

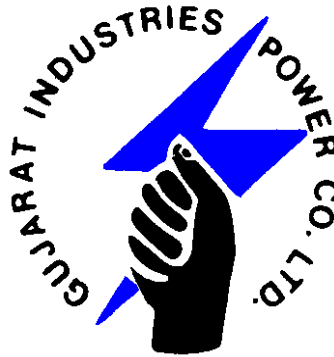


**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**(Surat Lignite Power Plant)**

**AT & POST NANI NAROLI, TALUKA: MANGROL, DIST: SURAT, PIN 394110 (GUJARAT)**  
**Phone Nos.: EPABX (02629) 261063 to 261072, fax Nos.: (02629) 261112, 261080**

TENDER DOCUMENTS FOR;

***Surat Lignite Power Plant - 4X125 MW, Unit # 1 to 4:***  
***Waterproofing treatment at Residential Quarters in colony***  
***Bid No.: SLPP/Civil/Colony/Waterproofing/2021/***  
***E-Tender No.: 458165***



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



## **INDEX**

<b><u>Sr. No.</u></b>	<b><u>PARTICULARS</u></b>	<b><u>PAGE NO.</u></b>	
		<b>From</b>	<b>To</b>
(1)	<b><u>NOTICE INVITING TENDER (NIT)</u></b>	<b>3</b>	<b>4</b>
(2)	<b><u>SECTION – A</u> (Instructions to Bidders)</b>	<b>5</b>	<b>19</b>
(3)	<b><u>SECTION – B</u> (Instructions to Bidders for online tendering)</b>	<b>20</b>	<b>20</b>
(4)	<b><u>SECTION – C</u> (General Conditions of Contract)</b>	<b>21</b>	<b>34</b>
(5)	<b><u>SECTION – D</u> (Special Conditions of Contract)</b>	<b>35</b>	<b>46</b>
(6)	<b><u>SECTION – E</u> (Price Bid format with Schedule of Quantities and Rates - SoR)</b>	<b>47</b>	<b>50</b>
(7)	<b><u>SECTION – F</u> (Annexure and Forms)</b>	<b>51</b>	<b>59</b>

**NOTE: All the Bidders should study entire Tender documents carefully including scope & special conditions of contract and should also carry out Colony visit before quoting & submitting their online Bid to understand scope of work, resource & manpower requirements and work importance.**



## NOTICE INVITING TENDER (NIT)

**TENDER NO.: SLPP/Civil/Colony/Water proofing/2021/**

Name of work	Waterproofing treatment at Residential Quarters in GIPCL-Colony
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQ (Section-E).
Contract period	06 Months from the date of award of works.
EMD	Rs. 24,000/- (Rupees Twenty four thousand only) (excluding GST of estimate cost) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or irrecoverable Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender or through RTGS/NEFT or through online payment gateway of company's website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment Form) as per details mentioned herein under clause no. 7 of Instructions to Bidders.
Cost of tender document / tender fee	Rs. Rs.2,950/- (Rupees Two Thousand Nine Hundred fifty only) Non refundable, inclusive of applicable GST through RTGS or through online payment gateway from website: <a href="http://www.gipcl.com">www.gipcl.com</a> as per details mentioned herein under clause no. 7 of Instructions to Bidders..
Site Visit	Site visit before submission of bid as per clause no. 4 (Section-A: Instructions to Bidders) at GIPCL (Surat Lignite Power Plant), Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Availability of online e-Tender document	On website <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a> up to 27.05.2021, 17:00 hrs.
Last date of online submission of offer	27.05.2021 up to 17:00 hrs. on website: <a href="https://www.nprocure.com">https://www.nprocure.com</a> or <a href="https://gipcl.nprocure.com">https://gipcl.nprocure.com</a>
<b>Submission of EMD either in physical form by way of DD/BG or payment receipts of online EMD payment and online Tender fee payment along with supporting documents for techno-commercial bid in physical form.</b>	On or before 27.05.2021, 17:30 hrs. during working days at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat.  Bidder can submit EMD through RTGS or through online payment gateway of company's website: <a href="http://www.gipcl.com">www.gipcl.com</a> (online Payment form)
E-Reverse Auction	E-Reverse Auction will be executed through website: <a href="https://e-auction.nprocure.com">https://e-auction.nprocure.com</a> (Schedule will be intimated later on to eligible bidders).



