIPCL will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, requirement of materials, equipment, tools & tackles, 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.



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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, importance of work, round the clock working conditions, safety requirements, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

The % above, equal of below SoR quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

5. ELIGIBILITY CRITERIA

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

5.1 Bidder should possess minimum **Three years** of industrial work experience **out of last five years** (as per following Cl. No. 5.2) in similar nature of manpower oriented jobs like Manpower supply, Housekeeping etc... in Residential Colony area, Power Plants & Process Industries 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 defined hereunder during last **three years out of last five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. along with certified copies of documentary evidence preferably photo copies of work experience from the clients. The experience should be either of the following:

a. **One similar completed work each costing not less than the amount equal to 22.40 lakhs.**

OR

b. **Two similar completed work each costing not less than the amount equal to 14.94 lakhs.**



OR

c. Three similar completed work each costing not less than the amount equal to 11.20 lakhs

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

- 5.3** 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.
- 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 Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.8** **Bidder should have minimum annual turnover of Rs. 11.20 lakhs for last three financial years i.e. 2013-14, 2014-15 & 2015-16.** 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** The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 5.10** Bidder has to submit Service Tax registration number. Copy of the same shall be submitted.
- 5.11** 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.

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. PRE-BID MEETING

A pre Bid meeting will be arranged at office of Surat Lignite Power Plant as per details given in the NIT (Notice Inviting Tender). All the Bidders are required to attend or send their authorized representative along with authorization letter for attending this meeting. It is desired to attend the Pre-Bid meeting to understand scope of work with respect to estimated requirements of manpower, supervisors, tools & tackles, statutory & legal requirements, special requirements etc.

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. 75,000/- (Rupees Seventy five thousand only) and Nonrefundable Tender fee Rs. 3,000/- (Three Thousand only) shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

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

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 BIDDER 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 8.9.

8.7 No interest shall be payable on EMD.

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



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: Addl. 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 (10 lines) Fax : (02629) 261073 / 261074
--	--

9. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online through website: <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 and EMD 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-E in Section-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 duly 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. Service tax registration number/certificate copy.

(b) Price Bid:

1. Percentage Rate Price Bid shall be submitted online only.
Note: Estimate includes cost of all manpower, materials, supervision, equipments, vehicles, consumables, tools & tackles, transportation, Safety, legal & statutory compliance, mobilization etc...
2. Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR %age below the estimated value OR %age above the estimated value in online Price Bid only."**
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. **Escalation rate at 5% will be considered (only for section-I) for second year.**

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 authorised partners or other authorised 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 authorised 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 02 years from the date of actual commencement of operation of the contract as stated in the Special Conditions of Contract ('Contract Period').
- 17.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates, terms and conditions without any price escalation and entering into any new contract.
- 17.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates, terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

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 "Annual 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 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 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 retention period of three 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 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period

18. 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 colony premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the



workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.

- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like safety helmets, dust masks, gum shoes/safety shoes, uniform and other necessary PPEs for properly undertaking the operations involved under this contract. 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 (as required)
 - d) Ear plug / Ear muff (as required)
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as Site-In-Charge to co-ordinate with concern GIPCL engineers and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint supervisors who shall co-ordinate with GIPCL's Engineer-In-Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by concern Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 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) During working in high risk area, the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

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



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 with tractors & hydraulic trolleys 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 any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place
- (v) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

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 SPECIFICATION

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

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

24. PAYMENTS

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



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

26. QUANTITIES

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

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

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> only. No physical submission of price bid will be entertained as it should be furnished online 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 Infotower, 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 online 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 "Annual 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 retention period of three 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 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period. However, any delay in submission of initial SD will result in equivalent late release of entire SD after guarantee period.

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. Contractor shall mobilize required resources within 04 hrs to meet the emergency requirements and in case contractor fails to complete the emergency jobs related to colony area, GIPCL will engage third party and will recover expenses from contractor's R.A. bills, Security Deposit and / or whatsoever for expenses incurred to complete the job along with additional 15% overhead charges.

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

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

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

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 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 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 Addl. 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. 24 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 Colony/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 Colony/SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 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 Colony/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 colony premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant/colony.
 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 has to make payment on or before 7th of every month through bank. 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 colony 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 colony area. 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 Colony/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 Colony/Plant for the work.

16. GENERAL SAFETY CLAUSES

1. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL colony/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, Colony & 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 is solely responsible for any safety measures during housekeeping work. He has to ensure that all the workmen working at colony site are equipped with essential PPE's and proper safety arrangement is made at the Colony/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 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 Colony/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	<ul style="list-style-type: none"> • Rs. 500 /- per instant. • After three incidence,



		<p>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.</p>	<p>Per incidence Rs. 2500/-</p> <ul style="list-style-type: none"> • Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
		<p>Unsafe working practices at height more than 3 meters</p>	
		<p>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..</p>	
C	Unsafe Practices	<p>Breach of safe practices by a particular person repeatedly for three times.</p>	<p>Suspend the entry gate pass for one week.</p> <p><input type="checkbox"/> After two suspensions his gate pass will be cancelled.</p>

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

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time independent experienced site-in-charge and independent site supervisors at site. They shall co-ordinate with concern GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing, safety of workers etc. Such person shall function from site office of contractor at GIPCL Colony.
- e. 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.
- f. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- g. 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.
- h. 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.
- i. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation (**only 5% escalation in the item rate (only for section-I) will be considered for second year**), 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.
- j. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety



- PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations, failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per above clause no. 16) and/or termination of contract.
- k. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
 - l. 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.
 - m. 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 etc.
 - n. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
 - o. 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.
 - p. 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.
 - q. 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.
 - r. 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, cut pieces or other matter of an offensive nature shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR to some pit or place provided by him away from the site of work and approved by local authorities.

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

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 colony at discretion of GIPCL if available.
 - c. Workshop facility as available at site only on chargeable basis. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
 - d. First aid facilities as available on chargeable basis.



