



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

**AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394112 (GUJARAT)**  
**Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080**

TENDER DOCUMENTS FOR

*"Surat Lignite Power Plant: 4 x 125 MW: Unit 1 to 4:  
Providing and fixing of barbed wire fencing & Precasting  
with erection at Mines area"*

*Bid No.: SLPP/Civil/Mines/Fencing & Precast /2020*



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF  
CONTRACT**

**E-Tender ID No 2000089**



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**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/Mines/Fencing & Precast /2020**

Name of work	Surat Lignite Power Plant: 4 x 125 MW: Unit 1 to 4: Providing and fixing of barbed wire fencing & Precasting with erection at Mines area
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394112 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.
Contract period	<b>06 Months</b> as stated at clause 16 (Section-A)/clause 3 (Section-D).
EMD	Rs. 20,000/- (Rupees Twenty Thousand only) Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or irrevocable Bank Guarantee in favour of GIPCL from approved Banks or through RTGS Or through online payment gateway of company website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment form) as per details mentioned herein under clause no.7 of instructions to bidders.
Cost of tender document / tender fee	Rs. 2,500/- (Rupees Two Thousand Five Hundred only) – non refundable, inclusive of applicable GST, only through RTGS or through online payment gateway of company's website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment form) as per details mentioned herein under clause no.7 of instructions to bidders
Availability of online e-Tender document	On website <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a> up to 06.11.2020, 17:00 hrs.
Last date of online submission of offer	06.11.2020 up to 17:30 hrs. on website: <a href="http://etender.gipcl.com/">http://etender.gipcl.com/</a>
Submission of EMD in physical form by way of DD/BG or payment receipts of online EMD payment & online Tender fee payment along with supporting documents for techno-commercial bid in physical form/soft copies/scanned copies.	On or before due date 06.11.2020, 17:30 hrs. during office hours at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.  Email IDs for submission of soft/scanned copies of documents: <a href="mailto:civilslpp@gipcl.com">civilslpp@gipcl.com</a> and <a href="mailto:khmistry@gipcl.com">khmistry@gipcl.com</a>

**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 <http://etender.gipcl.com/>
5. EMD in physical form by way of DD/irrevocable BG or copies of receipts of EMD & Tender fee paid through RTGS/online along with other supporting documents are to be submitted in physical form/soft copies/scanned copies in sealed cover/envelop at the following address/e-mail ids. on or before the date & time mentioned in NIT above. At the top of envelop, tender no. SLPP/Civil/Mines/Fencing & Precast /2020 should be mentioned.

**General Manager (Mines)**

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli,

Taluka: Mangrol,

Dist.:Surat-394 112, Gujarat.

Phone: (02629) 261063-72. E-Mail: civilslpp@gipcl.com and [khmistry@gipcl.com](mailto:khmistry@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 1084.4 MW comprising of various conventional and renewable projects.

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

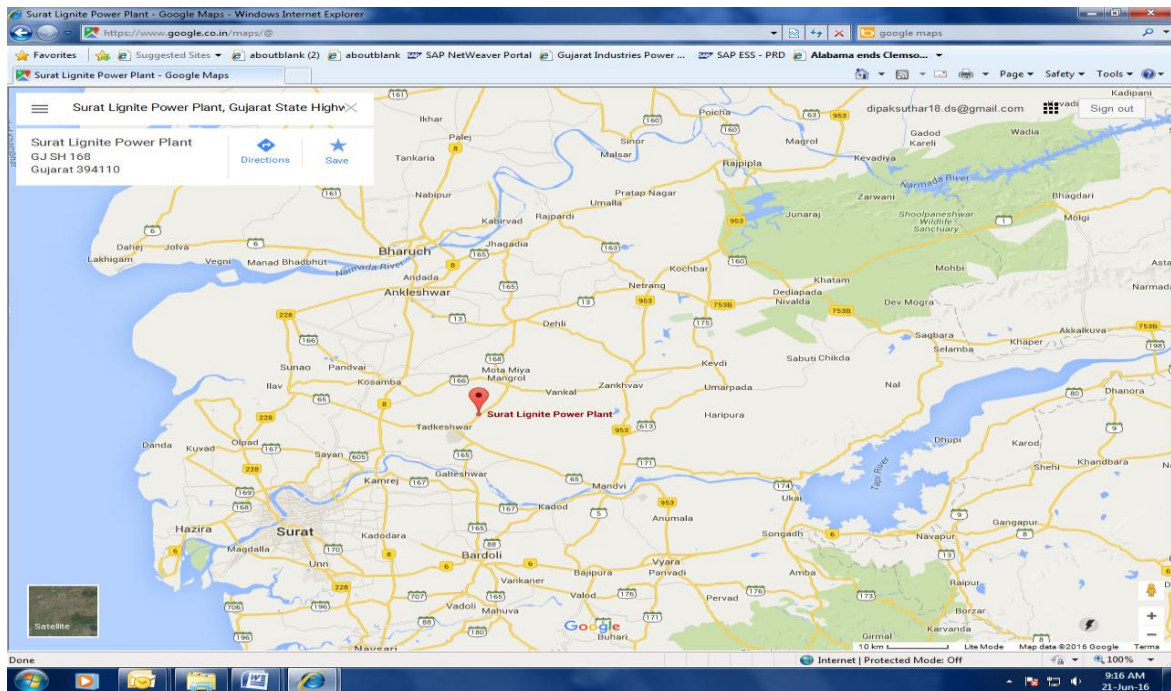
Surat Lignite Power Plant (SLPP) with four units of 125 MW capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed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

It commissioned 5 MW solar power station at SLPP in 2012. Also, 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.

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in 2017 as well as a 75 MW Solar Power Project in 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.4 MW wind farms at different location of Gujarat.

GIPCL is presently executing a 100 MW Solar PV project at the Raghanesda Solar Park, Gujarat.

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



The Company intends to award this contract for “Providing and fixing of barbed wire fencing & Precasting with erection at Mines area” for the contract completion period of 06 (Six) Months at Surat Lignite Power Plant and is therefore inviting open tender online (e-Portal) from experienced & resourceful contractors.

