

GUJARAT INDUSTRIES POWER COMPANY LIMITED P.O.RANOLI-391350, DIST: BARODA

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252 E-Mail: purchase @gipcl.com

Tender No: MAT/MM/PAINTING/GIPCL/2021/ Tender Date: 17.03.2021

Tender Due Date: 07.04.2021

TENDER FOR BI- ANNUAL RATE CONTRACT FOR PAINTING OF BUILDING & STRUCTURAL STEEL MEMBERS AT GIPCL-BARODA PLANT FOR THE YEAR 2021-2023.

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT



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NOTE:

All the Bidders should study entire Tender documents carefully & may Carry out Plant visit before quoting & submitting their Bid to Understand scope of work and its importance.



NOTICE INVITING TENDER (NIT)

Tender No: MAT/MM/PAINTING/GIPCL/2021 Tender Date: 17.03.2021

Name of work	Bi-Annual rate contract for painting of building & structural steel members at GIPCL-Baroda plant for the year 2021-2023.
Place of work	Gujarat Industries Power Company Limited. P.O.Ranoli, Dist: Baroda-391350.
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in schedule of quantities & rates.
Contract period	Two Years (02 Years)
EMD	Rupees 30,000=00 (Rupees Thirty Thousand only) by way of Demand Draft In favour of GIPCL payable at Baroda OR Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Availability & downloading of online E- Tender documents.	On website: www.gipcl.com
Last date of submission of offer	07.04.2021 Up to 17:30 hrs.
Submission of EMD and other supporting documents for technical Bid in physical form.	On or before 07.04.2021 during office hours to Addl. General Manager (M&C) at office of GIPCL-Baroda, Dist.Baroda-391350
Estimated cost of Tender as per SOR	Rs.29,30,285.00 (Excluding GST)
	(Rupees Twenty Nine Lacs Thirty Thousand Two Hundred Eighty Five Only)

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 schedule of quantities & rates and conditions mentioned in the tender document, adhering to technical specifications, scope of work, General terms & conditions and special conditions of contract as well.

4. The Bidders are required to submit technical bid, EMD and other supporting documents in physical form only as per the instruction given at "<u>DETAILS FOR SUBMISSION OF TENDER AND INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING</u>" at the following address:

Additional General Manager (M&C)

Gujarat Industries Power Company Limited P.O.Ranoli – 391350,

Dist: Baroda (Gujarat)

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159,

Extn: 4252, E-Mail: purchase @gipcl.com

5. The Bidders are required to submit their price bids online thru the website https://www.nprocure.com



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

DETAILS FOR SUBMISSION OF TENDER AND INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

JOB: BI- ANNUAL RATE CONTRACT FOR PAINTING OF BUILDING & STRUCTURAL STEEL MEMBERS AT GIPCL-BARODA PLANT FOR THE YEAR 2021-2023.

BIDDER HAS TO SUBMIT THEIR OFFER IN TWO PARTS i.e. PART (A) TECHNICAL BID & PART (B) - PRICE BID.

(A) TECHNICAL BID:

You have to submit following documents along with Technical Bid of Tender.

- (1) EMD of **Rs.30,000/-** (Rupees Thirty Thousand only) by way of demand draft in favour of "GUJARAT INDUSTRIES POWER CO. LTD" payable at Baroda OR by way of bank guarantee as per given format. (EMD of unsuccessful bidder will be returned). Offer without EMD shall not be considered. No interest shall be paid on EMD.
- (2) Section—A of tender documents i.e. Details for submission of Tender and Instructions to Bidders for online tendering duly signed & stamped as a token of acceptance along with necessary documents as indicated in section-A of Tender Document.
- (3) **Section-B** of tender documents i.e. **Eligibility Criteria** duly signed & stamped as a token of acceptance along with necessary documents as indicated in Tender Document.
- (4) **Section-C** of tender documents i.e. **Technical Specifications** duly signed & stamped as a token of acceptance.
- (5) **Section-D** of tender documents i.e. **Special Conditions of Contract** duly signed & stamped as a token of acceptance.
- (6) **Section-E** of tender documents i.e. **List of Tools & Tackles** provided by Contractor duly signed & stamped as a token of acceptance.
- (7) **Section-F** of tender documents i.e. **General Conditions of Contract** duly signed & stamped as a token of acceptance.
- (8) **Section-G** of Tender documents i.e. **Annexures and Forms**, **Declarations**, **Client List**, **Deviation sheet**, if any deviation is taken to the terms & conditions of Tender documents or else submit with remarks "NO DEVIATION"

- (9) Section-H of Tender documents i.e. **Schedule of Quantities & rates** duly signed & stamped as a token of acceptance.
- (10) Section-I of Tender documents i.e. <u>Price Bid without indicating the higher, lower or same rates</u> and submit the same along with your technical bid as a token of acceptance.

NOTE: YOU HAVE TO SUBMIT ABOVE DOCUMENTS BY COURIER / HAND DELIVERY ON OR BEFORE DUE DATE OF TENDER AT THE ADDRESS GIVEN BELOW. PLEASE NOTE THAT WITHOUT SUBMISSION OF ABOVE DOCUMENTS YOUR OFFER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

(B) PRICE BID:

(1) **Section-I** Price Bid duly filled, signed & stamped by bidder.

(You are requested to offer your rates as per the price bid format given in tender documents only)

Price bid is given at Section-I. Bidder has to give their prices in terms of same / above / below the SOR.

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

Sr. No	Description
01.	Tender documents are available only in electronic format and same can be downloaded from the website https://www.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com .
02.	Price bid should be submitted online through the website https://gipcl.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only.
03.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
04.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India) Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvfc.net, website: www.nprocure.com

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.

E- REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- 3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- 4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.
- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on https://e-auction.nprocure.com that the bidder shall be allowed to participate the e-Reverse Auction.
- 6) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:
 - (n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road,

Bodakdev Ahmedabad – 380054 (Gujarat) Toll Free: 1-800-419-4632 / 1-800-233-1010,

Phone No. 079-26857315 / 316 / 317,

Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit https://www.nprocure.com/html/faq.asp for information regarding e

tendering registration process.

ADDRESS FOR SUBMISSION OF TENDER:

ADDITIONAL GENERAL MANAGER (MAT & CONT)
GUJARAT INDUSTRIES POWER COMPANY LIMITED
P.O.RANOLI - 391350, DIST: BARODA
PHONE: 2234252 (Direct)

(EPABX) (0265) 2232768, 2232213 & 2230159, Extn: 4252

E- Mail: purchase@gipcl.com.



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-A

INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Power company located at P.O.Petrochemical-391346, Dist: Baroda with installed capacity of 310 MW.

GIPCL-Baroda is accessible by road from Baroda railway station and Airport and plant is about 15-18 Kilometers from both the locations.

The Company intends to award Bi-Annual rate contract for painting of building & structural Steel members at GIPCL-Baroda plant for the year 2021-2023 for a period of two years and is therefore inviting open tenders online (https://www.nprocure.com) from experienced & resourceful contractors.

2. **SCOPE OF WORK:**

- 2.1 Scope of work includes supply of approved paints, and shade, applying painting on the various plant structures as well as decorative painting for building, furniture, structures, etc... as per quantity mentioned under respective items of BoQ and as per detail specifications.
- 2.2 Scope of work also includes supply of approved paint and applying painting on miscellaneous structural steels, piping racks, etc... as per specifications on basis of actual joint measurement of work done.
- 2.3 Scope of work also include to paint manually as well as by spray paint to electrical equipments like poles, cable trays, motors, panels, junction box, push buttons stations, etc
- 2.4 Scope of work include to paint or shot blasting to mechanical equipments, machineries, piping, ducting, etc
- 2.5 Scope also includes supply of approved paints and other materials like primers, thinners, consumables as mentioned on SOR (Schedule of Rate). Scope of work also include arranging required equipments, digital Elko meter, compressor, jetting nozzles, hose pipes with all accessories, safe storage of materials (to not contaminate the area), disposal of wastage of paint during painting. Quoted price shall include cost of labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, approved scaffolding (standard MS pipes & clamps only), MS ladders etc. which are necessary for execution of work.
- 2.6 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.