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

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

22. WORK MEASUREMENT/CERTIFICATION

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large colony of 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 authorised 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 OUTSIDE PREMISES OR NOT DURING THE THE COURSE OF EMPLOYMENT: (OFF DUTY COVERAGE)

The contractor shall provide off-duty insurance coverage (Medical + Death Benefit) sum of Rs. one Lac (Nagrak Suraksha Policy or Equallent) to all its workmen deployed at GIPCL-SLPP Colony site for the accident taking place outside the Company premises anywhere in any capacity and in whatsoever may be the manner. Premium amount would be around Rs. 95/- plus Service Tax per person per year.

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. 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 Colony 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

29. Uniform: The contractor shall issue three pairs of stitched uniform to contract workmen (Pant-Shirt for men and Sari-Blouse to women workers). However brand of fabric will be **MAFATLAL**. The color of the uniform shall be as indicated by GIPCL. The uniform should be issued to workmen within one month from the date of commencement of the Contract, otherwise penalty will be imposed

30. Adhoc Allowance: Considering the inflation and financial conditions prevailing in the market, to compensate the contractor towards the benefits of adhoc allowance. Contractor shall pay additional adhoc allowances to the specified workmen per month.

31. Legal matters pending before the Court: 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.

32. Annual Health Check-up: As per Statutory requirement Contractor has to inform workmen deployed at Site for Annual health check-up as per schedule prepared by HR&A Dept .



- 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 the applicable law as per applicable rates.
- The Contractor shall not engage workmen below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- The contractor shall conduct pre-employment medical check-up and periodic medical check-up of his workmen employed by him as per applicable laws.
- 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.

33. 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

SCOPE IN COLONY AND SCHOOL AREAS:

The scope includes housekeeping work for all the all the Quarters, common utilities, offices, public utility building, School Building & Swimming pool at Colony including day to day cleaning of floors, walls, toilets, passages etc., as mentioned in schedule given herewith including periodically cleaning of tanks, parking, roads, drains, swimming pool, collection & disposal of garbage from various locations through tractor with standard hydraulic trolley/ Hand Cart etc. as per mentioned in schedule of frequency given in SoR (Section-E) including periodic cleaning surrounding area of Residential and utility building, storm water drain cleaning etc., as per the time to time instructions given by Engineer-in-charge as per scope of works mentioned under special items in special Item scope of SoR (Section-E).

The scope of work also includes handling & maintenance of swimming pool for which contractor shall arrange one cleaner & one trainer (life guard).

Contractor shall provide all materials like Soft Brooms, Coco Brooms, Yellow Duster, White Duster, Floor Duster, Scotch Brite, Stick Mope, Rubber Brush, Steel Rubber wiper with handle, W.C. Brush, Scavenging rods, cleaning material i.e. acid, phenyl, odonil, naphthalene balls, vim powder, baygon spray, liquid soap, nirma powder, cooline, harpic, drainex, room spray, spray pump, etc., with necessary tools, tackles, equipments, buckets and tumblers for cleaning purpose. Contractor shall be responsible to provide and use only good quality branded & approved cleaning materials & tools/equipment and shall maintain sufficient stock of every items for the fulfillment of the work. Contractor shall have to make arrangement to bring required quantity of housekeeping materials as per schedule provided herein under clause no. 2.1. Contractor shall ensure proper entry of all these materials inside the colony and copy shall be submitted to Engineer-in-charge. Contractor shall also make an arrangement for keeping proper record of material issue and consumption as directed by Engineer-in-charge.

The scope of work also includes collection & disposal of daily generated garbage from each quarters of colony and other unwanted materials by providing Hand Cart/ tractor with standard size hydraulic trolley attachment along with driver & labours. The RTO passing of Tractors & hydraulic trolleys (minimum capacity 2.83 M3 with all four sides closed and having hydraulic arrangement for unloading) shall be of not more than six years and shall be deployed under this contract along with necessary valid legal documents like copies of RC book, PUC certificate, Vehicle insurance policy, Vehicle fitness certificate (as applicable), valid driving license, etc... with required manpower and consumables including segregating re-cycle waste & food waste properly as directed by Engineer and in-charge and also disposal of collected garbage outside the colony premises periodically or periodic controlled fire of garbage etc... complete as directed by Engineer-in-charge.



Scope of work also includes supply of temporary unskilled manpower with tools-tackles as when requirement.

NOTE:

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

1.1 INSPECTION OF SITE (AREA OF WORK) BY BIDDERS

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, hot areas, quantum of dusting, importance of work, safety requirements, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity/frequency of various items of the work, the availability of local labour, availability & rates of material, local working conditions, uncertainties of weather, obstructions & hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL. The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

1.2 TOOLS & TACKLES AND HOUSEKEEPING MATERIALS

For proper housekeeping of the area, the contractor is required to maintain sufficient quantity of tools & tackles in good working condition with sufficient quantity of housekeeping materials at site. For proper execution of the work, contractor is required to maintain sufficient number of tools & tackles including grass/weed cutting tools, housekeeping tools & tackles, bucket, rope, PVC pipes, Drainage cleaning rods etc. in good working condition at site.

The estimated list of housekeeping materials for Section-I is as under. Contractor shall note that this list is not exhaustive and if any additional materials, tools & tackles are required for proper performance of the contract and to maintain good hygienic condition, the contractor shall also arrange the same immediately with no extra cost to GIPCL.