**NOTES:**

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <https://www.nprocure.com> or <https://gipcl.nprocure.com>. (**E-Tender No.: 458165**).
5. EMD either in physical form by way of DD/BG or copies of payment receipts of EMD and Tender fee paid through RTGS/online along with other supporting documents are to be submitted in physical form in sealed cover/envelop at the following address on or before date & time mentioned above in NIT. At the top of envelop, tender notice no.: SLPP/Civil/colony/Waterproofing/2021/ should be mentioned.
6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to n-procure site related issues. In case of any issues /difficulties cropping up during on line uploading / submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n) Code Solutions as mentioned in Section-B of tender and as well as to GIPCL mail to [khmistry@gipcl.com](mailto:khmistry@gipcl.com)

General Manager (SLPP)  
Gujarat Industries Power Company Limited  
Surat Lignite Power Plant  
At Village: Nani Naroli,  
Taluka: Mangrol,  
Dist.:Surat-394 110, Gujarat.  
Phone: (02629) 261063-72. E-Mail: [slppcivil@gipcl.com](mailto:slppcivil@gipcl.com) & [khmistry@gipcl.com](mailto:khmistry@gipcl.com)



## **SECTION-A INSTRUCTIONS TO BIDDERS**

### **1. PLANT SYNOPSIS**

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1084.40 MW comprising of various conventional and renewable projects.

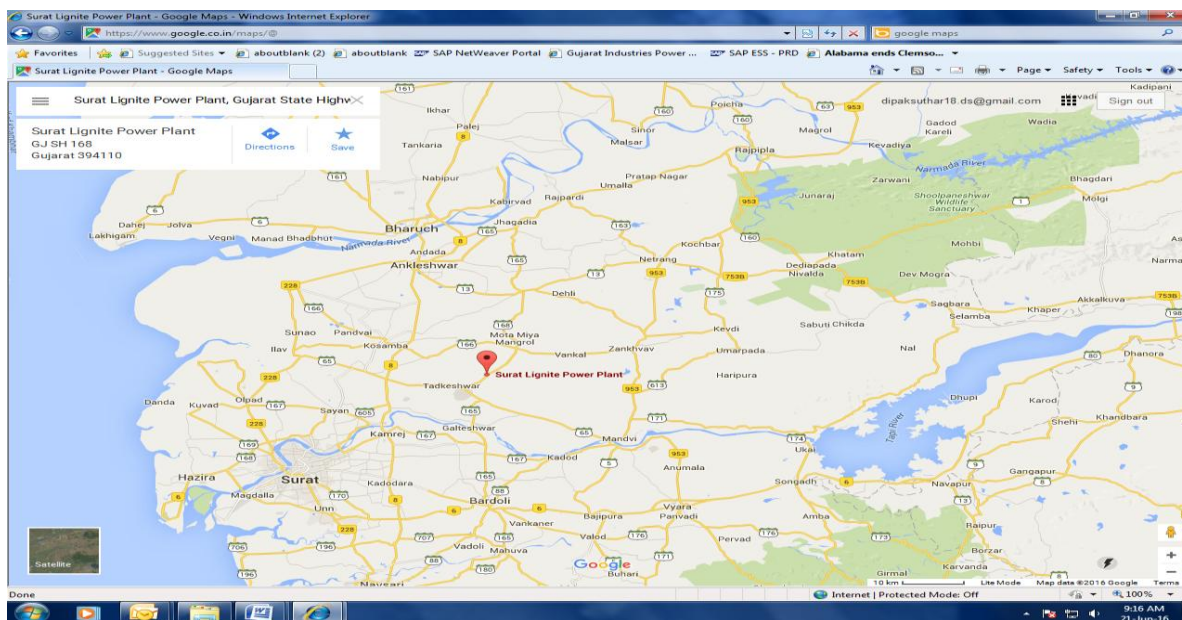
GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in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

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

GIPCL has successfully commissioned a 2 x 40 MW Solar Project in year 2017 as well as a 75 MW Solar Power Project in year 2019 at Gujarat Solar Park, Village Charanka, Dist.: Patan. GIPCL has also successfully commissioned 112.40 MW wind farms at different location of Gujarat.

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

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



The Company intends to award Contract for Water proofing treatment at Residential Quarters in SLPP-Colony and is therefore inviting open tenders online (through <https://www.nprocure.com>) from experienced & resourceful contractors.