## 2. SCOPE OF WORK

- 2.1 Providing and fixing of barbed wire fencing at Mines area with 2.13 Mtr. (7') long heavy duty pre-cast poles and spacing at 2.5 mtr. c/c bracing poles at every 15 mtr. c/c and every junction / corner, this is including the lime painting of all poles with top capping (6' from top) with black enamel paint and numbering of the poles by black letter (2.5" size) on yellow circular background (4" dia) with enamel paints (Berger/Asian Brand), including excavation of pits (300mm dia 500mm deep) and grouting of poles with 1:4:8 mix concrete **(including Cement)** and also including providing, transporting and fixing of **Tata make** 5 rows of 12-14 gauge barbed wire, 2 cross wire between pole to pole with J bolts, nuts and packing for fastening and tightening.
- 2.2 Precasting work by RCC Grade M20 **(including Cement)** with 20mm downgraded stone aggregates for RCC precast pillars/Block of required size to be casted (as per drawing attached with tender) including heavy duty hooks for lifting purpose, necessary shuttering with Ply-batten/ MS Plates for smooth finishing, compaction with vibrator, curing for minimum seven days, de-shuttering, lifting, shifting, transporting & placing at desired locations in various locations of vastan mines area and roads carefully to avoid damages etc... all complete as per the specifications with all labour, materials, equipments, tools & tackles.
- 2.3 Supplying and fixing of Fe 500 grade TMT/HYSD bar reinforcement confirming to IS1786 of Electrotherm, Sail or Vizag make for R.C.C. Precast work including transportation, loading, unloading, shifting, straightening, handling, cutting, bending, binding, placing and tie in position using 18SWG GI binding wire double knot and cover blocks of same grade of concrete as that of concrete etc.





- 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.
- 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 bid, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 3.7 The tender documents shall not be transferable.
- 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during site visit if required.
- 3.9 Conditional offers shall not be considered and liable to be rejected.
- 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 3.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in



- writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
  - 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
  - 3.14 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
  - 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
  - 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
  - 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

#### **4. PLANT VISIT**

It is perquisite and necessary for all interested bidders to visit the site/plant after downloading the tender copy to understand the actual working conditions, compliance related to labour, safety etc. before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account. The bidders shall examine the site of works and its surroundings at his own responsibility. The bidders shall collect information that may be necessary for preparing the bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at bidder's account.

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

The submission of tender by a contractor implies that he has visited the site and 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, General & Special Terms and Condition. GIPCL will not, therefore after acceptance of contractor's rate, pay any extra charges for any other reason in case the contractor is found later on to have misjudged the site conditions.

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





BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of dusting, movement of traffic, diversion of traffic, importance of work, round the clock working conditions, safety requirements, right of way, 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 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.

It is also desirable to study tender documents thoroughly before site visit. Also, considering prevailing nationwide COVID-19 epidemic, site visit will be carried out with advance intimation subject to following;

- (1) Only site visit will be arranged preferably for any one or maximum up to two authorized persons having valid authorization letter/s during site visit considering present scenario of COVID-19 epidemic.
- (2) Details of visiting person/s like Name, age, designation, address, recent medical history (preferably for previous 01 month), recent travel history (for previous two weeks), etc... should be provided to GIPCL in advance through email.
- (3) Address proof of visiting person/s is required during site visit. If person/s coming from containment zone, same will not be allowed.
- (4) Wearing of facemask is compulsory for visiting person/s during the site visit.
- (5) Visiting person/s should follow applicable prevailing guidelines/travel advisory of GoI/GoG regarding COVID-19 epidemic.
- (6) Visiting person/s should cooperate with GIPCL security staff, HR&A department & employees regarding any further instructions to be followed on COVID-19 epidemic during site visit.
- (7) "Aarogya Setu" mobile application latest version should be available.

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

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

- 5.1** Bidder should possess minimum **Three years** of experience **during last five years** ending last day of the month previous to the one in which tender is invited, in similar nature of jobs like general civil works, RCC Roads, Structure Shed, Parking, Precasting works, restoration and all other types of Civil and structure works etc and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
- 5.2** Bidder should produce evidence of having successfully completed similar works as defined hereunder during last five years ending last day of the month previous to the



one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following: -

**a) One similar completed/executed work each costing not less than the amount equal to Rs. 19.05 lakhs.**

**OR**

**b) Two similar completed/executed works each costing not less than the amount equal to Rs. 11.91 lakhs**

**OR**

**c) Three similar completed/executed works each costing not less than the amount equal to Rs. 09.53 lakhs**

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

- 5.3 Tender fee:** The tender fee of Rs. 2,500/- (Rupees Two Thousand Five Hundred only), including applicable GST (non refundable) shall be submitted through RTGS or through online payment as per details provided in clause no. 7 herein under.
- 5.4 EMD:** The EMD of Rs. 20,000/- (Rupees Twenty Thousand only), shall be accompanied in the form of DD/RTGS/online or irrevocable Bank Guarantee given by Bank as described in subsequent clause no. 7.
- 5.5** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner, as applicable.
- 5.6** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.7** Bidder should have average annual turnover of **Rs.07.15 Lakhs** during last three financial years (2018-19, 2017-18 & 2016-17). Bidder shall furnish annual audited financial statement duly certified by qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India for the said last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit & Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained. Where audit is not applicable to the bidder as per applicable extant laws of the land, due certification by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India of the said turnover for the said last three financial years will have to be done & furnished.
- 5.8** The Bidder has to submit INCOME TAX Permanent Account Number (PAN) & GST registration number, as applicable. Copies of the same shall be submitted
- 5.9** The Net worth of the bidder should be positive as evidenced from audited accounts of last financial year (2018-19), audited (or where as per extant laws of the land audit is not applicable, certified) by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India .
- 5.10** In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.



- 5.11** If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.
- 5.12** Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure / Form attached.
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
  - If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws

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

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

## **6. LANGUAGE OF BID**

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

## **7. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE**

- 7.1** An EMD of Rs. 20,000/- (Rupees Twenty Thousand only) and Non-refundable Tender fee of Rs.2,500/- (Rupees Two Thousand Five Hundred only) ), inclusive



of applicable GST shall accompany with Bid. Tender fee shall be submitted through RTGS/ online mode of payment only.