Sr. No.	Description of Tools, Tackles & Materials	Quantity per Month	Unit
1	Washing powder	20	Kg
2	Flavored Naphtha ball	4	Kg
3	Odonil-75 gms	50	No.
4	Baygon spray	5	Liter
5	Black Phenyl confirming to IS	50	Liter



6	Cleaning Acid	15	Liter
7	Toilet soap-life Buoy-125gm	30	No.
8	Coolin	2	Liter
9	Harpic-500ml	9	No.
10	Dranex-100ml	15	No.
11	Room Spray -500ml	05	No.
12	Spray Pump	3	No.
13	Soft Brooms	40	No.
14	Coco Brooms	50	No.
15	Floor Cleaning Cloth	70	No.
16	Stik Brooms (long handle-15 to 20 ft)	6	No.
17	W.C. Brush	8	No.
18	Steel Rubber Wiper With Handle	6	No.
19	Long Handle Road Brush	3	No.
20	Scotch Brite-10x15cms	10	No.
21	Yellow Duster	10	No.
22	PVC Water Pipe	1	Bundle
23	Rubber Butch	10	No.
24	Bucket	2	No.
25	Supadi	4	No.
26	A set of drainage cleaning MS bars (20 nos) for removing of chock ups.	01	1 set/ Year

Note: Above mention quantity is indicative only. However for hygienic & best cleaning, if more cleaning materials, tools & tackles are required, contractor has to arrange on their own and same may considered for bidding.

Contractor shall keep up to date record of monthly tools, tackles and material received and location wise daily material issued quantities in a register for proper accounting of the use of these materials. The register shall be checked by concerned Engineer-in-charge periodically and if any discrepancy is observed, Engineer-in-charge shall take suitable action.

1.3 MATERIALS, TOOLS & TACKLES COVERED IN CONTRACTORS SCOPE

- All cleaning chemicals and substances like naphthalene balls, toilet fresheners, pest control Spray, Approved liquid soap, washing powder, utensil cleaner, White phenyl, Black phenyl, Acid, Spray pump, Room spray, Glass cleaner, toilet/Urinal/Wash basin cleaner, Drain chock up remover, etc... as mentioned in Section-E shall be supplied by contractor and shall be maintained in sufficient quantity for maintaining highest standard of hygiene.
- The contractor shall arrange quantities of above mentioned material every month. However, if it is found insufficient for maintaining hygiene condition, contractor should arrange additional required material for which he will not claim any additional payments.
- The contractor will have to make his own arrangement for all tools & tackles like soft brooms, coco brooms, yellow duster, white duster, floor duster, scotch brite, stick, mope rubber brush, steel rubber, wiper with handle, WC brush, and telescopic road for cleaning of ceiling of open air theater, Town Centre, etc...



- A set of MS bars (20 nos) for removing of chock ups procure in a year and maintain it, if additional bars required, the contractor shall also arrange the same immediately with no extra cost to GIPCL.
- Assessment of material consumption per month is mentioned above in clause no. 1.2. This assessment is minimum consumption for indication purpose only. However, contractor shall arrange additional quantities required for maintaining hygiene condition without any additional cost to GIPCL.

1.4 SCHEDULE OF HOUSEKEEPING

Contractor shall deploy suitable manpower along with supervisors to carry out housekeeping works.

The contractor shall deploy their sufficient full time supervisors & overall site-in-charge for day to day monitoring, to check the frequency & quality of housekeeping regularly and to get the daily certification of work done from concerned GIPCL's representatives. Various housekeeping activities shall be carried out as per the frequency specified by GIPCL.

The work is of specialized nature and the contractor should be fully conversant with modern practices and should be able to carry out Housekeeping works independently. The contractor shall therefore be required to engage qualified / experienced personnel.

1.5 WORK, WORKMANSHIP AND PENALTY

- a. The agency has to ensure that the cleaning of colony areas, offices, furniture, toilets etc... are completed timely every day. Other areas like lobbies, corridors, stairs, unman areas, etc... can be cleaned on suitable timings as decided by GIPCL. However, the agency has to ensure that minimum noise is generated during cleaning operations.
- b. The work is to be carried out for all the days throughout the contract duration of including all Sundays and Holidays as per area wise specified frequency.
- c. The time of work will be decided by GIPCL. Cleaning work shall be carried out during shift timing also, if required.
- d. The contractor will have to engage sufficient number of persons to carry out the work effectively and efficiently to fulfill the terms and conditions of this contract. Contractor will be responsible for the overall control and supervision of the work.
- e. The contractor shall issue Appointment letter & Identity Cards to all employees engaged by them with the instructions that the same should be produced by them on demand and shall, at all times, keep the Identity Card while on duties.
- f. The contractor will deploy the trained, experienced supervisor, competent for carrying out the job in a proper way.
- g. The contractor shall fulfill all the legal formalities such as minimum wages, payment of wages, labour license, employee compensation, P.F., Bonus, leave and all other statutory provision as applicable under the contract act.
- h. The contractor shall produce PF challans with ECR and other documents along with bill for previous month of the billing month.
- i. All the work must be done as per the specification properly in proper order in time. Workmanship shall be of highest professional standard.
- j. No person under the age of 18 years shall be engaged by the contractor and be not permitted entry into work area.



- k. The contractor shall observe all the safety & security rules & regulation, work permit system of the company which is at present in force and which may come into force during the pendency of the contract.
- l. In case of any complaint on cleanliness at any place, a penalty of Rs. 500/- per complaint per day will be deducted from the contractor's monthly bill in addition to measurement deduction.
- m. In case, if contractor fails to attend housekeeping services for scheduled program activity arranged in Colony premises on demand as per scope of work, a penalty of Rs. 1000/- per day will be deducted from the contractor's monthly bill. Contractor shall submit work done report to the concerned GIPCL.
- n. The contractor's senior executive should visit once in a month to the GIPCL's colony premises and note down the problems and solve problems reported by the authorized officer.
- o. No employees, agent or sub-agent of the contractor shall smoke or light anything within the work premises or carry match box/lighter or any other explosive and / or inflammable material inside the colony/plant.
- p. The contractor or its staff/ workers shall not damage any property of GIPCL. In case of default the damages as assessed by the authorized officer of GIPCL, whose assessment shall be final & binding to the contractor and the same amount will be recovered from the bills.