## 2. SCOPE OF WORK

- 2.1 The scope of work includes waterproofing treatment with Smartcare Damp Proof or approved makes (“**Fosroc**”, “**Dr. Fixit-Pidilite**”, “**Asian Paints Smartcare**”) after cleaning the surface including cleaning the surface with mechanical grinding, opening the cracks in v/u shape and filling the same with polymer modified mortar as per manufacturers specifications in wall area, waterproofing terrace area etc.. for all such locations as directed by Engineer-in-charge on various buildings as per detail item specifications specified in Schedule of Rate (SoR) as per Section-E
- 2.2' The detail scope of work is mentioned in clause no. 1 of enclosed Section-D (Special Conditions of Contract).
- 2.3 The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- 2.4 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.
- 2.5 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates

## 3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of





- Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
  - 3.4 Before entering the rate /price against each item in the priced schedule of rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
  - 3.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
  - 3.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
  - 3.7 The tender documents shall not be transferable.
  - 3.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing or during Pre-Bid meeting if required.
  - 3.9 Conditional offers shall not be considered and liable to be rejected.
  - 3.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
  - 3.11 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
  - 3.12 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
  - 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
  - 3.14 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
  - 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
  - 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.



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

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

**It is perquisite and necessary for all interested bidders to visit the Surat Lignite Power Plant (SLPP)-Colony after downloading the tender copy from website: <http://etender.gipcl.com/> to understand the actual working conditions, height of buildings / structure, available approaches, safe working conditions, work permit system, gate pass system, compliance related to labour, safety etc... before submitting their offer. Failing which, any consequential liabilities arising will be to bidder's account.**

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

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

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

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

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself/herself regarding matters such as access to site, communication, transport, working condition including constraint of work place, height of structure/building, quantity assessment of individual structures/buildings, quantum of dusting, importance of work, round the clock working conditions, safety requirements, right of way, weather conditions, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment, scaffolding materials and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his/their Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an





examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

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

- (1) Only site visit will be arranged preferably for any one or maximum up to two authorized persons having valid authorization letter/s during site visit considering present scenario of COVID-19 epidemic.
  - (2) Details of visiting person/s like Name, age, designation, address, recent medical history (preferably for previous 01 month), recent travel history (for previous two weeks), etc... should be provided to GIPCL in advance through email.
  - (3) Address proof of visiting person/s is required during site visit. If person/s coming from containment zone, same will not be allowed.
  - (4) Wearing of facemask is compulsory for visiting person/s during the site visit.
  - (5) Visiting person/s should follow applicable prevailing guidelines/travel advisory of GoI/GoG regarding COVID-19 epidemic.
  - (6) Visiting person/s should cooperate with GIPCL security staff, HR&A department & employees regarding any further instructions to be followed on COVID-19 epidemic during site visit.
- "Aarogya Setu" mobile application should be available updated.
- (7) The authorized representative of Bidders should visit the site along with their RT-PCR Test report carried out in last 72 hours and same should required to submit for visiting inside the Plant/Colony.**

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

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

- 5.1** Bidder should possess minimum **Three years** of work experience during **last five years** in similar nature of works like waterproofing, specialized civil structure repairs & rehabilitation jobs etc in **Power Plants / Colony/ Process Industries / Corporation / Corporate Sectors / Institutes** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration. **Experience as a sub-contractor (except subletting the work by similar waterproofing contractor) may be allowed on sole discretion of GIPCL subject to submission of supporting evidence/documents like copies of work orders with relevant Invoices of completed works & verification of work performance from client of sub-contractor.**
- 5.2** Bidder should produce evidence of having experience of successfully completed similar works (as per clause no. 5.1) as defined hereunder during **last five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. along with certified copies of



documentary evidence preferably photo copies of work experience from the clients. The experience should be either of the following:

- a. **One similar completed/executed work each costing not less than the amount equal to Rs.22.00 Lakhs (with GST).**  
OR
- b. **Two similar completed/executed works each costing not less than the amount equal to Rs.13.73 Lakhs (with GST).**  
OR
- c. **Three similar completed/executed works each costing not less than the amount equal to Rs.11.00 Lakhs (with GST).**

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

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

- 5.3 **Tender fee:** The tender fee(non refundable) shall be submitted through RTGS or through online payment as per details provided in clause no. 7 herein under
- 5.4 **EMD:** The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent clause no. 7. or through online payment as per details provided in clause no. 7 herein under.
- 5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 5.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.7 **Bidder should have minimum average annual turnover of Rs.8.25 Lakh** for last three financial years (2017-18, 2018-19 & 2019-20 Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

- 5.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.
- 5.9 The net worth of the bidder should be positive as evidenced from audited accounts of last financial year i.e. FY-2019-20.
- 5.10 In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.11 If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and



undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure / Form attached.