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

**Bank for EMD DD**

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

**Payable at :**

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

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

**RTGS detail:**

- 1 Bank Name: State Bank of India
- 2 Branch :- Naninaroli
- 3 IFSC code: SBIN0013423
4. Beneficiary Name: Gujarat Industries Power Co. Ltd
5. A/c. No.: 33514692834

Also, EMD & Tender fee may also be submitted through online payment gateway of company's website: [www.gipcl.com](http://www.gipcl.com) (online Payment Form) as per detail provided in Section-F (Annexure-I) herein under.

- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid
- 7.4 The EMD of the successful bidder will be returned after payment of Security Deposit or submission of irrevocable PBG by successful bidder. Alternatively EMD will be converted in SD and successful bidder shall submit SD or performance bank guarantee for balance amount.
- 7.5 The earnest money deposit will be refunded to the unsuccessful BIDDER as soon as the tender is finalized and after award of LOI/Work Order.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted to GIPCL.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

**7.9 SCHEDULE OF EMD AND TENDER FEES**

Details/receipts of EMD & Tender fee paid by RTGS/online or EMD in physical form by way of DD/BG (as applicable) with other documents to be submitted in physical form/soft copies/scanned copies in sealed cover <b>as per details mentioned in NIT. Bid No. shall be mentioned at the top of cover/envelope.</b>	Address for Submission: <b>General Manager (MINES)</b> <b>GUJARAT INDUSTRIES POWER CO. LTD.,</b> <b>(Surat Lignite Power Plant)</b> <b>Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394 112, Gujarat. Phone : 02629-261063</b> Email IDs for submission of scan copies of documents: <a href="mailto:civilslpp@gipcl.com">civilslpp@gipcl.com</a> and <a href="mailto:khmistry@gipcl.com">khmistry@gipcl.com</a>
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## 8. SUBMISSION OF BIDS

### A: MODE OF SUBMISSION

The bids shall be submitted online at the e-portal system 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.

#### (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-G) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers.( If applicable)
4. List of available equipments, tools & tackles which are required to perform the scope of works as specified in this tender (as per Annexure-E1 of Section-F)

The following supporting documents shall also be submitted along with EMD & Tender Fee in physical form/soft copies/scanned copies, as applicable:

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any)
6. Turnover for the last three years, audited annual accounts/financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required as specified in clause nos. 5.7 & 5.9 above.
7. P.F. Number and Allotment Letter.
8. PAN Number.
9. Goods & Service tax registration number/certificate copy
10. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa Annexure-F under Section-F.

#### (b) **Price Bid:**

1. Price Bid shall be submitted only in soft form through e- portal system.  
**Note: Estimate includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc ...**
2. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence. **Bidder shall quote applicable GST separately in online price bid.**
3. **Bidder shall have to quote their service charge/offer on estimated cost in the form of %age. i.e. "At Estimated Value OR \_\_\_ %age below the estimated value OR \_\_\_ %age above the estimated value.**





4. The quantities shown in the price bid SoR (Section-E) are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. **Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision and/or change in rate of materials, fuels, MWR (Minimum Wage Rates), etc... whatsoever.**
7. Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.
8. Contractor shall at his/her expense comply with all labour and industrial laws and such other acts and status as may be applicable to this contract in respect to pay etc. On account of any default in respect of all liabilities and in case of non compliance of the above, the company can withhold their payments till all legal liabilities are discharged.
9. Contractor shall deploy labour/workers, equipments & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.
10. Online quoted amount by bidder shall exclude applicable GST. Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence

#### **B: METHOD OF TENDERING/SIGNATURE ON BIDS**

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

#### **9. MODIFICATION AND WITHDRAWAL OF BIDS**

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

#### **10. POLICY FOR BIDS UNDER CONSIDERATION**





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

#### **11. EFFECT AND VALIDITY OF THE BID**

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

#### **12. OPENING OF BIDS**

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

##### **12.2 Preliminary Examination:**

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

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.

#### **13. EVALUATION & COMPARISON OF BIDS**

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

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

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



- 13.3 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 13.4 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 13.5 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 13.6 For the above referred purpose, a 'material deviation' shall be one which:
- (a) Which affects in any substantial way the scope, quality or performance of the contract, or
  - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
  - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

#### **14. RIGHT OF REJECTION OF TENDERS**

- 14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.
- 14.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.
- 14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

#### **15. AWARD OF CONTRACT**

- 15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 15.3 GIPCL reserves the right to cancel/short close the contract during the contract period by giving one month notice without assigning any reason.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors.

#### **16. CONTRACT PERIOD**

- 16.1 The contract will be for a period of 06 (Six) months from the date of issue of LOI/Work order whichever earlier-
- 16.2 GIPCL reserve the right to extend the contract period up to 3 months on the same rates and terms and conditions without any price escalation and without entering into any new contract.



**17. ASSIGNMENT AND SUB-LETTING**

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

**18. CONTRACTOR'S OBLIGATIONS**

**A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER**

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour 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/labour 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/labour with safety equipment like helmets, masks, gum boots, a uniform (Minimum 03 pairs for AMC/ARC) and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued by contractor :
  - a) Safety shoes
  - b) Goggles / face shield.
  - c) Ear plug / Ear muff.
  - d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 24 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges, including GST & the same will be recovered from the Contractor's bill.
- (x) *Important Note:* Whenever any of the Unit at SLPP remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of twenty four hours from the time of intimation to the site-in-charge or via mail to your office.



Generation loss occurred due to want of manpower as well as resources & tractors will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.