- 2.7 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or minimum guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.
- 2.8 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. Bidder's senior Executive shall visit periodically to the GIPCL premises and note down the problems reported by the GIPCL's Authorized Officer and resolve the same within stipulated time.

NOTE:

- (A) 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.
- (B) All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

4. **GENERAL INSTRUCTIONS**

- 4.1 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.
- 4.2 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.
- 4.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, 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.
- 4.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 4.5 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.
- 4.6 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.
- 4.7 The tender documents shall not be transferable.

- 4.8 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, If required.
- 4.9 Conditional offers shall not be considered and liable to be rejected.
- 4.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 4.11 Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 4.12 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.
- 4.13 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.
- 4.14 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.
- 4.15 If the successful Bidder is a consortium / joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 4.16 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 4.17 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 4.18 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.

5. PLANT VISIT:

The Bidder is advised to visit the GIPCL-Baroda Plant after downloading the tender copy from website: www.gipcl.com to study the actual working conditions, compliance related to labour, safety etc. before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

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

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, importance of work, round the clock working conditions, safety requirements, etc. which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL. The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer.

6. <u>LANGUAGE OF BID</u>

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

7. <u>EARNEST MONEY DEPOSIT (EMD):</u>

- 7.1 An EMD of Rupees Thirty Thousand (Rs.30,000=00) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Baroda.
- 7.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited. Baroda from any public sector bank or schedule private sector bank. The format of bank guarantee shall be as attached specimen only.
- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 7.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.

- 7.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.6 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to Addl. General Manager (M&C) GIPCL-Baroda as per details given in tender.
- 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**

EMD and other documents dully signed to be submitted in physical form on or before due date of closing of the tender

Address for Submission:

Addl.General Manager (M&C) GUJARAT INDUSTRIES POWER CO. LTD., P.O.Ranoli-391350,

Dist: Baroda, (Gujarat)

Phone Nos.: (Direct) 2234252, EPABX (0265) 2232768, 2232213, 2230159, Extn: 4252

E-Mail: purchase @gipcl.com

Note: EMD shall be submitted in physical form on or before due date of closing of the tender.

8. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted within the dates specified in the NIT along with the details of 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 bidder.
- 2. Schedule of deviation as per attached deviation sheet, technical as well as commercial, if any.
- 3. Qualification & experience of Supervisors / man powers.

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

- 1. The tender documents dully signed in all pages without price bidalong with techno-commercial deviations, if any.
- 2. Proof of experience meeting the minimum eligibility criteria.
- 3. Performance certificate issued by clients.
- 4. Previous work order copies.

- 5. Details of present work order (if any).
- 6. Turn over for the last three years, audited annual accounts / financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
- 7. P.F Number and Allotment Letter.
- 8. PAN Number.
- 9. GST registration number/certificate copy.

(b) PRICE BID:

- **1.** Price Bid shall be submitted online only in soft form through n-procure portal system only. (https://www.nprocure.com)
- 2. **GST** shall be paid extra at actual by GIPCL as per prevailing rates as declared by Central Government on submission of documentary evidence.
- 3. Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR _____% below the estimated value OR_____% above the estimated value" as per Annexure-H.
- 4. The quantities shown in the price Bid of Annexure-H 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.

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

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 officer in charge, 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. <u>EFFECT AND VALIDITY OF THE BID</u>

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

12. OPENING OF BIDS

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

12.2 **Preliminary Examination**:

- 12.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.
- 12.2.2 Arithmetical errors will be rectified on the following basis:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
 - (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

13. EVALUATION & COMPARISON OF BIDS:

- 13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.
- 13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 13.6 Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 13.7 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14. RIGHT OF REJECTION OF TENDERS

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

15. AWARD OF CONTRACT

- 15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.
- 15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.
- 15.3 GIPCL reserves the right to cancel / short close the contract during the contract period without assigning any reason whatsoever.
- 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 02 (Two years) year from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').
- 16.2 GIPCL reserves the right to extend the Contract Period for further period of three months with the same rates, terms and conditions without any price escalation and entering into any new contract.

17. CONTRACT SECURITY DEPOSIT:

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount Equivalent to 10% (Ten) of the "Annual contract value" from any schedule public sector bank OR schedule private sector bank, 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 fifteen days from the date of LOI or work order, whichever is earlier.

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

The security deposit will be returned to the Vendor/Contractor without any interest at the end of the 'Retention Period' after completion of contract and on fulfilling contractual obligations throughout the retention period.

However, any delay in submission of security deposit (SD) will result in equivalent late release of entire SD after guarantee period.

18. ASSIGNMENT AND SUB-LETTING

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

19. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER:

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
 - 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 office in charge 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 GIPCL-Baroda site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges & the same will be recovered from the Contractor's bill.

- (x) Important Note: Whenever any of the Unit at Vadodara 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.

20. 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 Bid, in writing or by E-mail at the GIPCL's mailing address purchase@gipcl.com 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 prospective Bidders.

21. 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'.

22. <u>UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND</u> 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 before closing of bid dates. All such interpretations and clarifications shall form a part of the Bid documents.

23. PAYMENTS

You shall submit R. A. bills and final bill in approved Performa in duplicate to the Engineer-in-charge giving abstract and detailed measurements for the items executed. The payment of RA bills and final bill shall be made within 30 days from the date of RA bills / final bill certified by the Engineer-in-charge after making necessary deductions as applicable. Bidder is required to submit documents with each bill / final bill as per Section-D, Condition No.12.

24. POINTS TO BE CONSIDERED DURING QUOTING PRICE BID

- The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical Specifications.
- b. The quantities given in the schedule of rates are estimated and payment will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the 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 on line submission of bid in order to avoid non participation of e-tender due to probable technical problem in e-tender system

25. **QUANTITIES**

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by officer 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 officer 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.

NOTE:

- Tender documents are available only in electronic format. Bidders can download from the web site: www.gipcl.com
- Following should be submitted physically or by courier in sealed envelopes as per "details of submission of tender" given in this tender documents before due dates of tender at following address
 - [1] E.M.D. cover [2] Complete copy of tender documents with un-priced bid duly signed & stamped on each page as a token of acceptance [3] Supporting Documents for eligibility criteria and Technical Bid.[4] Deviation sheet, if any.

Address for submission:

Addl.General Manager (M&C) M/s. Gujarat Industries Power Company Limited. P.O.Ranoli-391350, dist; Baroda

3. Bidders who wish to participate in tender will have to download the tender before due date set for tender. GIPCL will not be held responsible in case of late submission of offer by bidder due to any reason.



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-B

ELIGIBILITY CRITERIA

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

- 1.1 Bidder should possess minimum **Three years** of experience **out of last five years** (i.e. Year 2015 to 2020) in similar nature of painting jobs like in industrial structural painting work etc. in power plant / Process Industries and should enclose proof of the same.
- 1.2 Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- 1.3 Bidder should produce evidence of having experience of 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 self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:
- a. One similar completed / executed work costing not less than the amount equal to Rs. 11.75 Lacs. (80% of the Annualized estimated cost)

OR

b. Two similar completed / executed works each costing not less than the amount equal to Rs. 8.80 Lacs. (60% of Annualized estimated cost)

OR

c. Three similar completed / executed works each costing not less than the amount equal to Rs. 5.86 Lacs. (40% of Annualized estimated cost)

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

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

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

- 1.5 EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank.
- 1.6 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 1.7 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, If Bidder/Bidders fail to submit required documents within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 1.8 Bidder should have average **annual turnover of Rs. 4.50 Lacs** value for any two financial years out of last three financial years. **i.e. 2017-18, 2018-19 & 2019-20.**Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last two financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.
 - NOTE: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
- 1.9 The Bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copies of the same shall be submitted.
- 1.10 The net worth of the bidder should be positive as evidence from audited accounts of last financial year.
- 1.11 Bidder has to submit GST number. Copy of the same shall be submitted.
- 1.12 In case bidder is a consortium / joint deed of undertaking of company, the above requirement/credential of consortium leader / bidder shall be considered unless otherwise specifically mentioned in the tender.