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

- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

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

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

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

**6. LANGUAGE OF BID**

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

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

7.1 An EMD of Rs. 24,000/- (Rupees Twenty four thousand only) and Non-refundable Tender fee Rs.2,950/- (Rupees Two Thousand Nine Hundred fifty only) shall accompany with Bid. Tender fee shall be submitted through RTGS / online mode of payment only..

7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule



Public Sector Bank or Schedule Private Sector Bank as per Proforma of BG enclosed with this e-tender.

**Bank for EMD DD**

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

**Payable at :**

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

Alternatively EMD AND Tender fee may also be submitted through RTGS/online mode of payment by the bidders as per following details .for which RTGS transaction charges (if any) shall be borne by bidder:

**RTGS detail for Tender fee:**

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

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

- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid
- 7.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder and after award of LOI/Work Order. Alternatively EMD will be converted in SD and successful bidder shall submit SD or performance bank guarantee for balance amount.
- 7.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.6 Any bid not accompanied with EMD and Tender fee will be rejected. Detail of Tender fee & EMD paid by RTGS/online payment should be submitted as per. Clause 7.9.EMD in physical form,to be submitted directly to GIPCL as per clause 7.9.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

**7.9 SCHEDULE OF EMD & TENDER FEES AND OTHER SUPPORTING DOCUMENTS**

Details/receipts of EMD & Tender fee paid by RTGS/online or EMD in physical form by way of DD/BG (as applicable) with other documents duly signed to be submitted in physical form in sealed cover <b>as per details mentioned in NIT. Bid No. shall be mentioned at the top of cover/envelope.</b>	Address for Submission: <b>General Manager (SLPP)</b> <b>GUJARAT INDUSTRIES POWER CO. LTD.,</b> <b>(Surat Lignite Power Plant)</b> <b>Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394 110, Gujarat. Phone : 02629-261063 (10 lines)</b> <b>Fax : (02629) 261073 / 261074.</b> <b>EMAIL:slppcivil@gipcl.com &amp; khmistry@gipcl.com.</b>
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## 8. **SUBMISSION OF BIDS**

### **A: MODE OF SUBMISSION**

The bids shall be submitted online at the <https://www.nprocure.com> within the dates specified in the NIT along with the details in two parts as under:

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

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

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

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

The following supporting documents shall also be submitted along with EMD & Tender Fee in physical form or by way of scanned copies:

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

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

- 1. Price Bid shall be submitted only in soft form through e- portal system.  
**Note: Estimate includes cost of all GIPCL approved quality materials (except free issue cement and as specifically mentioned in item nomenclature), manpower, supervisors, insurance, safety PPEs, staging, shuttering & scaffolding, survey works, transportation, mobilization-demobilization cost, loading-unloading & proper storage, security & safety, equipment, machinery, vehicles, consumables all the required tools & tackles etc..., safety equipments & PPEs, Royalties, Rents, all taxes & duties (except applicable GST shall be quoted separately in online price bid), levied by the Central, State Government or other Public bodies etc.**





2. **Bidder shall quote applicable GST separately in online price bid.** Goods & Service tax shall be paid extra at actual as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR \_\_\_\_\_%age below the estimated value OR \_\_\_\_\_%age above the estimated value."**
4. The quantities shown in the price Bid are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents

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

- (i) The Bid must contain the postal address like name, residence & place of business of the person/persons submitting the Bid and must be signed & sealed by the Bidder with his/her 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 proposal shall be the exact legal name of firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

**9. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**10. POLICY FOR BIDS UNDER CONSIDERATION**

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





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

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

## **12. OPENING OF BIDS**

- 12.1 The GIPCL will open the pre-qualification/Technical Bid/price Bid, as the case may be, in presence of Bidder's representatives whenever such a procedure has been specified. Otherwise the tender will be opened by the authorized officers of GIPCL.
- 12.2 Preliminary **Examination**:
  - 12.2.1 The Company will examine the Bids for any computational errors, for sureties furnished by bidder, for authentication of documents submitted and completeness of the Bids.
  - 12.2.2 Arithmetical errors will be rectified on the following basis:
    - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
    - (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