- (xi) During working in high risk area like hot lines of steam/ water/ oil 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.
- (xii) During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

#### **B: TOOLS & TACKLES:**

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

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

- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles and machinery such as Tractor trolley, Hydra, Mixer Machine, Dumpers, water tanker etc and other required equipments to complete the work in stipulated time in line of scope & technical specifications in proper line, level & quality plan.
- (iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the activities in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place
- (v) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

#### **19. CLARIFICATION OF BIDDING DOCUMENTS**

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



**20. TIME SCHEDULE**

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

**21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION**

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

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

**22. PAYMENTS**

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

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

**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.**

**24. QUANTITIES**

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by Engineer-in-charge of GIPCL. Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in scope of work. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at his discretion. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

After commencement of the work, GIPCL, for any reason may not require to be carried out the whole/part of the work as specified in the tender, the ENGINEER-in-charge shall



inform the fact for thereof to the CONTRACTOR and contractor shall have no claim for any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

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## **SECTION-B**

### **INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING**

- 1 Tender documents are available only in electronic format which Bidders can download free of cost from the website - <http://etender.gipcl.com/>.
- 2 All Bids (technical and price Bid) should be submitted online through the website <http://etender.gipcl.com/> only. No physical submission of price bid will be entertained as it should be submitted 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 during dates & time set in NIT at our office at Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394 112, Gujarat.
- 4 Bidders who wish to participate first time in online tenders will have to register their firm at GIPCL-SLPP by applying for registration through vendor registration option available in the website - <http://etender.gipcl.com/> at least before five working days from the due date set for online bid participation. GIPCL will not be held responsible in case of late submission for vendor registration. Bidders shall fill the online vendor registration form and submit it online. GIPCL will create vendor code which will be used as user ID for online participation in GIPCL's tenders. Both vendor code (user ID) and password will be generated automatically and will be sent by auto generated e-mail to Bidder's official e-mail account as provided by Bidder in vendor registration form.

**Interested bidders are requested to submit the online tender at least two days in advance from the due date set for on line submission of bid in order to avoid non participation.**



## **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 irrevocable Performance Bank Guarantee (PBG)/Contract security deposit in favor of Gujarat Industries Power Company Limited for guarantee amount at **10%** of the "Contract Price excluding GST" from any Nationalized Bank including Public Sector bank-IDBI Bank Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra 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 Ahmadabad Mercantile Co-operative bank Ltd, The Mehsana Urban Co-operative Bank Ltd, Nutan Nagrik Sahakari Bank Ltd in the format attached in **SECTION-F (Annexure B)** , and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty one days from the date of Lol or work order, whichever is earlier. **The guarantee shall be valid up to defect liability period of twelve months from the contract completion date.** The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

However, any delay in submission of initial SD (PBG) and/or delay in attending the defect/repair beyond 07 days of information/communication made by GIPCL will result in equivalent late release of such SD after above periods.

### **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, including GST. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL, including GST.

### **3. DEDUCTIONS FROM CONTRACT PRICE**

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



#### **4. TERMINATION OF CONTRACT BY GIPCL**

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

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.

#### **5. FAILURE & TERMINATION**

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 15% overhead charges of GIPCL, including GST and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.



## **6. SETTLEMENT OF DISPUTES**

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration And Conciliation (Amendment) Act, 2019, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

## **7. INTERPRETATION OF CLAUSE**

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

## **8. EMPLOYEE'S COMPENSATION INSURANCE**

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

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

## **9. STATUTORY REQUIREMENTS**

### **a. COMPLIANCE OF LABOUR LAWS**

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

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as but not limited to the Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act 1970, Factories Act, 1948, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 2 All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
  - 2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations



- and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 2.2 Contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
  - 2.3 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, 1952 and remit contributions, if applicable, in respect of the employees employed by him at Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
  - 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various applicable labour laws mentioned above and produce the same before the Statutory Authorities whenever required.
  - 2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act (if applicable) etc. under intimation to HR&Admn.Dept.
  - 2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
  - 2.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
  - 2.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at site. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
  - 2.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
  - 2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
  - 2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
  - 2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
  - 2.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register etc on monthly basis to HR&A dept. for verification and record if desired.



- 2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labour laws of Government and other statutory laws as applicable.
- 2.17 The contractor should register himself under the Contract Labour Act, Employee Compensation Act, 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 Labour License should be obtained (if applicable) within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labour Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor if asked.
- 2.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22 All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
- 2.23 The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
- 2.24 **Annual Health Check Up:-** As per statutory requirement, Contractor has to inform workmen deployed at site for annual health check up as per schedule prepared by HR&A department.
- 2.25 All laws, rules, regulations, notifications, etc. stated in this tender document shall be applicable as amended from time to time. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly.

#### **b. LEGAL ASPECTS**

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.





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

**10. PAYMENT OF WAGES**

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

**11. ACCIDENT TO WORKMEN**

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

**12. LIGHTING**

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

**13. NIGHT/SUNDAY/HOLIDAY SHIFT**

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

**14. SAFETY ASPECT**

Contractor shall observe all the safety and security rules and regulation of the GIPCL which are at present in force and which may come into force during the pendency of the



contract. Any violation of any rules and regulations will entail immediate termination of the contract.

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

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

## 15. **GENERAL SAFETY CLAUSES**

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

### **Helmet :**

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

### **Safety shoes :**

Sr No.	Model	Company	Specifications
01.	Acme Fabrik plast Co.	SSTEELE (Strom) – Double Density	IS : 15298 – 2011
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) – Double Density	
03.	Worktoes Warren	Worktoes - Warren Plus	

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, including GST.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards, fall arrester, etc. shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.



15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli amperes on welding machine and all portable power tools.
17. The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
18. Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site incharge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
19. No loose connection / joints allowed in electrical cables during performance of any kind of job.
20. Safety shoes to be issued to female employees also.
21. All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
22. The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
23. The Contractor shall comply all the new requirements related with safety as informed by the HOD / Safety department from time to time.
24. Penalty to be imposed for Violation of safety norms is proposed as follows:-  
The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below:

Category	Classification	Examples / Cases	Penalty
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc.	Rs.100 /- per instant.
B	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine	<ul style="list-style-type: none"> <li>• Rs.500 /- per instant.</li> <li>• After three incidence, Per incidence Rs.2500/-</li> </ul>



		being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	<ul style="list-style-type: none"> <li>Continuous unsafe acts will disqualify the contractor from further participation in tender of/contract with GIPCL-SLPP.</li> </ul>
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	<p>Suspend the entry gate pass for one week.</p> <p>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.

#### 16. **REJECTION OF WORK**

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





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

## **17. GENERAL TERMS AND CONDITIONS**

- a. All materials, tools & tackles, labours, equipments, vehicles, tractors, dumpers, trolleys, Hydra, Mixer Machine, Water tanker 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 supervisor at site. They shall co-ordinate with concern GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk with all workers working under this contract.
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labour license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges, including GST.
- i. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 15% overhead charges, including GST.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- k. The offered prices / item rates shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- l. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively





- under this contract for all the time during working at specified locations, failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs.1,000/- per incident per man-day and as per above clause no. 16) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
  - n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
  - o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit etc.
  - p. The contractor has to submit daily reports showing work carried out with details of available manpower, material & machinery etc.
  - q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
  - r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
  - s. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
  - t. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

## **18. CONTRACTOR'S SUPERVISION**

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



labour or purchase materials and proceed with the work as required for speedy execution.