1.13 ADDITIONAL ELIGIBLITY CRITERIA:

- 1. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt.of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
- 2. Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of "Declaration for Safety Laws and Regulations" and "Declaration for contractual disputes/litigations" as amended in **Annexure / Form** attached at Section –G.
 - a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

The Bidder shall submit all the evidences, documents, attested copies of work orders & work completion certificates etc... as a proof with EMD &Tender Fee and also provide the requisite details online for meeting the prequalification requirements. GIPCL will verify the experience, performance, capability & strength of Bidders, independently for executing the job. GIPCL may visit the site & consult the owner of the industry/property where similar job is executed by 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.

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



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

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SECTION-C

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR PAINTING WITH PROTECTOMASTIC & PU PAINT:

- 1. The steel structures like columns, beams, trestles, plates, angles, channels, etc... are to be painted as per specifications. The structures are fabricated by beams, channels, angles, flats & plates of different size and thickness.
- 2. Surface preparation of structures by scrapping & cleaning the surface by wire brush, chisels, buffing wheel, mechanical tools & grinder is to be done compulsorily. At some locations, the cleaning shall be carried out by water/air jetting. All necessary arrangement for water/air jetting including arrangement of pump, compressor, etc. shall be in the scope of contractors. All the loose rust, old paints etc. are to be cleaned up to the entire satisfaction and certification of Engineer-in-charge. Without certification of scrapping & cleaning work from Engineer-in-charge, painting will not be allowed. Joint records to be taken for initial thickness of existing surface with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.
- 3. One coat of minimum 100 micron DFT High Build self priming epoxy primer (Composition: Modified epoxy, cured with polyamidoamine) to be applied uniformly on the surface of steel after perfectly cleaning the structures by the wire brush, chisels & grinders. All the loose rust, paints etc. are to be cleaned. Joint records to be taken for verification of thickness with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.
- 4. Before applying successive coat, proper cleaning of the entire surface shall be carried out to remove any dirt, dust, etc.
- 5. First coat of minimum 30 micron DFT Acrylic Polyurethane paint (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides) is to be applied uniformly. Joint records to be taken for verification of thickness of first coat with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.
- 6. After drying of the first coat & surface cleaning, the next successive coat of minimum 30 micron DFT Acrylic Polyurethane paint (Composition: Acrylic resin with urethane hardener, cured with aliphatic isocyanides) shall be applied uniformly. Joint records to be taken for verification of thickness of second coat with digital Alco meter (to be supplied by contractor) as directed by Engineer-incharge.

SPECIFICATIONS FOR PAINTING WITH SYNTHETIC ENAMEL PAINT:

- 1. The steel structures like columns, beams, trestles, plates, angles, channels, etc... are to be painted with Synthetic enamel paint. The structures are fabricated by beams, channels, angles, flats & plates of different size and thickness.
- 2. Surface preparation of structures by cleaning the surface by wire brush, chisels, buffing wheel, mechanical tools & grinder is to be done compulsorily. At some locations, the cleaning shall be carried out by water/air jetting. All necessary arrangement for water/air jetting including arrangement of pump, compressor, etc. shall be in the scope of contractors. All the loose rust, old paints etc. are to be cleaned up to the entire satisfaction and certification of Engineer-in-charge. Without certification of scrapping & cleaning work from Engineer-in-charge, painting will not be allowed. Joint records to be taken for initial thickness of existing surface with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.
- 3. One coat of Red oxide zinc chromate primer confirms to IS: 2074 to be applied uniformly on the surface of steel after perfectly cleaning the structures by the wire brush, chisels & grinders. All the loose rust, paints etc. are to be cleaned. The thickness of primer should be 25 microns. Joint records to be taken for verification of thickness of red oxide primer with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.
- 4. Before applying successive coat, proper cleaning of the entire surface shall be carried out to remove any dirt, dust, etc.
- 5. One coat of Luxol high glossy Synthetic enamel paint in Light Grey shade is to be applied uniformly. The thickness of first coat should be minimum 25 microns. Joint records to be taken for verification of thickness of first coat of synthetic enamel paint with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.
- 6. After drying of the Light Grey synthetic enamel & surface cleaning, the next successive coat of Luxol high glossy Synthetic enamel paint in Smoke Grey shade shall be applied uniformly. The thickness of the second coat should be minimum 25 microns. Joint records to be taken for verification of thickness of second coat of synthetic enamel paint with digital Alco meter (to be supplied by contractor) as directed by Engineer-in-charge.

<u>SPECIFICATION FOR MALAMINE POLISH WORK ON WOOD SURFACE:</u>

- 1. SANDING: Sand the surface first using and paper 180 and then using and paper 320 and wipe clean.
- 2. STAINING for staining, apply Asian Paints Wood Stains and allow it to dry for 30min. Do not sand the stained coat.
- 3. SEALING Mix Asian Paints Melamine Sealer Base and Hardener in the ratio 90:10 by volume and thin it with 20-40% of Thinner (T-124) for spraying or Thinner for brushing (T-2). Allow a maturation time of 30min and use within 8 hours. Spray or brush 2 coats of sealer. For spraying, give an inter coat interval of 5-6hours. In case of brushing, the interval should be 8-10hours. Sand with and paper 320 or 400 between coats.
- 4. Topcoat Mix the Melamine Base and hardener in the ratio 9:1 by volume and thin it with 20-40% T-124 Thinner for spraying or Melamine brushing

Thinner for brushing (T2). Allow a maturation time of 30mins and use within 8hours. Spray or brush 2 coats of Matt or Gloss. For spraying, give an inter coat interval of 8-10hours. Sand with and paper 320 or 400 between coats.

SPECIFICATION FOR WHITE WASH WORK

Best quality of lime slacked in conformation to IS 1635 shall be used. Requied amount of glue or DDL manufactured by PIDILITE or equivalent as per instruction and indigo shall be added to produce solution, which after properly filtering through a fine cloth, will not stick to the fingers when rubbed after drying. Before any lime wash is applied to a surface, it is required that all loose material and dirt shall be removed by a brush and sand paper. Lime putty shall be used to make good all holes and irregularities of surface of minor repairs, which, should be left dry before applying second coat. Doors, windows, floors, etc. and such other parts of building shall be protected from being splashed upon. Splashing and dropping if any, shall be removed by the contractor at his own cost and the surface cleaned.

SPECIFICATION FOR OIL BOUND DISTEMPER

Material shall be as per item description.

Surface preparation includes scraping uneven surface, damaged plaster etc. with carborundum papers of suitable number till hard, clean surface is obtained. This is to be repeated till the work is approved by the Engineer. Putty shall be used to cover holes and unevenness on the surface as described in the preparation and application of putty.

Primer application for newly constructed wall

Primer should be cement primer or as per manufacturer's specification. These tins should be opened in presence of the Engineer. Before applying primer on the surface, its consistency must be approved by Engineer and shall be same as specified by the manufacturer. Primer should be applied with smooth brushes on surface to cover entire surface properly. There should be no brush marks, strips, etc. when applied on the surface. This surface should be allowed to dry atleast for 24 hours before next application.

Preparation and application of putty

It shall be prepared from English whiting chalk, linseed oil, white zinc and plaster of paris. However, exact proportion shall be decided as per site condition. If required or instructed respective colour distemper be mixed in presence of the Engineer. Water, if required, can be added as per the instruction and requirements to have proper consistency and stickness. Putty should be smooth and free from any coarse ingredient, etc.

Application of putty should be started only after approval of area by the Engineer in charge. It should be applied on the whole surface to make the surface smooth. No lumps should be allowed to dry completely.

After drying the surface should be scraped with sand/emery paper till smooth surface is obtained. If no proper smoothness is obtained again apply prime, putty, etc. and repeat the process as mentioned above, till the surface is perfect smooth as per instructions.

After application of first coat of putty, the surface shall be allowed to dry for 24 hours. Sand papering shall then be done to give smooth surface.

Subsequent applications of putty and sand papering shall be done till the Engineer-In charge is satisfied about final surface, which should be absolutely even, leveled and smooth.

On the surface so prepared, two coats of oil bound distemper of selected shade shall be applied only after instruction by the Engineer. A horizontal and vertical travel or brush together will be considered as one coat paint. Each coat of paint shall be applied only after Page 25 of 72

Inspection of Engineer. No brush marks shall be visible on the surface at the end of final coat. Final surface shall be smooth, even or roller finish and uniform in colour and texture.