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

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



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

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

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

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

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

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

- 16.1 The contract will be for a period of 06 (Six) months from the date of actual commencement of operations of the contract as stated in the Work order ('Contract Period').
- 16.2 GIPCL reserve the right to extend the contract period up to 03 months on the same rates and terms and conditions without any price escalation and without entering into any new contract.
- 16.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

#### **17. ASSIGNMENT AND SUB-LETTING**

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



## **18. CONTRACTOR'S OBLIGATIONS**

### **A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER**

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification, security check, pre-employment medical fitness check-ups & induction safety training for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with proper healthy safety equipments like but not limited to safety helmets, safety belt, fall arrestors, masks, gum boots, safety shoes, hand gloves, a uniform and other necessary PPEs as per standard requirement of manufacturer of material and as per MSDS of material to be used for properly undertaking the operations involved under this contract. Damaged, unfit and/or deteriorated safety PPEs shall be replaced immediately with new approved standard PPE. Following are also to be issued:
  - a) Safety shoes (standard approved ISI make)
  - b) Safety helmet (standard approved ISI make in yellow colour only)
  - c) Safety Goggles / face shield.
  - d) Ear plug / Ear muff.
  - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
  - f) Full body double harness Safety belt.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site-in-charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint independent supervisors who shall co-ordinate with concern GIPCL's department Engineer-In-Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly. Contractor shall responsible to carry out work as per schedule of work planning to complete scope of work in given contract period.
- (ix) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by



GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 10% supervision charges, plus applicable GST as per extant GST Laws & the same will be recovered from the Contractor's bill.

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

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

- (i) All tools & tackles and equipments required to execute the contract are in the scope of the contractor. The contractor should ensure that tools & tackles are in healthy & working condition. All consumable items would be in the scope of the contractor (**Note: If work is suffered due to want of sufficient manpower, tools & tackles, vehicles, equipments and/or required consumables/materials then 25% of the total job cost plus applicable GST as per extant GST Laws will be levied as a penalty for each and every instance**).
- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles, equipments, scaffolding materials in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (iii) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt halogen lamp for other area ensuring safety at work place
- (iv) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

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

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

#### **20. TIME SCHEDULE**

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

#### **21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS**

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



## **22. PAYMENTS**

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

## **23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID**

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and Technical specifications.
- b. The quantities given in the schedule of rates are estimated and payment will be made as per actual work carried out as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Special Conditions of Contract.
- d. No separate amount shall be payable for use of auxiliary equipment incidental to or in day to day operation in the course of fulfillment of contractual obligation of the supplier.

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

## **24. QUANTITIES**

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

Quantities of individual items may be revised during the course of contract period based on site requirement. Contractor shall not be entitled for any compensation on ground of such alteration in individual quantities. GIPCL reserves the right to operate or increase/decrease quantities in each item or omit any item included in Schedule of Quantity at its discretion. Quantity of individual item of SoR (Section-E) may vary to any extent. However, contract value will remained firm. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

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





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## SECTION-B INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

- 1 Tender documents are available only in electronic format and can be downloaded from the web site:  
<https://www.nprocure.com> and <https://gipcl.nprocure.com> and it can also be viewed from Company's website [www.gipcl.com](http://www.gipcl.com).
- 2 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.
- 3 Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
- 4 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement.  
(n) Code Solutions - A division of GNFC Ltd.  
403, GNFC Info tower, S.G Road,  
Bodakdev, Ahmedabad – 380 054 (India)  
Toll Free: 1-800-419-4632/1-800-233-1010,  
Tel: 079-26857315/316/317  
E-Mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net), website: [www.nprocure.com](http://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.**

### **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](mailto:nprocure@gnvfc.net)  
Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e tendering registration process.





## **SECTION-C GENERAL CONDITIONS OF CONTRACT**

### **1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE**

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

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

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

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

### **2. RECOVERY CLAUSE**

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. plus applicable GST as per extant GST Laws. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL, plus applicable GST as per extant GST Laws.

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

All costs, charges or expenses that GIPCL may have paid, for which, under the contract the contractor is liable, shall be recovered by the GIPCL. The contractor



shall pay all such claims within 15 days of claim, failing which the same shall be deducted from the bills of contractor.