1.6 FAILURE DURING EMERGENCY

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

1.7 SPILLAGE OF MATERIAL

Contractor shall take due care to avoid any spillage of material while loading / transporting / handling. To avoid spillage of material, overloading / heaping shall be avoided by the contractors. Tractor trolleys shall be in good condition & leak proof to avoid any leakage of materials. In case of any spillage, contractor shall have to remove the trolley immediately from site and contractor shall be responsible to clean up that area at their cost otherwise GIPCL shall get the work done by other agency at contractor's risk and cost with additional 15% overhead charges.

1.8 DISPOSAL OF MATERIAL

Contractor shall be responsible for removal and disposal of garbage/waste materials to outside premises or at designated locations as per prevailing GPCB norms. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of material. Contractor shall be required to submit written undertaking along with the final bill that all the material is disposed off at outside colony/plant premises or at designated locations 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 receipt of letter of undertaking by the contractor.

1.9 SCOPE OF CONTRACTOR

1. All tools & tackles, required no. of tractors attached with trolley, housekeeping materials, 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. The tractor trolley/ Hand Cart shall be in good condition i.e. free from any corrosion, free from any holes, cracks & damages in to avoid leakages/spillages. In due course of time, if any damage and/or corrosion are take place, contractor shall replace or repair such trolleys immediately up to the full satisfaction of Engineer-in-charge. GIPCL will allow tractor trolley for the work, only, after verification of condition and healthiness of the trolley.
3. All consumable items like cloth, cotton waste, kerosene, gas, diesel, petrol, lubricants, etc will be in the scope of the contractor.
4. All safety/PPEs required during work at site are to be arranged by the contractor.
5. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
6. Contractor has to depute their full time experienced 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 Location wise separate bills, to prepare & apply Location wise manpower gate pass, to maintain Location wise statutory & legal compliance records, etc...

1.10 TO REMEDY DEFECTIVE WORK

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

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

1.11 DAILY DIARY AND PROGRESS REPORT

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



report every day to see these instructions and sign them at the bottom in token of his having seen them.

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

2. PRICE & RATES

This is SoR based contract and final item rates will be derived by applying contractor's quoted percentage rate on GIPCL's provided SoR item rate of sections. The item rates so derived shall be inclusive of cost of all labour, supervisors, tractors, vehicles, spares & maintenance, shifting, transportation, loading, unloading, equipment, all cleaning materials, all tools & tackles, safety equipments & PPEs, Legal & Statutory requirements, Royalties, Rents, Excise duty, Sales Tax, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, VAT, Octroi duty and / or any other duty / tax (excluding Service Tax), levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The whole item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc... as per work requirement.

The rates shall be firm for entire contract period (**5% escalation will be applicable (only for section-I) for second year**) and also during extension, if required, and shall not be subject to any escalation in prices, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

The prices / item rates quoted by Bidder shall remain firm till completion of the contract period (**5% escalation will be applicable (only for section-I) for second year**) and any agreed extensions thereafter and shall not be subject to any other escalation, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be payable due to delay in work by contractor or due to non-availability of work front by GIPCL or any reason whatsoever.

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

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

2.1 THE TOTAL RATE INCLUDING QUOTED % RATE OF CONTRACTOR,



- shall include the cost of all materials and tools & tackles as mentioned in clause no. 1.2 & 1.3 above, cost of labour, supervision, equipments, mobilizing, demolishing, fuels, lubricants, oils, fixtures, setting out, transport, royalties, temporary & permanent works, local taxes & levies (excluding service tax), duties, uniform charges, EC & off duty coverage policy, safety PPEs, overheads, profit, etc... all complete.
- shall include octroi, all other taxes like sales tax, VAT, turnover tax of Govt. of Gujarat on works contract etc... but excluding service tax.
- shall be deemed to cover working in adverse condition as well as supervision.
- shall be final and firm for the entire contract period including extension, if any, and shall not be subjected to any escalation whatsoever (**only 5% escalation will be applicable (only for section-I) for second year**).
- Compliance of labour laws and other agencies is to be ensured by the contractor.
- The contractor will pay to laborers in line with prevailing minimum wages.

2.2 VARIATION IN MINIMUM WAGE RATE:

In case of any statutory variation in Minimum Wage Rates (MWR), the escalation on quoted rates is proposed subject to following considerations:-

- Escalation in MWR shall be applicable for **Section-I only**. Prevailing Minimum Wage Rates (MWR) shall be considered as applicable on last date of bid submission (based on latest Government Notification) and all statutory payment like PF, Bonus and Leave, on prevailing rate notified by the Government of Gujarat as per Minimum Wages Act, 1948.
- The labour component considered in SoR = 85.14% of quoted Rates for Section-I.
- No reimbursement shall be made up to 05% variation in prevailing minimum wage rate for first year of contract period.
- No reimbursement shall be made up to 10% variation in prevailing minimum wage rate for second year of contract period.
- Any statutory variation in Prevailing wage rate beyond specified % variation in Minimum Wage Rate (i.e. to 05% variation in first year & 10% variation in second year) will be considered from notified effective date for escalation on specified labour component of quoted rate of SoR for differential % increased in minimum wage rate during applicable balance contract period.

➤ **For Example:**

Say 08% increase in MWR from 01.10.2017 (first year of contract period)

Escalation in SoR rate from 01.10.2017 shall be calculated at the rate of (08%-05%) 3% increases on labour component i.e. 85.14% of SoR rate.

i.e. SoR rate increase by $0.8514 \times 3\% = 2.5542\%$

Say 14% increase in MWR from 01.03.2018 (Second year of contract period)

Escalation in SoR rate from 01.03.2018 shall be calculated at the rate of (14%-10%) 4% increases on labour component i.e. 85.14% of SoR rate.

i.e. SoR rate increase by $0.8514 \times 4\% = 3.406\%$

3. CONTRACT PERIOD

Contract period will be two years from the date of commencement (mobilization period will be 15 days from the date of issue of Lol or Work Order whichever earlier) or from the date of commencement as mentioned in work order.



4. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the location wise separate running invoices in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) for every month in respect of the work performed or completed during the previous month along with the documents as mentioned hereinafter. On receipt of the invoice complete in all respects and with all the specified 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 annual 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 retention period of three months from actual contract completion date as certified by Engineer-in-charge as per clause no.: 1 of Section-C.
- (iii) Service tax shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by Service Tax Authority (to be furnished only once).
 - (b) Citing the service Tax Registration no. And the date of issue of registration certificate on invoices.
 - (c) Claim of Service Tax amount with percentage (%) separately shown on the invoices.
 - (d) The contractor shall be required to submit the proof of payment of service tax of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
- (iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc at site. The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-F of tender document along with the RA bill of respective month.
- (v) 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.
- (vi) 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.
- (vii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand



absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

B. Validity and Uniformity of Rates

The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered during the first year of the Contract Period and **5 % escalation (only for section-I) will be considered for second year.**

5. 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 sheets (both in soft copy and in physical form) of work done.
- (ii) Bill of material stamped & signed by security at gate entry.
- (iii) **Certified Joint Measurement records of work done in the form of joint inspection report** duly signed by GIPCL's authorized representative and contractor's supervisor in standard format.
- (iv) Check list (Annexure-A in Section-F).

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

6. 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) Notarized Indemnity Bond in case of Final bill.
- (iii) No claim - No arbitration certificate as per Performa (Annexure-D) in Section-F), after releasing final bill payment.

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

7. MEASUREMENT & DAILY REPORTS

The unit of measurement will be as specified in respective item of Schedule (Section-E).

The contractor shall maintain day to day item wise and location wise record of housekeeping work done duly verified by various concerned authorities pertaining to utility cleaning, school building, guest house cleaning, town centre cleaning, open air theater cleaning, block cleaning, road cleaning, parking area cleaning, toilet cleaning, disposal of waste materials, etc... and shall submit the same with each RA bill for verification and passing of bill accordingly. The bill will not be processed without submission of certified work done records.

Contractor shall be required to furnish satisfactory job completion report to GIPCL on daily basis. The monthly bill payment shall be released based on the certified reports of the works.



- 7.1 Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- 7.2 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.
- 7.3 Inspection of work will be done by Engineer-in-Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

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

8. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 04 hours from the time the intimation given by GIPCL.
- b) Contractor shall provide sufficient nos. of supervisors who will be responsible for supervision and execution of job in specified time. 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.

9. QUANTITY OF WORK

The quantities against various items of Section-I is regular housekeeping frequencies for two years. Contractor shall strictly follow these frequencies item wise and shall ensure the same periodically. Quantities mentioned in items of Section-II is estimated quantities likely to be executed during contract period on as & when required basis for which contractor shall arrange required manpower & other resources separately.

However the Quantities or frequency of work may likely to be changed during the course of contract period based on the requirement or any other unavoidable circumstances. However, the rates quoted by Bidder shall remain firm for first year irrespective of any variation in estimated quantities (***escalation at 05% will be applicable (only for section-I) in second year of contract***).

Contractors shall engage required nos. of labors along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

Contractor shall have no any right for any compensation on ground of such addition or reduction in scope of work. GIPCL reserves the right to operate/increase or decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

If any time after commencement of the work, GIPCL shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be



carried out, the ENGINEER shall inform the fact to the CONTRACTOR who shall have no claim to any payment of 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. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Colony/Plant requirement.

10. FACILITIES TO BE PROVIDED BY GIPCL

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. Space for constructing office & store as decided by GIPCL.

Apart from the above, no other facilities shall be provided by GIPCL. The contractor shall provide necessary facilities, including accommodation for their labour at his own cost.

11. LEGAL MATTER PENDING BEFORE THE COURT

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.

12. GENERAL CONDITIONS OF CONTRACT

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



SECTION-E SCHEDULE OF QUANTITIES & RATES

SECTION-I HOUSEKEEPING SERVICES IN REGULAR ITEMS

Sr. No	Item Description	Quantity	UNIT	Rate (Rs.)	Amount (Rs.)
1	Floor cleaning by sweeping, swabbing, wet cloth of solution using phenyl (50 ml. Per 25 ltr. of water) and thereafter applying wet bulk cloth of soap solution & then applying clean water. Sweeping work includes collection of all sorts of debris, cobwebs & other from all areas and disposal of the same in the dustbin (A) Executive Guest House : A-(1). Kitchen and dining area (Two times a day) @150M2	730	Cleanings	200.00	1,46,000.00
2	A-(2). Linking corridor, entrance lobby court yards, TV Rooms, linen rooms etc. (Twice in a week) @ 450 M2	208	Cleanings	250.00	52,000.00
3	A-(3) Common stair cases (twice in a week) @ 2 Nos. ' @ 40.00 M2	208	Cleanings	100.00	20,800.00
4	A-(4) Paved slab areas / open court yards (Twice a week) '@ 50 M2.	208	Cleanings	100.00	20,800.00
5	A-(5) Open terrace on roof (Once a quarter year) @300M2	8	Cleanings	200.00	1,600.00
6	B. Executive Guest House - WING-II : B (1) Linking corridor, entrance lobby court yards, TV Rooms, linen rooms etc. (Twice a week) @ 150 M2	208	Cleanings	250.00	52,000.00
7	B (2) Common stair cases (twice in a week) @ 1 Nos. ' @ 20.00 M2	208	Cleanings	56.00	11,648.00
8	B (3) Open terrace on roof (Once a quarter year) @100M2	8	Cleanings	200.00	1,600.00
9	C - Executive Guest House - WING-III : C (1) Linking corridor, entrance lobby court yards, TV Rooms, linen rooms etc. (twice in a week) @ 150 M2	208	Cleanings	250.00	52,000.00
10	C (2) Cleaning of rooms including toilets (once in a week) @400 M2 (a) All AC Rooms. (b) All Toilets (inside rooms). As per specification and Instructed by incharge Engineer (Item no-4 of Toilet Block)	208	Cleanings	200.00	41,600.00
11	C (3) Common stair cases (Two times in a week) @ 1 Nos. ' @ 20.00 M2	208	Cleanings	56.00	11,648.00
12	C (4) Open terrace on roof (Once a quarter year) @100M2	8	Cleanings	200.00	1,600.00