SPECIFICATION FOR ACTYLIC EMULSION PAINT

Surface preparation, prime and putty application shall be as per specification of oil bound distemper. Two coats of Acrylic emulsion paints shall be applied as per manufacturer's specification.

SPECIFICATION FOR APEX WEATHER EXTERIOR PAINT

Surface preparation:

Surface is thoroughly clean, dry and free from all loose dirt, chalk, grease, funfi, algae and flaking paint. This can be achieved by brushing with a wire / stiff coir brush, followed by water jetting if required. Fill up all minor cracks and defects with white cement and sand mixture in the ratio 1:3. For application on previously painted wall, previous coatings of paint must be thoroughly scraped off and clean the surface thoroughly using wire brushes.

PRIMING:

Apply a liberal coat of exterior acrylic primer and allow it to dry for 4-5 hours. application of putty is not recommended. Minimum 4-6 hours duration is required between each coat of weather shield max paint.

SPECIFICATION FOR ACE PAINT

Surface preparation:

Surface is thoroughly clean, dry and free from all loose dirt, chalk, grease, funfi, algae and flaking paint. This can be achieved by brushing with a wire / stiff coir brush, followed by water jetting if required. Fill up all minor cracks and defects with white cement and sand mixture in the ratio 1:3. For application on previously painted wall, previous coatings of paint must be thoroughly scraped off and clean the surface thoroughly using wire brushes.

Priming:

Apply a liberal coat of exterior acrylic primer and allow it to dry for 4-5 hours. Application of putty is not recommended. Minimum 4-6 hours duration is required between each coat of Ace paint.



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-D

SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK:

- 1. Scope of work includes supply of approved paints, and shade, applying painting on the various plant structures as well as decorative painting for building, furniture, structures., etc... as per quantity mentioned under respective items of BoQ and as per detail specifications.
- 2. Scope of work also includes supply of approved paint and applying painting on miscellaneous structural steels, piping racks, etc... as per specifications on basis of actual joint measurement of work done.
- 3. Scope of work also include to paint manually as well as by spray paint to electrical equipments like poles, cable trays, motors, panels, junction box, push buttons stations, etc
- 4. Scope of work include to paint or shot blasting to mechanical equipments, machineries, piping, ducting, etc
- 5. Scope also includes supply of approved paints and other materials like primers, thinners, consumables as mentioned on SOR (Schedule of Rate). Scope of work also include arranging required equipments, digital Elko meter, compressor, jetting nozzles, hose pipes with all accessories, safe storage of materials (to not contaminate the area), disposal of wastage of paint during painting. Quoted price shall include cost of labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, approved scaffolding (standard MS pipes & clamps only), MS ladders etc. which are necessary for execution of work.

GENERAL SPECIFICATIONS FOR PAINTING:

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

- 5. Contractor has to make their own sub-store for storing the paint at site with rigid platform to avoid soil contamination. GIPCL will not be held responsible for any theft of materials.
- 6. Contractor has to depute their full time experienced overall site-in-charge & independent location wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day location wise work permits, height permits, to get daily location wise work supervision, quality, maintaining stage wise work clearance register for each location, to record location wise joint work done reports/measurements, to prepare location wise separate bills, to prepare & apply location wise manpower gate pass, to maintain location wise material consumption report, etc...
- 7. Contractor has to take all safety measures and has to follow safety rules during the execution of work including providing safety equipments and/or safety gears/PPEs, full body safety belts, safety shoes, dust masks, helmets, safety nets, etc... to the workers and copy of safety equipments and safety gears issue register & gate pass are to be submitted to GIPCL for verification before taking up the work.
- 8. The contractor shall possess a valid 'Permit to work' duly signed by GIPCL during the execution of the job.
- 9. Painting of structures shall be carried out even when system is in operation. Hence, experienced supervisors are to be deployed for supervision of work.
- 10. Further layer of Paint has to be applied after giving sufficient drying time to previous layer of paint.
- 11. Contractor has to arrange & get inspected each layer thickness as mentioned above by the help of digital Alco meter to the Engineer-in-charge of GIPCL before proceeding to application of next layer. Supply of Elko meter is in the scope of contractor.
- 12. Painting shall be carried out only on thoroughly dry & clean surfaces. Painting shall be applied by brushing or spraying as instruction by GIPCL Engineer In-Charge only. The workmanship shall be of best quality. The workmanship shall generally confirms to the requirement of IS 1477 (Part-II).
- 13. The type of paint, thickness of dry film, number of coats etc... shall be as specified in the item of work.
- 14. All the surfaces shall be thoroughly cleaned from oil, dirt, dust, rust, stains and scale. The method of cleaning shall be by using solvents as per recommendation of manufacturer, wire brushing, power tool cleaning etc. and as indicated in the item of work.
- 15. The optimum thickness shall be applied by brushing with minimum of brush marks. The coat shall be allowed to become hard dry. The coating shall be done in such a way that there should not be any dots, brush marks and (spillage marks) on the painted surface At least 24 hours shall elapse between the applications of successive coats.
- 16. Quality Check: Contractor shall maintain location wise work done reports in the register and get the regular signature from concern GIPCL Engineer for cleaning, applying primer, first coat painting & second coat painting with thickness checking at each stage. The same shall be enclosed with bill for payment. Final bill shall be processed only after disposal of all such empty drums, containers, other scrapes, etc... to outside premises in accordance with prevailing GPCB norms based on submission of letter of undertaking by the contractor and certificate from Engineer-in-charge along with final bill.

1.1 **SPECIFIC REQUIREMENT**

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.

- 2. All consumable items cleaning agent, sand paper, emery paper, kerosene, cotton waste, cloth, buffing wheels, scrappers, knives, chisels etc. 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. The contractor has to arrange transportation for lifting/shifting the materials at their own.
- 6. Contractor has to depute their full time experienced 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 obtain day to day work permits, to get daily 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...

1.2 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 10% overhead charges. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days notice to the contractor & this will be binding to the contractor.

1.3 **SPILLAGE OF MATERIAL**

- 1.3.1 The contractor shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-charge for easy access to work site and to ensure safe passage, movement and working.
- 1.3.2 The contractor shall be the custodian of the wastage materials till the engineer-in-charge takes charge thereof.

1.4 DISPOSAL OF MATERIAL

Contractor shall be responsible for removal and disposal of all the empty drums as per prevailing GPCB norms outside GIPCL premises. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of empty drums/barrels by the contractor. Contractor shall be required to submit written undertaking along with the final bill that all the empty paint/primer/thinner drums are disposed off at outside plant premises at designated location as per prevailing Government guideline and contractor shall indemnify, keep harmless the GIPCL against any future liabilities or consequences in this regard. Contractor's 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.

1.5 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

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all material like: paints, primers, consumables, cleaning material, etc. and labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc...and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted 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...

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 labor, 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 **two years** from the date of commencement (mobilization period will be 07 to 15 days from the date of issue of Letter of Intent or Work Order whichever earlier).

4. <u>TERMS OF PAYMENT</u>

A. CONDITIONS OF PAYMENT:

The contractor shall raise the location wise separate running invoices in duplicate every month in respect of the work performed or completed during the month along with the documents as hereinafter provided. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Security deposit at 10% of Annual contract value excluding taxes & duties shall be submitted as per condition of tender.
- (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.
- (iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc at site. The Contractor shall also furnish the checklist as per ANNEXURE-A enclosed with the Section-F of tender document along with the RA bill of respective month.
- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 - 1. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
 - 2. Security deposit recoverable if any.
 - 3. Advance on materials / work progress advance payments, if any.
 - 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.

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

B. VALIDITY AND UNIFORMITY OF RATES

The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered during Contract Period.

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

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

(i) Measurement sheet along with joint record of work done in the form of joint inspection report 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 as per Performa, in case of Final bill.
- (iii) No claim No arbitration certificate as per Performa, after releasing final bill payment.

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

7. MEASUREMENT& DAILY REPORTS

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

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

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

8. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 7 to 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.
- Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

9. QUANTITY OF WORK

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

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

10. GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract 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.



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-E

TOOLS AND TACKLES PROVIDED BY CONTRACTOR

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

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

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.