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

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

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

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

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

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

**20. FACILITIES TO BE PROVIDED BY GIPCL**

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

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. Quarter/room & food for supervisors/ engineers on chargeable basis in GIPCL's township at Narmada Guest house as available. Food for supervisors/ engineers on chargeable basis at GIPCL's Industrial Canteen as available. If not available, contractor to make his own arrangement for lodging and boarding locally or as appropriate at his cost.
- 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. If not available contractor to make his own arrangement for the same locally or as appropriate at his cost.



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

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

**21. WORK MEASUREMENT/CERTIFICATION**

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of bituminous road work. The contractor shall therefore be required to engage effective personnel to undertake the work as per specifications and requirement.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- d. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the bill payment shall be released based on the certified reports of the works.
- e. Inspection of work will be done by Engineer-in-Charge or his authorized representative. If the work is not found satisfactory Engineer-in-charge reserves the right to take suitable action and shall be binding to the contractor.

**22. PUBLIC HOLIDAYS**

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

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

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

**24. FORCE MAJEURE**

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

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

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine



restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

**25. INDEMNITY**

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

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

**26. GOVERNING LAW AND JURISDICTION**

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

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



## SECTION-D SPECIAL CONDITIONS OF CONTRACT

### 1. DETAIL SCOPE OF WORK

The scope of work covered by this specification, in general, comprises the Providing & Fixing of barbed wire fencing and Precasting & erection of precast at various location of Mines and its lease area, at Surat Lignite Power Plant-GIPCL, At & Post: Nani Naroli, Taluka: Mangrol, Dist.: Surat and item description as per (Section-E).

Scope of works covered under this specification includes:-

(a) **Barbed wire fencing**, which includes activities like but not limited to excavation of 300mm dia by 500mm deep pits at 2.5mts centre to centre, Procurement and erection, in true line and level of 2.13 Mtr. (7') long heavy duty pre-cast poles in excavated pit, Grouting of Precast pole with 1:4:8 concrete (**Cement for grouting is in the scope of bidder**). Providing bracing poles in both direction of erected main pole at every 15 mtr. c/c and every junction / corner, Procurement and fixing of **12-14 gauge Barbed wire (Tata make) having galvanization of 90-120 gsm**, 5 rows horizontal and 2 cross wires between pole to pole with J bolts, nuts and packing for fastening, two coats lime painting (with fevicol) on entire pole, Painting of top capping (6' from top) with black enamel paint and serial numbering of the poles by black letter (2.5" size) on yellow circular background (4" dia) with enamel paints etc. The work needs to be carried out near Vastan mines site office, limestone mines and near Valia Mines site office.

(b) **Precasting work by RCC M20 Grade concrete ( Minimum cement content 350 kg /m3) (Supply of Cement is in the scope of bidder)** with 20mm downgraded stone aggregates for RCC precast pillars/Block of required size to be casted (**as per drawing attached with tender**) including heavy duty hooks for lifting purpose, necessary shuttering with Ply-batten/ MS Plates for smooth finishing, compaction with vibrator, curing for minimum seven days, de-shuttering, lifting, shifting, transporting & placing at desired locations in various locations of vastan mines area and roads carefully to avoid damages etc... all complete as per the specifications with all labour, materials , equipments, tools & tackles.

The precast is of three types the details of which are as under:-

**(1) Type-1 Precast, 300 x 300 and tapered to 150x150 and Height 1300 mm.**

After casting, the precast is to be erected at various location of mines by Excavation of earth, transportation, Placing precast in excavated pit and backfilling sides after erection. The precast pillar is to be painted with two coats of synthetic enamel paint (**Berger/Asian brand**) by yellow colour at all the sides but the top 100 mm of precast is to be painted with red synthetic enamel paint. All pillars has to be serial numbered as directed by EIC

**(2) Type-2 Precast, 250 x 250 x 900 mm and top 100mm tapered to 150mm x150mm**

After casting, the precast is to be erected at various location of mines by Excavation of earth, transportation, Placing precast in excavated pit and backfilling sides after erection. The precast pillar is to be painted with two coats of synthetic enamel paint (**Berger/Asian brand**) by yellow colour at all the sides but the top 100 mm of precast is to be painted with red synthetic enamel paint. All pillars has to be serial numbered as directed by EIC

**(3) Type-3 Precast, Height 600mm, Length 900mm and trapzoidal shape 300mm at bottom and 200mm at top.**



After casting, the precast is to be transported and erected as road divider at various roads of mines area. The precast pillar is to be painted with two coats of synthetic enamel paint (**Berger/Asian brand**) by alternate yellow and black color band at all the sides after curing period of Seven days as directed by EIC.

(C) **Supplying and fixing of Fe 500 grade TMT/HYSD bar reinforcement** confirming to IS1786 of Electrotherm, Sail or Vizag make for R.C.C. Precast work including transportation, loading, unloading, shifting, straightening, handling, cutting, bending, binding, placing and tie in position using 18SWG GI binding wire double knot and cover blocks of same grade of concrete as that of concrete etc. complete as directed by Engineer in charge. The rate shall be including cost of all materials, labours, supervision, wastage and equipments, tools & tackles etc. (The unit rate for reinforcement shall include all wastages, binding wires, chairs, spacer bars, avoidable laps etc. for which no separate payment shall be made).

**Barbed wire fencing work is to be done in Limestone mines, Near Vastan Site office and at Valia Mines. Whereas precasting work is to be done near New Mangrol mines stockyard and after completion of curing period and painting, it is to be shifted and erected at desired location as directed by EIC.**

**Scope of work includes leveling of the area provided by GIPCL for Precast work and necessary preparation of smooth bed surface**, providing, supplying and laying of all materials, safe storage of materials, wastage, labour, supervision, shifting, transportation, loading, unloading, plant and equipment, machinery, wastage of materials, all consumables such as, but not limited to fuel, lubricants, petrol, oil, diesel, all required tools & tackles, all leads & lifts, etc.. and all necessary auxiliary works not specified herein but which is required to carry out for satisfactory and timely completion of entire scope of work as specified and as directed by Engineer-in-charge.