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

Contractor shall be responsible to complete the jobs within agreed time schedule 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, plus applicable GST as per extant GST Laws .

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

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

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

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

If the contractor fails to execute the work or fails to mobilize the resources and equipments or fails to carry out progress of work as per agreed schedule of work planning (as per clause no. 1.10 of Special Condition of Contract) and/or as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL, plus applicable GST as per extant GST Laws and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.



## **6. SETTLEMENT OF DISPUTES**

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

## **7. INTERPRETATION OF CLAUSE**

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

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

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

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

## **9. STATUTORY REQUIREMENTS**

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

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

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
  - 2.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the



- Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
- 2.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at Colony/SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- a. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at Colony/SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 2.5 The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR& Admn. Dept.
- 2.6 The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 2.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 2.8 The contractor shall take Workmen Compensation Insurance Policy for all his employees working at Colony/SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9 The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 2.10 If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 2.11 The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12 GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.



- 2.13 The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
- 2.16 The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17 The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18 Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19 The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20 Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21 Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22 All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
- 2.23 The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

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

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.





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

**10. PAYMENT OF WAGES**

Contractor has to make payment on or before 7<sup>th</sup> of every month through bank. Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act and all applicable acts in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts.

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

**11. ACCIDENT TO WORKMEN**

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

**12. LIGHTING**

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

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

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

**14. SAFETY ASPECT**





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

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

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

## 15. **GENERAL SAFETY CLAUSES**

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

### **Helmet :**

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

### **Safety shoes :**

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

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety



- shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
  6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
  7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
  8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL plus applicable GST as per extant GST Laws.
  9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948 shall be submitted every year before using such tools and tackles. In case of purchase of new lifting tools and tackles, form no. 10 as per the said rules shall be submitted before they are taken into use. All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
  10. The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job/ shutdown jobs for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
  11. After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
  12. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards, fall arrester, etc. shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
  13. Flash back arrestors made of reputed manufacturer shall be provided on cutting torch, on DA cylinders and on O2 cylinder. Cylinder caps also required for handling the cylinders at the work at height area. Gas cylinders shall be transferred through gas cylinder trolley only with cylinder cap and stored up right (vertical) position only. All gas cylinders shall be hydro tested / certified as per gas cylinder rules 2004. Gas cylinders shall be stored, handled as per gas cylinder rules 2004.
  14. All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to



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

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



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

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

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

**16. REJECTION OF WORK:**

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



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

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

- a. All tools & tackles, labours, equipments, vehicles, 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. They shall co-ordinate with concern GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing, safety of workers etc. Such person shall function from site office of contractor at GIPCL Colony.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.
- f. Contractor shall strictly follow the existing work permit system of the GIPCL 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, plus applicable GST as per extant GST Laws.
- i. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges, plus applicable GST as per extant GST Laws..
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for 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 (Maximum of Rs. 1,000/- per incident per man-day and as per above clause no. 16) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit etc.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- s. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- t. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

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

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. Such in-charge shall be constantly in attendance at the site during working hours. During CONTRACTOR'S supervisory engineer absence during working hours, if unavoidable, and also beyond working hours, when it may be necessary to give directions, orders may be given by the ENGINEER / GIPCL and shall be received and obeyed by the CONTRACTOR'S superintendent or Foreman





who may have charge of the particular part of the work in reference to which orders are given. If requested to do so, the ENGINEER /GIPCL shall confirm such orders in writing. Any directions, instructions or notices given by the ENGINEER / GIPCL to him, shall be deemed to have been given to the CONTRACTOR. The representative of the CONTRACTOR shall have all necessary powers to receive materials from the GIPCL, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.

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

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

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

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

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

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

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

- A.** The Company shall provide the following facilities to the Contractor at the site:
  - a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
  - b. Quarter(s) for supervisor/ engineers on chargeable basis in GIPCL's township at discretion of GIPCL if available.
  - c. Workshop facility as available at site only. However contractor may visit the workshop to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
  - d. First aid facilities as available on chargeable basis.
  - e. 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.