(i) All tools and tackles required to execute the contract are in the scope of the contractor. The contractor should ensure that tools and tackles are in healthy & working condition. All consumable items would be in the scope of the contractor. Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipments and/or required consumables then 25% of the total job cost will be levied as a penalty for each and every instance.

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



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-F

GENERAL CONDITIONS OF CONTRACT

1. VALIDITY:

This Bi- Annual Rate Contract shall be valid for two years from the date of award of contract. The GIPCL reserve the right to extend the contract for further period of 3 months on the same terms & conditions on the expiry of contract period.

2. PRICE BASIS:

The rates quoted by you shall remain FIRM throughout the contract period and shall not be subjected to any price variation clause, whatsoever in nature.

3. **CONTRACT SECURITY DEPOSIT:**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount equivalent to 10% (Ten) of the "Annual contract value excluding taxes & duties" from any schedule public sector bank OR schedule private sector bank, 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 fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

GIPCL reserves the right to forfeit the contract security deposit, if contractor fails to execute the contract as per contractual terms & conditions / non fulfillment of statutory / legal compliane.

4. **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 GIPCL office-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

(ii) If the contractor fails to execute the work as per directions of GIPCL office-in charge within the time frame given in work order and as per day to day instructions by GIPCL office-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.

5. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

6. <u>DEDUCTIONS FROM CONTRACT PRICE</u>

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.

7. **INCOME TAX:**

Income Tax shall be deducted from your bills as per IT rules prevailing from time to time. Successful bidder will have to submit the copy of PAN CARD along with invoice.

8. <u>TERMINATION OF CONTRACT BY GIPCL</u>

Contractor shall be responsible to complete the jobs within agreed time schedule and in case contractor fail to complete the job, GIPCL shall recover from his bill, Security Deposit and / or whatsoever for expenses incurred to complete the job with additional 10% overhead charges.

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

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

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

9. FAILURE & TERMINATION

- (a) In case, the Bidder fail to give satisfactory services for painting job & default on any condition of the contract, then the GIPCL shall terminate the contract at any time, without assigning any reason and will make alternate arrangement at the cost & risk of the Bidder.
- (b) In normal circumstances either party can terminate the contract by giving onemonth notice in writing.
- (c) In case of any violation/non compliance of any agreed terms and conditions, shall be liable for appropriate penalty, as per the sole discretion of the GIPCL's Authorized Officer.

You shall be responsible for the complete jobs and in case, fails to do so GIPCL shall recover cost from you, whatsoever incurred to complete the contract obligation.

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

10. <u>SETTLEMENT OF DISPUTES</u>

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996, as amended from time to time. The place of arbitration shall be at Vadodara city only state of Gujarat.
- b. In appointment of the Sole Arbitrator, if the dispute claim is up to a sum of Rs. 25/- Lac, a person having a position equivalent to a Retired District Judge shall be appointed; for the claim higher than Rs. 25/- Lac and up to Rs. 100/- Lac, the same shall be referred to a Retired High Court Judge and for a claim exceeding Rs. 100/- Lac, the same shall be referred to a Retired Supreme Court Judge.
- c. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

11. <u>INTERPRETATION OF CLAUSE</u>

In case of disputes as regards interpretation of any of the clauses or specification, the decision of GIPCL officer in charge will be final and binding on the contractor.

12 <u>EMPLOYEE'S COMPENSATION INSURANCE</u>

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 Vadodara 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.

13. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

- The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
- 2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
- 3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
 - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Medical and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
 - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at GIPCL-Baroda site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
 - 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL-Baroda Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
 - 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
 - 3.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn.Dept.
 - 3.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.

- 3.7 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8 The contractor shall take employees Compensation Insurance Policy for all his employees working at GIPCL-Baroda. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9 The Contractor shall in the event any of his employees 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 employees Compensation Act, 1923.
- 3.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 3.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 3.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one

- week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 3.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 3.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 3.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 3.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 3.22 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.
- 3.23 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.
- 3.24 **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.

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

b. **LEGAL ASPECTS**

- 1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
- 2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
- 3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
- 4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.

- 5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws
- 6. Contractor shall issue an appointment order to each casual laborer stating therein the nature of job to be performed by him and fix time for which the concerned laborers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the laborer 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.

14. PAYMENT OF WAGES

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

15. 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.

16. **LIGHTING**:

Necessary illumination at works area will be provided by GIPCL.

17. <u>NIGHT/SUNDAY/HOLIDAY SHIFT</u>

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.

18. 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 $Page \ 43 \ of \ 72$

will be made only after certification from Safety Deptt. Security Dept. will inform to Safety Dept., 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 Dept. Safety Dept 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.

19. **GENERAL SAFETY CLAUSES:**

- 1. The Contractor shall observe and comply, with regard to his workmen working at the Vadodara plant 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 Vadodara Plant 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. Contractor shall issue safety shoes every year. Brand name for safety shoe & safety helmet shall be suggested by safety representative of Vadodara site. Such as:-

HELMET:

Sr	Model	Company	Specifications
No.			
01.	Tough Hat, HP- TH	Sure Safety	
02.	V- Gard	MSA	IG 2025 1004 ANGL
03.		Karam	IS : 2925 – 1984, ANSI / ISEA Z89.1-2009
	PN		
	521Shelmet		

SAFETY SHOES:

Sr No.	Model	Company	Specifications
01.	Acme Fabrik plast Co.	SSTEELE (Strom) – Double	
	Acine Fabrik plast Co.	Density	IS: 15298 –
02.	Acme Fabrik plast Co.	TRIMAX(Adjacent) – Double	13 : 13298 – 2011
	Acilie Fabrik plast Co.	Density	2011
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 antislippery 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 register with signature of workmen.
- 6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
- 7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
- 8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
- 9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
- 10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the Vadodara site.
- 11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
- 12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
- 13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
- 14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect
- 15. All electrical equipment shall be in good condition and free from any defect. Electrical tools & equipments i.e. welding machine, grinding and drill machine etc. may be checked by the electrical engineer of the contractors regularly, every six month at least and report to be submitted to concerned HOD and safety depts.
- 16. During hot work, contractor will use fire curtains like asbestos sheets or fire blankets to prevent falling and spreading of sparks and hot material on and around the work

- area. Contractor will procure and use such items. ELCB / RCCB shall be provided with rating of 9-30 milli ampere 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 Vadodara 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 Vadodara 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.
В	WI Related	Failure to adhere to HSE guidelines/plans, careless attitude in material handling, Machine being used with damaged machine guard, unsafe electrical work - workout plug top/improper electrical joints/cables lying on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc. Unsafe working practices at height more than 3 meters	 Rs. 500 /- per instant. After three incidence, Per incidence Rs. 2500/- Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-Vadodara.

		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	
С	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. • After two suspensions his gate pass will be cancelled.

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

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

20. 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.

21. GENERAL TERMS AND CONDITIONS:

a. All tools & tackles, labours, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.

- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute Location/Package wise full time independent experienced site-in-charge and two nos. of independent site supervisors at site (Defined by user department in respective tender). They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at Vadodara.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, toolbox talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
- i. Contractor shall mobilize the resources as per need within the period of twenty four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- I. 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) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.

- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer In Charge for PTW (Permit to work), work instruction, Return of permit.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- s. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- t. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

22. CONTRACTOR'S SUPERVISION

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

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

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

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

23. <u>CONTRACTOR TO REMOVE ALL OFFENSIVE MATTER IMMEDIATELY AND CLEAN-UP.</u>

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.

24. 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. Site office shall be provided at site subject to availability. However, GIPCL does not assure to allot site office to contractor.
- Canteen facility on chargeable basis for Tea, Snacks and Lunch for manpower
 of contractor deputed at site during execution of any work.
- d. First aid facilities as available on chargeable basis.

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

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

25. WORK MEASUREMENT/CERTIFICATION

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Preferably 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 monthly 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.

26. 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.

27. <u>BENEFIT PAYABLE IN CASE OF ACCIDENT OCCURRING OUTSIDE PREMISES OR BEYOND THE COURSE OF EMPLOYMENT</u>

The Contractor shall provide an insurance coverage (Medical + Death Benefit) for sum of Rs. 01/-Lakh to all his workmen/labour deployed at GIPCL-Vadodara 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.