The bidder must have to mobilized and make own arrangement for Hydra, Tractor trolleys, Dumpers, water tanker, vibrators, needles, bar cutting machines other required tools and tackles for the quality and timely completion of work as directed by Engineer-in-charge as per site requirements time to time.

Bidders shall use materials as approved by GIPCL for fencing and precast works and submit test certificates for barbed wire.

Prior to start the work, the contractor shall get approval of the samples of each and every material, which will be the part of work as a whole from GIPCL.

It is not the intent to specify completely herein, all details of works covered under this enquiry. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the CONTRACTOR's guarantee period in a manner acceptable to the COMPANY who shall have the power to reject any works or materials which in his judgment are not in full accordance with the specification requirements. In case of any conflict regarding the interpretation of the intent or meaning of the specifications or drawings, COMPANY shall interpret such intent or meaning, which will be final and binding on the CONTRACTOR.





### **1.1 TOOLS & TACKLES AND EQUIPMENTS**

For proper execution of the contract, the contractor is required to arrange sufficient quantity of tools & tackles and equipments in good working condition with sufficient quantity of materials at site. Contractor is required to maintain sufficient number of standard tools & tackles including vibrators, needles, shovels, wire brush, metal pan, crowbars, etc. in good working condition at site.

The estimated list of such equipments, tools & tackles is provided under Annexure-E1 of Section-F herein under. Contractor shall note that this list is not exhaustive and if any additional tools & tackles and equipments are required for proper performance of the contract, the contractor shall also arrange the same immediately with no extra cost to GIPCL.

### **1.2 FAILURE DURING EMERGENCY**

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty four hours 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, including GST. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

### **1.3 SCHEDULE OF ACTIVITIES**

Contractor shall deploy suitable manpower along with supervisors to carry out the activities of scope of work. The contractor shall deploy their sufficient supervisors & site-in-charge for day to day monitoring, to check the site requirements regularly and to get the certification of work done on daily basis from concerned GIPCL's representatives. Various activities shall be carried out as directed 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 the works independently.

### **1.4 DISPOSAL OF MATERIAL**

Contractor shall be responsible for removal and disposal of surplus materials and cleaned stuff etc at designated locations. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of material.

### **1.5 SCOPE OF CONTRACTOR**

1. All tools & tackles, Hydra, Mixer Machine, tractor-trolleys, dumpers, equipments, machineries, shuttering and supporting materials (Ply, batten, steel as per the requirement), Vibrators, needles etc required to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & equipments.



2. All consumable items like Cement, Reinforcement steel, Precast heavy duty poles, barbed wire, lime, synthetic enamel paint, sand, aggregate, cotton waste, kerosene, gas, diesel, lubricants, line dori, chalk etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
5. Contractor has to depute their full time experienced overall site-in-charge & supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to get work supervision, to record joint work done reports/measurements/trip certification, to prepare bills, to prepare & apply manpower gate pass, to maintain statutory & legal compliance records, etc...

## **1.6 TO REMEDY DEFECTIVE WORK**

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

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

## **1.7 DAILY DIARY AND PROGRESS REPORT**

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

The CONTRACTOR shall provide 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 provided by contractor at 9:00 hours 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/offered final percentage rate on GIPCL's provided SoR item rate. Price bid shall be inclusive of cost of all approved materials like Cement, Reinforcement steel, Precast heavy duty poles, barbed wire, lime, synthetic enamel paint, sand, aggregate, cotton waste, kerosene, gas, diesel, lubricants, linedori, chalk etc and other required materials, safe storage of materials, wastage, operators, helpers, labour, supervisors, survey work, consumables like but not limited to petrol, diesel, oil, lubricants and all the required tools & tackles, equipments, machineries like Hydra, Mixer Machine, Water tanker, Dumper/truck, tractor-trolleys, JCB, air compressor, etc..., loading-unloading,



transportation, mobilization & de-mobilization, idle charges of labours, operators, drivers, machineries, equipments during unavailability of front or due to unavoidable circumstances or any reasons whatsoever, safety equipments & PPEs, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax (except GST, applicable GST shall be quoted separately in online price bid), 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.

Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates). However, contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his/her employees of corresponding category.

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

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

The rates shall be firm for entire contract period 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 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.

### **3. CONTRACT PERIOD**



Contract period will be 06 (Six) Months from the date of issue of LOI or work order whichever earlier.

GIPCL reserve the right to extend the contract period up to 03 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

### 3. **TERMS OF PAYMENT**

#### **A. Conditions of Payment:**

The contractor shall raise running invoice/final bill in duplicate for 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 said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Contract Security deposit/irrevocable PBG at 10% of contract value excluding GST shall be submitted as per clause no.: 1 of Section-C. Security deposit/irrevocable PBG will be returned to the Contractor without any interest after successful completion of defect liability period from actual contract completion date as certified by Engineer-in-charge and as per clause no.: 1 of Section-C.
- (iii) GST shall be paid along with bills after fulfillment of following terms.
  - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
  - (b) Citing the Goods and service Tax Registration no. And the date of issue of registration certificate on invoices.
  - (c) Claim of GST amount with percentage (%) separately shown on the invoices.
  - (d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
  - (e) The bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
  - (f) The contractor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self certified authentic third party evidence ([www.cbic-gst.gov.in](http://www.cbic-gst.gov.in)) shall be adduced to that effect by the contractor.
- (iv) At the time of submission of the first RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, etc at site as desired by GIPCL. 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 if applicable.
- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
  - (1) Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
  - (2) Security deposit recoverable if any.
  - (3) Advance on materials / work progress advance payments, if any.



- (4) LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
- (5) Any other dues recoverable by GIPCL from the contractor under the contract.
- (vi) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & 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 if applicable.
- (vii) The Contractor shall submit his Final Bill within a period of four 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 four ~~three~~ months. After the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL, the bidder to submit no claim no arbitration certificate to GIPCL for the latter to pay the Final Bill.
- (viii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

#### **B. Validity and Uniformity of Rates**

The rates shall be valid and shall remain unaltered and firm for the Contract Period and for any agreed extension thereof.