13	(D) VIP Guest House : D (1) Kitchen and dining area (Twice in a week) @ 70 M2	208	Cleanings	200.00	41,600.00
14	D (2) Linking corridor, entrance lobby court yards, TV Rooms, linen rooms etc. (Twice in a week) @ 500 M2	208	Cleanings	250.00	52,000.00
15	D (3) Cleaning of conference hall, rooms including toilets @ 600 M2. (a) All Rooms (b) All Toilets (inside rooms). As per specification and instructed by in charge Engineer. (Item no 36 of Toilet Block)	208	Cleanings	350.00	72,800.00
16	D (4) Common stair cases (twice in a week) @ 20 M2	208	Cleanings	56.00	11,648.00
17	D (5) Paved slab areas / open court yards (Twice a week) '@ 150 M2.	208	Cleanings	100.00	20,800.00
18	D (6) Open terrace on roof (Once a quarter year) @ 400 M2	8	Cleanings	140.00	1,120.00
19	(E)Town Centre : E-1 (a) Corridor, entrance lobby court yards, Game rooms. Township office area, office area, Apana Bazar, Library rooms, Swimming pool etc (thrice in a week) @ 838 M2	312	Cleanings	400.00	1,24,800.00
20	E- 1(b) Old T.T. Room (twice in a month) @ 75 M2	52	Cleanings	112.00	5,824.00
21	E-1(c) Temple (Twice in a Day)@ 25M2	1460	Cleanings	112.00	1,63,520.00
22	E (d) Communication rooms, etc. (twice in a month) @ 50 m2	52	Cleanings	84.00	4,368.00
23	E (2) Common stair cases (thrice in a week) @ 100 M2	312	Cleanings	84.00	26,208.00
24	E (3) Paved slab areas / open court yards (Thrice a week) @ 600 M2.	312	Cleanings	200.00	62,400.00
25	E (4) Open terrace on roof (Once a quarter year) @1200M2	8	Cleanings	336.00	2,688.00
26	E (5). Pump house below overhead tank of raw water and Recycled water :- (i) Raw water tank pump house @40M2 as when Required	24	Cleaning	28.00	672.00
27	E (5) (ii) Recycled water tank pump house @ 40 M2 as when Required	24	Cleaning	28.00	672.00
28	(F) MD's Bungalow F (1) All rooms, toilets, setout areas, kitchen, garage etc. (twice in a week) carpet area 1600 sq. ft.	208	Cleanings	300.00	62,400.00
29	F (2) Outside pathways, open terrace area etc. (Twice in Week) @ 100 M2	208	Cleanings	100.00	20,800.00
30	(G) GIPCL ACADEMY : G (1) Linking corridor, entrance lobby etc. (Twice a day) @ 1450 M2	1216	Cleanings	308.00	3,74,528.00
31	G (2) Common stair cases (Once in a day) @ 4 Nos. @ 40.00 M2	608	Cleanings	224.00	1,36,192.00



32	G (3) Paved slab areas / open court yards (Twice a week) '@ 500 M2.	208	Cleanings	252.00	52,416.00
33	G (4) Open terrace on roof (Once a quarter year) @2100M2	8	Cleanings	168.00	1,344.00
34	H - Security cabin -gate no.-1 & D.R. etc.	730	cleaning	68.00	49,640.00
35	Floor cleaning by sweeping, swabbing, wet cloth of solution using phenyl (50 ml. Per 25 ltr. of water) and thereafter applying wet bulk cloth of soap solution & then applying clean water. Sweeping work includes collection of all sorts of debris, cobwebs & other dirt from all areas of rooms, stage platform area, walkways in front of seats, sweeping & cleaning all seating steps and outside corridor/waiting passage including disposal of the same in the dustbins including sweeping, cleaning and washing of the toilet blocks, bathrooms including cleaning of walls, top ceilings, doors, removal of dust from windows, cleaning of fans, terrace etc. of OPEN AIR THEATER cleaning of fans, terrace etc. of OPEN AIR THEATER as and when required and as per instruction of engineer-in-charge.	10	Cleanings	336.00	3,360.00
36	Toile Blocks :-Sweeping, cleaning and washing of the toilet blocks, bathrooms, wash basins sinks etc. in said premises once in a day complete including using necessary cleaning materials like hard brooms, soft brooms, brushes, mops, acids, fenayl & cleaning powder etc. (1. Ex. Guest House (3 Toilet blocks) (i) 2 Urinals + 1 WC ---- 1 No. (ii) 1 Urinal + 1 WC ---- 1 No. (iii) 1 Urinal + 1 WC + 1 Bathroom --- 1 No. Total : 3 Nos.(2x365)	730	Cleanings	300.00	2,19,000.00
37	(2. VIP Guest House (3 Toilet blocks) (i) 1 Urinal + 1 WC + 2 Wash basing ---- 1 No. (ii) 1 Urinal + 1 WC + 3 Wash basing ---- 1 No. (iii) 1 WC + Bathroom --- 1 No. Total : 3 Nos.(2x365)	730	Cleanings	300.00	2,19,000.00
38	(3). Town Centre (Including Swimming pool) (6 Toilet blocks) (i) 2 Urinals + 3 WC + 2 Wash basing --- 1 No. (ii) WC + 3 Wash basing – 1 No (iii) Urinal + 2 WC + 2 Wash basing – 1 No. (iv) 2WC + 2 Bathrooms- 1 No Total: 4 Nos.(2x365)	730	Cleanings	300.00	2,19,000.00