28. 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.

29. 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.

30. GOVERNING LAW AND JURISDICTION

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

31. 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.



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-G

LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

For the month of:

1) Work Order / P.O. No. &

Contract value

2) Nature of work

3) Duration of Work Order

From

to

4) Maxi. No. of manpower per day

deployed in the month.

M

Total

5) Details of Labor License

Valid up to

for

Persons.

F

6) Details of E.C Policy

Valid up to

for

Persons.

7) Documents attached for verification

for the previous month.

: Wage & Attendance Sheets.

Yes/No

P.F Challan

Yes/No

8) Documents attached for verification

(in case of Final Bill)

: Bonus Payment Register

Yes/No

Yes/No

: Leave wage register

9) Security Deposit / Retention Money

lying with Co.

: Yes / No if yes, Rs.

Date:

Signature of Contractor with official stamp

2.0 <u>ANNEXURE-B</u>

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

(10	be executed on non-judicial stamped paper of approximate value)
	B. G. NoDate:
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" w h i c h expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s
	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

- 3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
- 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5. This guarantee will remain valid up ______ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between 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.
- WeBank further agree with the Company that the company 6. 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 exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
- 7. Notwithstanding anything contained herein before, our liability shall not exceed Rs......(Rupees.....only) and shall remain in force till.......Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

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

3.0 ANNEXURE-C

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

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

	,	Table a street and analy
	B. G. No	Date:
1.	WHEREAS M/s.Gujarat Industries Pow Corporate Office at PO: Petrochemic Gujarat State, India (hereinafter of which expression shall unless reprincted its legal representatives, successors tender paper vide its Tender No (hereinate to M/s	als, Dist.Vadodara – 391 346 alled "The Company Owner ugnant to the subject or context essors and assigns) has issued
2.	We	e amount due and payable unde merely on a demand from the of the company which is fina ue because of any withdrawal o o the tender after the opening o ge caused to or would be caused son of any breach by the said

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

tender or failure to accept the letter of Intent Agreement or

not exceeding Rs.....only).

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

that

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. WeBank 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.

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

PERFORMA CERTIFICATE

(No claim, No arbitration)

To,
Chief General Manager(RE & BO)
Gujarat Industries Power Company Limited,
P.O.: Petrochemicals,
Dist. Vadodara – 391 346 (Gujarat).

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

The above confirmation will come into effect as soon as payment from final bill after due recoveries will be received by us.
For, M/S
Signature, Stamp and date.

5. 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. Form-B

List of Tools & Tackles to be submitted with physical documents

Sr. No.	Description	Nos.	Status

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

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

7. ANNEXURE-E

(Performa for daily work done report/measurement sheet)

Name of \\ Name of \text{V} Work Ord	Agency: er No.:	WORK DONE RE	EPORT FOR D	ATE:		_
Name of S	Supervisor of (Contractor:				
Sign of En	igineer-in-charg	ge (to be taken at (08:30 AM to 08	3:45 AM):		
Sign of Contractor's site-in-charge				(Shift-in-cha	f trips certified l	rol Room)

8. ANNEXURE-F

<u>Declaration cum Undertaking for Safety Laws and Regulations Compliance</u> (To be submitted on Company's Letter Head)

	on behalf of <u>Name of Party/Company</u> hereby confirm, dertake that all the Statutory and Safety Laws and Regulations of the applicable hall be strictly followed for all types of works at the site during the period of the arded to me.
	Signed and Stamped by the Authorized Signatory Of the Bidder
	<u>Declaration for Contractual Litigations</u> (To be submitted on Company's Letter Head)
	Please Tick () whichever is correct option
I I /We have	on behalf of <u>Name of Party/Company</u> hereby confirm that
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()
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 applic	able, please submit the details for the same.
	ue, as on date, to the best of my knowledge. Any breach/ false statement in this regard disqualification of the Bid being submitted herein.
	Signed and Stamped by the Authorized Signatory Of the Bidder

9. ANNEXURE-G

<u>Schedule of Deviation from Technical Specification and Commercial Terms and Conditions</u>

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

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

COMPANY SEAL	SIGNATURE
	NAME
	DESIGNATION
	COMPANY
	DATE

10. ANNEXURE-H

PARTICULARS OF THE BIDDER

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

COMPANY SEAL	SIGNATURE
	NAME
	DESIGNATION
	COMPANY
	DATE

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

BRC / BMC of	M/s at Gujarat Industries at the provisions of the theorem and the provisions of the theorem and the Contract Labour (Regulation by the Tunds and Miscellaneous Provision ment of Wages Act 1936 and Payment of the ur laws in so far as the provisions are approportion of the month of	for the period es Power Company Limited – he Contract Labour (Regulation n & Abolition) Rules 1972, The ns Act 1952, Minimum Wages Bonus Act 1965 and all other blicable to me in respect of the
		For M/s
		Authorised Signature with
		Stamp
Place: Vado Date :	odara	
Through :		
HoD		
To,		
AGM (HR&A	۹)	



ETHICS PACT GUJARAT INDUSTRIES POWER COMPANY LIMITED

Reference PO Number Date :
Integrity Pact No. : Contract Period

To create an environment where Business Confidence is built through best business practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the benefit of stakeholder, society and the nation.

GIPCL'S COMMITMENT	PARTY'S COMMITMENT				
To maintain the highest ethical standards in business and professions	Not to bring pressure / recommendation from outside GIPCL to influence its decision.				
To ensure maximum transparency to the satisfaction of all stakeholders.	Not to use intimidation, threat, inducement or pressure of any kind on GIPCL or any of it's employees.				
To fulfill the terms of agreement / contract and to consider objectively the viewpoints of other stakeholders.	To be prompt and reasonable in fulfilling the contract, agreement and legal obligations.				
To ensure regular and timely release of payments	To provide goods and / or services timely as per agreed				
To ensure that no improper demand is made by employees or by anyone on our behalf.	To maintain the general discipline in our dealings and transactions.				
To give maximum possible assistance to all the Vendors / Suppliers / Service Provider and others to enable them to complete the works in time.	To be truthful and honest in furnishing information.				
suppliers /contractors relating to contract / job to	Not to divulge to others any information, business details about GIPCL made available during the course of business relationship without the written consent of GIPCL.				
To ensure that no hurdles are caused to vendors / suppliers / contractors in execution of agreement /	Not to enter into cartel / understanding whether formal or informal so as to influence the price.				

Seal & signature	Seal & Signature
(GIPCL's Authorized Signatory)	(Party's Authorized Signatory)
Name :	Name :
Designation:	Designation



GUJARAT INDUSTRIES POWER COMPANY LIMITED B A R O D A

Tender No: MAT/MM/PAINTING/GIPCL/2021/ dt. 07.03.2021

SECTION-H

SCHEDULE OF RATE & QUANTITIES

Bi Annual rate contract for Painting works at GIPCL, Vadodara plant for year 2021-23.)

Bi Anni					
SR. NO.	BRIEF ITEM DESCRIPTION	QTY.	UNIT	RATE	AMOUNT
A	PAINTING WORKS - CIVIL DEPT				
1	Providing and applying to exterior surfaces two coats "Apex Weather proof exterior emulsion" exterior emulsion paint (Asian make and approved shade) over a coat of exterior sealer on existing painted surfaces as per manufacturer's recommendations, including cleaning of existing surface using wire brush, removing all dirt and dust, filling cracks with approved crack filler, preparing surface for applying painting evenly, scaffolding etc. complete at all elevation as directed by Engineer-in-charge with all materials, labour, tools and tackles, safety tools & tackles etc all complete.	3,000	M2	67.40	2,02,200.00
2	Providing and applying to exterior surfaces two coats of first quality approved exterior emulsion paint "ACE exterior emulsion paint" (Asian make and approved shade) over a coat of exterior sealer on existing painted surfaces as per manufacturer's recommendations including cleaning of existing surface using wire brush, removing all dirt, dust, filling of crackes with approved crack filler, preparing surface for applying painting evenly ,scaffolding etc. complete at all elevation as directed by Engineer-in-charge with all materials, labour, tools & tackles, safety tools & tackles etc all complete.	3,000	M2	49.00	1,47,000.00
3	Providing and painting interior surfaces with two coats of "Oil Bound Distemper paint" (Asian make and approved shade), color and shade including cleaning of existing painted surface, removing dirt, dust, loose paint, filling cracks with approved crack filler, filling undulations with POP for making uniform surface (at required place only), scaffolding etc. complete at all elevation with all materials, labour, tools & tackles, safety tools & tackles, including shifting of racks, cupboards, tables etc. for painting of wall and repositioning of the same after completing the work, etc all complete as directed by Engineer-in-charge	2,000	M2	41.30	82,600.00