### **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) Joint Measurement records / Daily work certification records in the form of joint inspection reports duly signed by authorized representative of contractor and GIPCL Engineer.

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 Proforma (Annexure-D), after the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL.

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

## **7. MEASUREMENT & DAILY REPORTS**

The measurement shall be in item wise unit mentioned in Schedule of Quantity for finished product of work done as per detailed technical specifications mentioned in schedule of quantity.

The contractor shall be required to furnish satisfactory job completion report and joint record of measurement to GIPCL. In the bill, payment shall be released based on the joint measurement record of the works.

WMM works shall be paid based on joint certified level records before and after completing respective activities as per scope & specifications.

To arrive at weight of the material for payment in MT basis, the Weighment slips of GIPCL weighbridge shall be required to submit with the bill.

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 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.

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 7-15 days from the time the intimation given by GIPCL.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.





**9. QUANTITY OF WORK**

The estimated quantities of work required to be carried out by the contractor are as given in the Section-E (Schedule of Quantity). estimated and shall vary according to the exigencies of work at site. However, the rates quoted by Bidder (after reverse auction) shall remain firm irrespective of any variation in estimated quantities. Contractors shall engage required nos. of labours along with required tools & tackles as per work load and emergency situations throughout the contract period to perform his contractual duties.

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

**10. DEFECT LIABILITY PERIOD**

The defect liability period of whole work shall be 01 (One) year after completion of contract as certified by Engineer-in-charge.

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

**11. 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.

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## SECTION-E SCHEDULE OF QUANTITIES & RATES

**Providing and fixing of barbed wire fencing & Precasting with erection at Mines area.**

### **Part-A: VASTAN & LIMESTONE**

<b>Sr. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1	Providing, transporting and fixing of barbed wire fencing with 2.13 Mtr. (7') long heavy duty pre-cast poles and spacing at 2.5 mtr. c/c bracing poles at every 15 mtr. c/c and every junction / corner, this is including the lime painting (with fevicol) of all poles with top capping (6' from top) with black enamel paint and numbering of the poles by black letter (2.5" size) on yellow circular background (4" dia) with enamel paints (Berger/Asian), including exavation of pits (300mm dia 500mm deep) and grouting of poles with 1:4:8 mix concrete and also including providing, transporting and fixing of (Tata make) 5 rows of 12-14 gauge barbed wire, 2 cross wire between pole to pole with J bolts, nuts and packing for fastening and tightening having galvanization of 90-120 gsm as directed by GIPCL engineers.	3800.00	M	379.50	14,42,100.00
2	Precasting work by M20 grade RCC (Minimum cement content 350 kg/m3 of concrete, with 20mm downgraded stone aggregates for RCC precast pillars/Block of required size to be casted (as per drawing attached with tender) including heavy duty hooks for lifting purpose, necessary shuttering with Ply-batten/ MS Plates for smooth finishing, compaction with vibrator, curing for minimum seven days, de-shuttering, lifting, shifting, transporting & placing at desired locations in various locations of vastan mines area and roads carefully to avoid damages etc... all complete as per the specifications with all labour, materials , equipments, tools & tackles but excluding reinforcement charges				



	to be paid in below mentioned item no 3) as directed by EIC				
Sr. No.	Item Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
2A	<b>Type-1 Precast, 300 x 300 and tapered to 150x150 and Height 1300 mm.</b> After casting, the precast is to be erected at various location of mines by Excavation of earth, transportation, Placing precast in excavated pit and backfilling sides after erection. The precast pillar is to be painted with two coats of synthetic enamel paint by yellow colour ( <b>Berger/Asian brand</b> ) at all the sides but the top 100 mm of precast is to be painted with red synthetic enamel paint. All pillars has to be serial numbered as directed by EIC	28	No	1150.00	32,200.00
2B	<b>Type-2 Precast, 250 x 250 x 900 mm and top 100mm tapered to 150mm x150mm</b> After casting, the precast is to be erected at various location of mines by Excavation of earth, transportation,Placing precast in excavated pit and backfilling sides after erection. The precast pillar is to be painted with two coats of synthetic enamel paint ( <b>Berger/Asian brand</b> ) by yellow colour at all the sides but the top 100 mm of precast is to be painted with red synthetic enamel paint. All pillars has to be serial numbered as directed by EIC	110	No	850.00	93,500.00
2C	<b>Type-3 Precast, Height 600mm, Length 900mm and trapezoidal shape 300mm at bottom and 200mm at top.</b> After casting, the precast is to be transported and erected as road divider at various roads of mines area. The precast pillar is to be painted with two coats of synthetic enamel paint ( <b>Berger/Asian brand</b> ) by alternate yellow and black colour band at all the sides after curing period of Seven days as directed by EIC	100	No	1350.00	1,35,000.00
3	Supplying and fixing of Fe 500 grade TMT/HYSD bar reinforcement confirming to IS1786 of Electrotherm, Sail or Vizag make for R.C.C. Precast work including transportation, loading, unloading, shifting, straightening, handling, cutting, bending, binding, placing and tie in position using 18SWG GI binding wire double knot and cover blocks of same grade of concrete as that of concrete etc. complete as directed by Engineer in charge. The rate shall be including cost of all materials, labours,	1100	KG	45.124	49,636.40



	supervision, wastage and equipments, tools & tackles etc. (The unit rate for reinforcement shall include all wastages, binding wires, chairs, spacer bars, avoidable laps etc. for which no separate payment shall be made).				
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**PART:-B AT VALIA MINES**

Sr. No.	Item Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
4	Providing, transporting and fixing of barbed wire fencing with 2.13 Mtr. (7') long heavy duty pre-cast poles and spacing at 2.5 mtr. c/c bracing poles at every 15 mtr. c/c and every junction / corner, this is including the lime painting (with fevicol) of all poles with top capping (6' from top) with black enamel paint and numbering of the poles by black letter (2.5" size) on yellow circular background (4" dia) with enamel paints (Berger/Asian), including excavation of pits (300mm dia 500mm deep) and grouting of poles with 1:4:8 mix concrete and also including providing, transporting and fixing of (Tata make) 5 rows of 12-14 gauge barbed wire, 2 cross wire between pole to pole with J bolts, nuts and packing for fastening and tightening having galvanization of 90-120 gsm as directed by GIPCL engineers.	700	M	379.50	2,65,650.00
	<b>Total estimated SoR value (Excluding GST)</b> >>>				<b>20,18,086.40</b>

**GENERAL NOTE:**

(1) Above all item rates are inclusive of all labour cost, material cost, tools & tackles, equipments, vehicles, consumables, supervision, transportation, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax, levied by the Central, State Government or other Public bodies (excluding Goods and Service Tax).