39	(4). GIPCL ACADEMY (5 Toilet blocks) (i) PRINCIPAL Office-1 WC + 1 Wash basing - 1 No. (ii) STAFF 2WC +2 Wash basing – 1 No. (iii) KIDS 2 WC + 1 Wash truff – 1 No. (iv) G.F TOILET 06Urinal +13 WC +02 Wash basing +04WASHTRUFF. (v) F.F TOILET 12Urinal + 14 WC + 4 Wash basing +04WASHTRUFF Total : 5 Nos.(2 x 304) =	608	Cleanings	112.00	68,096.00
40	(5). GIPCL ACADEMY (New Wing Area) (i) 04 WC + 1 Wash basing --- 1 No.(ii) STAFF 1WC +2 Wash basing – 2 No.(iii) KIDS 4 WC + 6 Wash truff – 1 No.(iv) G.F TOILET 08Urinal +05 WC +04 Wash basing +01WASHTRUFF.(v) F.F TOILET 15Urinal + 6 WC + 8 Wash basing Total : 5 Nos.(2 x 304) =	608	Cleanings	112.00	68,096.00
41	Cleaning the inspection chamber, valve chamber by removing silt, mud, garbage etc. complete.	600	Job	34.00	20,400.00
42	Cleaning the manhole by removing & disposing the mud, slit, sewage etc. complete for depth up to 1.5 M	1450	Cleanings	56.00	81,200.00
43	Cleaning the manhole by removing & disposing the mud slit, sewage etc. for depth from 1.5M to 3.5M	75	Nos.	68.00	5,100.00
44	Cleaning the manhole by removing & disposing the mud slit, sewage etc. for depth from 3.5M & above	60	Nos.	112.00	6,720.00
45	Cleaning the sewage drainage pipe line chamber to chamber (approx. 30 mtr.) by rod, brush etc. between gulley trap to inspection chambers, manholes etc complete (The scope of work includes for flushing. with fresh water. The arrangement for the same shall be made by the contractor.) pipeline up to 100 mm	75	Jobs	90.00	6,750.00
46	Cleaning the sewage drainage pipe line by rod, brush etc. as above between manholes of any depth complete (The scope of work includes for flushing with fresh water. The arrangement for the same shall be made by the contractor) for pipeline up to 150mm /230	75	Jobs	152.00	11,400.00
47	Removing of chocking from gulley trap including cleaning of grating including connecting pipes from N.T. and removing & re-fixing the covers etc. complete	125	Jobs	112.00	14,000.00



48	Cleaning & removal of the chocking / blockage from the wash basin, pipe lines including bottle traps, WC nanni traps by using cleaning rods, brush, chock remover etc. complete from the residential quarters as well as public buildings. (Scope of item is up to Nanni traps.)	200	Jobs	112.00	22,400.00
49	Cleaning & removal of the chocking / blockage from the down take pipes (PVC) if required opening out of plug bend & removing of chocking and re-bolting the same without damaging the existing pipeline. Scope up to first floor.	150	Jobs	96.00	14,400.00
50	Cleaning & washing the water coolers at various public building / office with cleaning powder like VIM powder by using brushes & rinsing of the water container as directed.	251	Jobs	112.00	28,112.00
51	Cleaning & washing the underground sumps within specified time period with required necessary tools, plants, ladder, ropes, cleaning powder or bleaching powder including dewatering the left our muddy & sandy water at the bottoms taking out the mud / sand Underground sump of colony having capacity of 2.5 lack liter approx.	4	Nos.	560.00	2,240.00
52	Cleaning & washing of overhead tanks within specified time period with required necessary tools, plants, wire ladders, wire brushes, shelves, buckets, rope & cleaning powder or bleaching powder etc. including removing & disposing mud & send & disposing the same at place as directed. (a) Overhead Tank of colony raw water having capacity of 1.00 lac liter.	4	Nos.	1,343.00	5,372.00
53	(b) Overhead Tank of D10 Block, GIPCL ACADEMY, VIP & EGH-WING-II & III having capacity of up to 10000 liter. (9x8 N0)	72	Nos.	196.00	14,112.00
54	(c) Overhead Tank of colony recycled water having capacity of 1.00 lac. liter.	3	Nos.	1,343.00	4,029.00
55	Cleaning & washing the O.H. Tanks of PVC/RCC at various quarters as well as public buildings. Capacity up to 1500 liters including cleaning of open terrace surrounding with required necessary tools, plants, wire ladders, wire brushes, shelves, buckets, rope & cleaning powder or bleaching powder etc. including removing & disposing mud & sand & disposing the same at place as directed.	3800	Jobs	129.00	4,90,200.00



56	Sweeping & cleaning of pathways inside colony quarter blocks with necessary hard brooms, wire brushes, mops & if required with fresh water. The measurement shall be paid in nos of block work done.(once in a week) (a). Block - A Type - 2 Block (b). Block - B Type -11 Block (c) Block - C Type -7 Block (d) Block - D Type -8 Block (e) D-D10 Block-01 Block	3016	Nos.	65.00	1,96,040.00
57	As per above for (a) Block E Type-24 Block & F Type-04 Block	2912	Nos.	34.00	99,008.00
58	Collecting & lifting of garbage from all the quarters (500no) & public buildings of colony & shifting using hand cart or tractor at designated location in colony, segregating recycling materials (plastic, tin, glass, paper) and bio-degraded materials. The scope of work also includes shifting of bio-degraded materials in plant & periodical disposal of non-biodegraded materials at designated locations as directed by Engineer-in-charge.	730	Jobs	1,900.00	13,87,000.00
59	Cleaning of wall, top ceilings, doors, removal of dust of dust from windows, cleaning of fans, terraces, cob webs, etc. of : (1) GET Hostel	96	Cleanings	196.00	18,816.00
60	(2) VIP Guest House	96	Cleanings	196.00	18,816.00
61	(3) Town Centre	96	Cleanings	196.00	18,816.00
62	(4) EGH WING II	96	Cleanings	196.00	18,816.00
63	(5) EGH WING III	96	Cleanings	196.00	18,816.00
64	(6) GIPCL ACEADMY	96	Cleanings	196.00	18,816.00
65	(7) MD's Bungalow	48	Cleanings	196.00	9,408.00
66	(8) Temple	96	Cleanings	168.00	16,128.00
67	Cleaning of common stair cases of ground plus one type clusters, once in a week for sweeping and moping, provided in all A, B, C, D Type quarters including landings and collecting the dust from there and disposing the same to garbage bins including removing dust from wall & ceiling (104*118).	12272	Nos.	8.00	98,176.00
68	Twice a week cleaning bitumen road & side pathways including grass cutting of area between pathways & drain starting from houses to main road for E&F type of quarters by hand brooms including all cleaning of waste, trees leaves etc. & disposal of the same to dustbins as per instruction of engineer in-charge '@ 2600 M2.	540800	sqm	0.65	3,51,520.00