				T	
4	Providing and painting with two coats of acrylic emulsion paint (plastic paint) including one coat of primer (Asian make and approved shade) including cleaning of existing painted surface, removing dirt, dust loose paint, filling undulation with POP for making uniform surface (at required place only), tools, tackles, safety tools and tackles, scaffolding etc. complete at all elevation as directed by Engineer in charge. (Rates are including shifting of racks/cupboard tables etc. for painting of false ceiling and reshifting to the same location after completing the work).for payment actual treated area shall be measured.No coefficient applicable.	2,000	M2	65.20	1,30,400.00
5	Providing and painting with two coats of Royal Luxury emulsion paint including one coat of wall primer (Asian make and approved shade) including cleaning of existing painted surface, removing dirt, dust loose paint, filling undulation with POP for making uniform surface (at required place only), tools, tackles, safety tools and tackles, scaffolding etc. complete at all elevation as directed by Engineer in charge. (Rates are including shifting of racks/cupboard tables etc. for painting of false ceiling, wall surface, etc and reshifting to the same location after completing the work).for payment actual treated area shall be measured.No coefficient applicable.	1,000	M2	109.00	1,09,000.00
6	Providing and painting with two coats of Royal Shyne paint including one coat of wall primer (Asian make and approved shade) including cleaning of existing painted surface, removing dirt, dust loose paint, filling undulation with POP for making uniform surface (at required place only), tools, tackles, safety tools and tackles, scaffolding etc. complete at all elevation as directed by Engineer in charge. (Rates are including shifting of racks/cupboard tables etc. for painting of false ceiling, wall surface, etc and reshifting to the same location after completing the work).for payment actual treated area shall be measured. No coefficient applicable.	1,000	M2	116	1,16,000.00
7	Providing and painting interior surfaces with two coats of first quality Oil paint on wall or false ceiling surface (Asian make and approved shade), color and shed including cleaning of existing painted surface, removing dirt, dust, loose paint, filling cracks with approved crack filler, filling undulations with POP for making uniform surface (at required place only), scaffolding etc. complete at all elevation with all materials, labour, tools & tackles, safety tools & tackles, including shifting of racks, cupboards, tables etc. and repositioning of the same after completing the work etc all complete as directed by Engineer-in-charge	5,000	M2	62.00	3,10,000.00

		0.500	140	00.00	4.55.000.00
8	Providing and painting on structual steel or metal surfaces, etc with two coats of synthetic enamel paint (Asian make and approved shade), each coat of average 25 micron, with required synthetic thinner including cleaning of existing painted surface, removing all rust, dust, dirt, loose paint, providing required scaffolding, with all materials, labour, tools & tackles, safety tools & tackles at all height including cost of scaffolding, etc. all complete as per instructions of Engineer-in-charge. Rates are including painting of frames. Payment shall be made on measurement of out to out frame of door.	2,500	M2	62.00	1,55,000.00
9	Providing and painting MS Door, Rolling shutter, Wooden door, MS columns, angles, MS tanks, plates, etc with two coats of high glossy synthetic enamel paint (Asian make and approved shade), each coat of average 25 micron, with required synthetic thinner including cleaning of existing painted surface, removing all rust, dust, dirt, loose paint, providing required scaffolding, with all materials, labour, tools & tackles, safety tools & tackles at all height including cost of scaffolding, etc. all complete as per instructions of Engineer-incharge. Rates are including painting of frames. Payment shall be made on measurement of out to out frame of door.	3,000	M2	62.00	1,86,000.00
10	Providing and applying two coats of first quality aluminum paint (asian make and approved shade) each coats of minimum 20 micron thickness of chain link fencing or barbed wire fencing painting from inside and outside supporting members fabricated from angles, gates and its supporting including cleaning of existing painted surface for removing all dust and dirt, cleaning surface with wire brush and sand papers up to maximum possible extent and then applying two coats of aluminum paint with brush, providing scaffolding and safety tools, tackles, all required paint material, labours etc. complete up to the entire satisfaction of Engineer-in-charge.	1,000	M2	41.30	41,300.00
11	Providing and applying painting one coat of average 25 micron cement based primer Asian make decoprime advance wherever required by GIPCL.	1,000	M2	30.45	30,450.00
12	Providing and applying painting one coat of average 25 micron red oxide primer wherever required by GIPCL.	1,000	M2	23.90	23,900.00
13	Providing and applying two coats Epoxy enamel paint , (Asian make and approved shade) each coat of average 25 micron for sturctural steel members, equipments, machineries wherever required as specified by Engineer Incharge including required epoxy based thinner like Thinner 844	500	M2	92.40	46,200.00

14	Providing and applying first one coat of average 25 micron Epilux-610 or approved equivalent epoxy red oxide primer wherever required by GIPCL.	500	M2	41.30	20,650.00
15	Providing and applying two coats of white washing paint on existing surface of approved manufacture with mixing of "Fevicol" or equivalent approved adhesive @ 200gm per 10kg lime & Blue, on existing painted surfaces including cleaning of existing surface using wire brush, removing all dirt and dust, preparing surface for applying painting evenly, scaffolding at all elevation with all materials, labour, tools & tackles, safety tools & tackles etc all complete as directed by Engineer-in-charge. For white wash	1,000	M2	13.00	13,000.00
16	Do but two coats of colour lime wash	1,000	M2	16.30	16,300.00
17	Providing and applying melamine polish (asian make and approved shade) to existing polished surfaces of doors, windows, furniture, etc. including preperation of surfaces with emery paper, removing loose materials, applying putty/colour touchup as per requirement, applying two coats of Asian make melamine over a coat of sealer with spray including protecting grills, fixtures, glass, etc. with all material, tools & tackles, etc. complete.	250	M2	523.84	1,30,960.00
18	Providing and painting surface oil paint of asian make and approved shade with two coats of first quality approved oil paint for road side concrete curb blocks in two alternate colours including surface cleaning with wire brush on existing crub surface.	2,000	RM	43.48	86,960.00
19	Providing and painting two coats of synthetic enamel paint (Asian make and approved shade) on MS railing fabricated from 32NB MS/GI pipe of 1 mtr high vertical at every approx. 1 mtr. and 4 nos 15NB horizontal pipe including cleaning of existing painted surface, removing all rust, dirt, dust, loose paint, providing required scaffolding, with all materials, labour, tools & tackles, safety tools & tackles at all height including cost of scaffolding, etc. all complete as per instructions of Engineer-in-charge.For payment area shall be measured in Rmt .No coefficient applicable.	1,000	RM	43.48	43,480.00
20	Providing, Supplying and applying wall putty Birla or J K White make on wall with two coats (first coate 1.50mm and second coat 1mm thick) including cleaning of existing surface, removing dirt, dust, loose paint, filling cracks with approved crack filler, filling undulations with POP for making uniform surface (at required place only), scaffolding etc. complete at all elevation with all materials, labour, tools & tackles, safety tools & tackles, including shifting of racks, cupboards, tables etc. as directed by Engineer-in-charge	200	M2	66.00	13,200.00