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## SECTION-F LIST OF ANNEXURES & FORMS

### 1.0 ANNEXURE-A (Whichever is applicable)

#### 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<br>Persons.      |
| 6) Details of E.C Policy                                       | : Valid up to                      for<br>Persons.      |
| 7) Documents attached for verification for the previous month. | : Wage & Attendance Sheets.                      Yes/No |
|  | P.F Challan                      Yes/No                 |
| 8) Documents attached for verification (in case of Final Bill) | : Bonus Payment Register                      Yes/No    |
|  | : Leave wage register                      Yes/No       |
| 9) Security Deposit / Retention Money lying with Co.           | : Yes / No if yes, Rs.                                  |

Date :

Signature of Contractor



with official stamp

## 2.0 **ANNEXURE-B**

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

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

B. G. No.----- Date: .....

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Petrochemicals, Dist. Vadodara – 391 346, Gujarat State, India (hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. .... / has placed a purchase order on M/s.....(hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns ) for .....on the terms and conditions as set out inter alia, in the Company's contract No./ P.O.No.....date .....and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for....% (.....percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."

2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made





on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.------(Rs .....only)

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. This guarantee will remain valid up \_\_\_\_\_ days or \_\_\_\_\_ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

6. We .....Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney  
Signature of duly Authorized  
person

On behalf of the Bank

With Seal & Signature code





## 2.0 ANNEXURE-C

### PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No ..... Date:.....

1. WHEREAS M/s.Gujarat Industries Power Company Limited having its Corporate Office at PO: Petrochemicals, Dist.Vadodara – 391 346, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----  
----- (hereinafter called "the said tender")to M/s.....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. We .....Bank having its branch office at ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. We .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.



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

Date.....

..... Bank  
Corporate Seal of the Bank  
By its constitutional Attorney

Signature of duly Authorized person  
On behalf of the Bank  
With Seal & Signature code



#### 4.0 **ANNEXURE-D**

**PROFORMA CERTIFICATE**  
(No claim, No arbitration)

To,  
Addl General Manager (Valia-Mines)  
Gujarat Industries Power Company Limited,  
Surat Lignite Power Plant,  
Village: Nani Naroli, Ta. Mangrol,  
Dist. Surat – 394112 (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 **Form-A**

### **List of qualifying staff to be submitted with physical documents**

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

## 6.0 **Form-B**

### **List of Tools & Tackles to be submitted with physical documents**

Sr. No.	Description	Nos.	Status

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

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





## 6.1 **ANNEXURE-E-1**

### **EQUIPMENTS, TOOLS & TACKLES TO BE OWNED BY CONTRACTOR**

Sr. No.	Description	Quantity
1.	Hydra	1 no. (As per the requirement)
2.	JCB	1 no. (As per the requirement)
3.	Tractor with trolley	2 no.
4.	Mixer Machine	2No
5.	Truck/Dumper	1 no.
6.	Water Tanker	1 no.
7.	Auto level /Level pipe	1 no
8.	Bar cutting machine (up to 12 dia).	1 no.
9.	Petrol/Electric vibrator.	2 no. each
10.	60mm/40mm needle.	2 no. each
11.	Halogen with cable.	02 nos.
12.	Shuttering plate, Ply, Battens.	As per the requirement.
13.	Line dori	As per the requirement
14.	Lime powder	As per the requirement
15.	Iron pan,Spade,pickaxe,crowbar etc	As per the requirement
16.	Canvas/PVC Pipes with connection accessories.	As per the requirement

### **NOTE:-**

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



## 7.0 ANNEXURE-E

**(Performa for daily work done report/measurement sheet)**

**Name of Work:**

**Name of Agency:**

**Work Order No.:**

**DAILY WORK DONE REPORT FOR DATE:** \_\_\_\_\_

**Name of Supervisor of Contractor:** \_\_\_\_\_

**Sign of Engineer-in-charge (to be taken at 08:30 AM to 08:45 AM):** \_\_\_\_\_


**Sign of Contractor's site-in-charge**

**Total nos. of trips certified by me**

**(Shift-in-charge, Main Control Room)**

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## 8.0 **ANNEXURE-F**

### **Declaration Cum Undertaking for Safety Laws and Regulations Compliance**

*(To be submitted on Company's Letter Head)*

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

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### **Declaration for Contractual Disputes/ Litigations**

*(To be submitted on Company's Letter Head)*

**Please Tick (✓) whichever is correct option**

\_\_\_\_\_ on behalf of .....Name of Party/Company.....hereby confirm that I /We have

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

**Please Tick( )**

**OR**

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

**Please Tick( )**

If "b" is applicable, please submit the details for the same.

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder



## 9.0 ANNEXURE-G

### **Schedule of Deviation from Technical Specification and Commercial Terms and Conditions**

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

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

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



**10. ANNEXURE-H**

**PARTICULARS OF THE BIDDER**

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

COMPANY SEAL

SIGNATURE .....

NAME .....

DESIGNATION .....

COMPANY .....

DATE .....



## 10. **ANNEXURE-I**

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

1. For making online payment, first go to the website: **www.gipcl.com**

2. Then, click on the caption/link as can see like:

***“Click here for Making Online Payment of Advance for Ash, DM water etc.”***

(The link is visible as horizontal highlighted below Tenders - News & Update Section. Can be seen in below screenshot)

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.

4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

If the some required fields are not known/available, vendor may write “Not Available” and then proceed. E.g. some information like Party code is not available to vendor or GST No. not available with vendor.

**Optional Note:** Although mentioned as above can be proceeded with “Not available”, It will be appreciated that regular vendors may obtain the party code from Materials Deptt. or Concerned Person, so that the vendor can be identified. The same party code may be used for future transactions also.

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.

By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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