69	Cleaning of all bitumen road, side pathways & area between pathways & drain including cleaning of waste tree leaves etc. with necessary hard brooms wire brushes, mops & if required with fresh water & disposal of the same to outside colony premises as per instruction of engineer-in-charge. (a) Main roads from Colony entrance to F2 blocks via. Town center, VIP Guesthouse, D2 junction- Once in a week (b) All remaining roads-Once in a month and (c) Car Parking Area etc.-Once in a month	740583	sqm	0.65	4,81,378.95
70	Cleaning of carpets in MD's Bungalow using vacuum cleaner as and when required (the vacuum cleaner shall be supplied free of charge by GIPCL)	49	No.	168.00	8,232.00
71	Removal of dead birds / snakes etc. if found in township area and disposal of the same outside township area as per instruction of engineer in charge	25	Nos.	168.00	4,200.00
72	Removal of dead cattle/dogs/cats etc. if found in township area and disposal of the same outside the township area as per instruction of engineer in charge.	20	Nos.	168.00	3,360.00
73	Substation, floor, walls ceiling, ventilators, doors, windows & cable trenches & open terrace @ 125 M2 including keeping the area clean around the sub-station in 5 meter of area including removing grass from all surrounding areas:- (Once in month). i) Sub-station-I (2 x 24)	24	Cleanings	140.00	3,360.00
74	ii) Substation-II (2 x 24)	24	Cleanings	140.00	3,360.00
75	Cleaning of SSB areas (floor, walls & ceilings) housed at back side of quarter block in between two kitchen yards and below garbage chute by sweeping (which includes collection of all sorts of debris, cobwebs & other dirt from all around the electric panels including cleaning of cable trenches provide below these all complete (once in Month) as directed by engineer in-charge. (i) Provided in quarters (2 x 24)	24	Cleanings	112.00	2,688.00
76	(ii) Provided in town centre... 2 nos, Cricket Ground Room, Temple Panel Room , GET, Wing-ii & Wing-iii panel Room etc..(2 x 24)	24	Cleanings	112.00	2,688.00



77	Cleaning of SSB rooms provided inside colony by sweeping (which includes collection of all sorts of debris, cobwebs and other dirt) inside the room & cable trenches including cleaning of floor, walls, ceilings, ventilator, rolling shutter & 3 M radius area surrounding the SSB rooms all complete as directed by engineer-in-charge. (i) Behind E4 & E5. (2 x 24)	24	Cleanings	112.00	2,688.00
78	(ii) Behind E13	24	Cleanings	112.00	2,688.00
79	(iii) Behind E18 & 19	24	Cleanings	112.00	2,688.00
80	To operate and maintain the swimming pool by supplying one cleaner & one operator cum trainer on daily basis. Following items to be carried out daily. (1) Cleaning of swimming pool on daily basis using suction sweeper attached with pump. (2) Filtration of entire quality of water and chlorination of water daily. (3) Blow-down of back wash water from filter & make of water for swimming pool.	626	Cleaning	950.00	5,94,700.00
Estimate Total Amount For Two Years (Rs.)					66,06,929.95
Estimate Amount for first year (Rs.)					33,03,464.97
Estimate Amount for second year (Rs.)					33,03,464.97
5% Escalation amount Rs. for second year					1,65,173.24
Estimate Total Amount of Second year					34,68,638.21
Total Amount for two years with 5% escalation for second year (Rs.)					67,72,103.18



SECTION-II HOUSEKEEPING SERVICES OF AS & WHEN REQUIRED BASIS

SR. No.	Description of work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Supply of temporary unskilled manpower (per day 08 hour duty) on as & when required basis with required tools & tackles and safety gears for miscellaneous jobs/works such as grass cutting, tree trimming, cleaning of area, digging, backfilling, material lifting & shifting works, etc... as directed & required by Engineer-in-charge. Contractor shall engage at least 50% male labour of total labour requirement per day, except unavoidable circumstances agreed by Engineer-in-charge.	575	Man-day	335.00	1,92,625.00
2	Cleaning of storm water drains (Six cleaning in a year in township covered and open, including removal of tree leaves, foreign materials dust, settle soil, stagnation due to various reasons, removal of chocking of water and disposal of all such debris as specified by GIPCL. The drains are required to be kept clean to ensure free flowing throughout the year) Total length '@ 2600 mtr.	20,800	Meter	3.00	62,400.00
3	Cleaning of area including Grass cutting within 5 mtr. Around the quarters (non paved area outside of quarters) and triangular portion between roads once in a month including cutting of grass & disposing it outside the colony premises as directed by engineer in-charge. Area @ 24000 m2	8	cleaning	54,750.00	4,38,000.00
4	Cleaning of areas including cutting of Grass including disposing of grass outside the colony premises as directed by engineer in charge. A) Children park and LPG Godown @ 450 m2	8	cleaning	670.00	5,360.00
	Total Amount Rs. For Two Years				6,98,385.00



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

Dear Sir,

Subject: _____

Ref: Work Order No.: _____ Dated _____

We hereby confirm with free consent as under:-

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

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

For, M/S. _____

Signature, Stamp and date.



5.0 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