21	Providing and erecting saperate double scaffolding work for specific plant work requirements as & when required basis with MS pipe for various heights and removal of the same after completion of work including vertical supports as per requirement and horizontal bracings at @ every 2.0 meter height for placing planks, necessary planks, etc. with all materials & labour etc. complete. (Measurment shall be on M2 basis =length x height) Height shall be considered from average gournd level, if ground is not in level.	200	M2	108.68	21,736.00	
22	Labour charges for applying one coat of red oxide primer/Epoxy primer/Wall primer, each coat of average 25 micron, to the steel structure including preparation of surface by thoroughly cleaning of oil, dirt, dust, rust and scale by wire brushing, power tool cleaning, applying one coat. Primer shall be issued from GIPCL store at free of cost. Necessary transportation, safe storage, optimum utilization as per standard coverage area, reconciliation, returning empty paint drums, etc will be in the scope of contractor.	200	M2	15.20	3,040.00	
23	Labour charges for applying two coats of synthetic enamel paint/Epoxy paint/Plastic Paint/Aluminium Paint/Exterior Paint, each coat of average 25 micron, to the steel structure including preparation of surface by thoroughly cleaning of oil, dirt, dust, rust and scale by wire brushing, power tool cleaning, applying two successive coats of above mentioned paint. Paint & thinner shall be issued from GIPCL store at free of cost. Necessary transportation, safe storage, optimum utilization as per standard coverage area, reconciliation, returning empty paint drums, etc will be in the scope of contractor.	200	M2	18.48	3,696.00	
24	Supply of Painters or helpers or labours for all type of works inclusive of all tools, takels, supervision, labour laws liablities, workmen compensation, transportation, etc. for the following per day of eight working hours: For supply of painter	10	NO	489	4,890.00	
25	Supply of Painter Helper	10	NO	434.70	4,347.00	
	TOTAL AMOUNT FOR CIVIL DEPARTMENT= RS. 19,42,309					
В	PAINTING WORKS - ELECTRICAL DEPT Providing & pointing existing pointed surfaces with					
1	Providing & painting existing painted surfaces with two coats of Asian / Berger make high gloss synthetic enamel paints of approved colour & shade and one coat of red oxide primer at all elevations including preparation of surfaces with emery paper & wire brush, removing of loose paint, scaffolding, etc. as directed by Engr. with all tools & tackles, labour, etc. complete for the following:	100				
(a)	Painting of Cable Tray width 600mm	100	RM	47.40	4,740.00	
(b)	Painting of Cable Tray width 400mm Painting of Cable Tray width 300mm	100	RM RM	31.60 24.60	3,160.00 2,460.00	
(0)	rainting of Cable Hay width Southin	100	LZIVI	∠+.00	۷,+۵۵.00	

(d)	Painting of Cable Tray width 150mm	100	RM	12.30	1,230.00
(e)	Painting of Street light Pole (apprx. 11 meter Height) along with Junciton Box with two coats of Asian / Berger make Aluminium paint with 4 Kg. pest.	70	No	187.20	13,104.00
2	•	200	M2	104	20,800.00
3	Providing & applying for Painting surfaces with one coat of Asian /Berger make Epoxy primer and two coats of Epoxy paint (Epilux 4) of approved shed as per instructions.	100	M2	187.20	18,720.00
	TOTAL AMOUNT FOR EL	ECTRIC	AL DEP	T. = RS.	64,214.00
С	PAINTING WORKS - MECHANICAL DEPT				
1	Light cleaning of surface with the help of water, cotton waste, emery paper etc. to remove dust, foreign material etc. without scrapping old paint. All the consumables for cleaning job such as brush, sand papers, emery papers, scrapper etc. shall be in contractor's scope. Through cleaning of surface with the help of water,	2,000	M2 M2	9.36	28,080.00
_	cotton waste, emery paper etc., remove all the loose old paint, rust etc. base metal should be exposed for reapplication of paint. All the consumables for cleaning job such as brush, sand papers, emery papers, scrapper etc. shall be in contractor's scope.	_,,,,,	- · · · <u>-</u>		
3	Through cleaning of surface by shot blasting with copper grit. Required copper grit, hopper, nozzle & hoses etc. shall be arranged by contractor. GIPCL will provide service air and covered area required for shot blasting.	500	M2	93.60	46,800.00
4	Supply and Application of one coat of Red Oxide primer by brush on cleaned surface. Contractor's scope: a) All the material including primer, thinner and consumables such as brush, sand papers, emery papers, scrapper etc. shall be arranged by contractor.	3,500	M2	32.76	1,14,660.00
5	Supply and Application of one coat of Synthetic Enamel paints by brush OR spray (as per requirement) on cleaned surface. Contractor's	6,000	M2	37.44	2,24,640.00

6	Supply and application of 1 coat of Berger make Epilux 610 High Build Primer on cleaned surfaces of vessels, Piping and Structures. Contractor's scope: a) All the material including paints, thinner and consumables shall be arranged by contractor.	2,000	M2	46.80	93,600.00
7	Supply and application of 1 coat of Berger make Epilux HB 155 high build paint on vessels piping and structures. Contractor's scope: a) All the material including paints, thinner and consumables shall be arranged by contractor.	2,000	M2	56.16	1,12,320.00
8	Supply, Erection & Dismantling of Scaffolding in single layer. Scaffoldings shall be erected from 40 NB pipes, metallic clamps, wooden planks etc. shall be arranged by contractor	2,000	M2	37.44	74,880.00
9	Painting of Letters/ symbols/ tags (Character size from 2" to 4"). All the materials including paints, thinner and consumables shall be in contractor's scope.	100	No.	4.16	416.00
10	Painting of Letters/ symbols/ tags (Character size from 5" to 8"). All the materials including paints, thinner and consumables shall be in contractor's scope.	100	No.	5.46	546.00
11	Labour charges for Painting of GT Inlet air Filter house(From Inside & Outside including air inlet duct and air puffing unit) on lump-sum basis (Approximate Qty: 1000 sqr. Mtr) Contractor's scope: a) Erection & Dismantling of Scaffolding. b) Through cleaning of surface with the help of water, cotton waste, emery paper etc., remove all the loose old paint, rust etc. c) Application of Single coat of synthetic enamel/PU oil paint by brush or spray on cleaned surface. d) All the consumables for cleaning / painting shall be in contractor's scope. GIPCL Scope: GIPCL shall provide required paints and thinner. Approximate Area given for item no. D1 of Section -D (lump sum basis) are indicative based on past calculation, consumption of paint and available drawings. Exact measurement of areas is not possible. Hence, Contractor are advised to visit GIPCL site and take judgment of area included in scope of work before submitting the offer. No measurement shall be done/ amended once the order is finalized.	1	Lump	56160. 00	56,160.00
12	Painting of Gas turbine on lump-sum basis. The job includes painting of following areas. 1) Enclosure of GT, LGB, Generator, Accessory compartment, all blowers and there ducts, all pipes, LGB, AGB, Diesel Engine, Gen. air cooler, GT Skid, Walkway, railing, structure, Gen. stator frame, GAC compartment and other system associated with GT. Approximate Qty.: 1500 Sq. Mtr Contractor's scope: Erection & Dismantling of Scaffolding. b) Through cleaning of surface with the help of water, cotton waste, emery paper etc., remove all the loose old paint, rust etc.	1	Lump	66560	66,560.00

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13 L S	Scope: a) GIPCL shall provide required quantity material for coating system. TOTAL AMOUNT FOR MECHA	NICAL	DEPT.(C) = RS.	9,23,762.00
13 L S					
	Labour charges for application of 1 coat of Epoxy Sealer / Epoxy paint / corro coat / Brush able Ceramic on pump column pipe, impeller, casings, stools etc. Contractor's scope: a) Preparation of coating system and its application by brush on cleaned surface. b) All the consumables for painting shall be in contractor's scope. GIPCL	500	M2	23.00	11,500.00
12 L E E E E E E E E E E E E E E E E E E	c) Application of two coats of synthetic enamel oil paint by brush or spray on cleaned surface. d) All the consumables for cleaning / painting shall be in contractor's scope. GIPCL Scope: GIPCL shall provide required paints and thinner. Labour charges for Painting of areas like GT Exhaust Duct, HRSG duct, Bypass Stack silencer etc. Contractor's scope: a) Erection & Dismantling of Scaffolding. b) Through cleaning of surface with the help of water, cotton waste, emery paper etc., removal of all the loose old paint, rust etc. before application of paint. c) Application of two coats of heat resistant aluminum paints by brush/spray on cleaned surface. d) All the consumables for cleaning/painting shall be in contractor's scope. GIPCL Scope: a) GIPCL shall provide all required primers, paints and thinner.	2,000	M2	37.44	74,880.00

Note: The rates shall include all labour cost, equipments, supervision, consumables, tools, tackles, all taxes & duties (excluding Goods & service tax).