**21. WORK CERTIFICATION**

- a. The work to be performed being a specialized nature, the contractor should be fully conversant with modern practices and should be able to carry out works independently of large thermal power plant. The contractor shall therefore be required to engage qualified/ experienced personnel to undertake the work as per specifications and requirement.
- b. Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- c. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis. The monthly bill payment shall be released based on the certified reports of the works.
- d. Inspection of work will be done by Engineer-in-Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

**23. 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.

**24. 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.

**25. GOVERNING LAW AND JURISDICTION**

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

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



## SECTION-D

### SPECIAL CONDITIONS OF CONTRACT

#### 1. DETAIL SCOPE OF WORK

The scope of work in general comprises "Supplying and applying of Asian Paints Smartcare Damp Proof or approved makes ("**Fosroc**", "**Dr. Fixit-Pidilite**", "**Asian Paints Smartcare**" after cleaning the surface including cleaning the surface with mechanical grinding, opening the cracks in v/u shape and filling the same with polymer modified mortar as per manufacturers specifications in wall area, waterproofing terrace area etc.. for all such locations as directed by Engineer-in-charge.

The application shall be got done through the authorized applicator of manufacturer of buildings for elevation varies from 3 meter to 15 meter. The guarantee of water proofing work should be minimum twelve months from the date of completion of work duly certified by Engineer-in-charge.

#### SPECIFIC REQUIREMENTS

- a. Removing of existing chipping or damaged surface to outside the colony premises as per prevailing GPCB environment laws.
- b. After removing existing layer, all the visible cracks on the roof shall be repaired with approved structural crack repair compound.
- c. All the materials, supplied by contractor shall be of GIPCL approved quality and from approved brand only as specified (except free supply of cement). Quality & Workmanship shall be of highest standard and as per material manufacturer's recommendations.
- d. All corners, slab openings, vatta, parapet, expansion joints, embedded parts, junction points, etc... shall be covered properly in watertight manner with waterproofing material up to the entire satisfaction of Engineer-in-charge.
- e. Contractor shall adopt all safety measures / provide necessary protection to work place / structures irrespective of the sequence of work.
- f. The scope of work is deemed to include all other items of work not specifically mentioned above nor in the schedule of quantities and which are necessary for the completion of the contract work as a whole.
- g. It is not the intent to specify completely herein, all the works covered under the scope of this inquiry. The scope also includes all works necessary, which are not specifically mentioned here but required for effective execution of entire scope of work in all respect within time bound periods and are deemed to be included in the scope of the CONTRACTOR. All works shall conform to the specifications, safety norms, legal & statutory requirements. All works shall conform in all respects to high standards of engineering, design & workmanship and shall fulfill the anticipated performance during the Contractor's guarantee period in a manner acceptable to the GIPCL 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, GIPCL shall interpret such intent or meaning, which will be final and binding on the CONTRACTOR.
- h. Contractor shall rectify and make good any defective work or replace with new one if required during the defects liability period as specified in the Conditions of Contract.
- i. The Contractor shall have to attend meetings at GIPCL's office or any other place as fixed by GIPCL, as and when required for review, discussions, co-ordination etc...



- j. GIPCL reserves the right to increase or decrease scope of this specification by adding / omitting any item or quantity of work as deemed necessary at the time of allotment of work and / or during the course of execution of work.
  - k. The scope also includes cost of all materials, transporting the same to the site, unloading, storing them in the contractor's own covered storage area in a neat and systematic manner or as per manufacturer's recommendations and ensuring the safety & security to ensure the proper utilization of such material exclusively for this contract.
  - l. Contractor shall make their sub-store for storing all material at site.
  - m. Skilled and Unskilled Manpower required for carrying out the entire scope of work shall be arranged by contractor.
  - n. Contractor shall depute their full time well experienced Site-in-charge & supervisors for work execution as per specification.
  - o. Contractor has to take all safety measures and has to follow clause nos. 15 & 16 of General Conditions of Contract (Section-C) during the execution of work including providing good quality safety equipments and/or safety gears to the workmen and list of the provided safety equipments and safety gears should be submitted before taking up the work. Contractor shall arrange safe scaffolding, ladder etc for safe working at height.
  - p. The scope of work has to be carried out, even when building under utilization and family already staying.. Hence, experienced workers and supervisors are to be deployed for safe execution and supervision of work. Necessary care shall be taken to avoid any un-necessary disturbance to family staying inside. Please also note that despite taking all protective measures, if any material or part will be damaged due to any act for which contractor is responsible, the cost of same shall be recovered as per General Conditions of Contract.
  - q. Engineer-in-charge may check the quality of material and workmanship during contract period and if he felt any doubt in quality of material and workmanship at any time, contractor shall arrange for third party testing of the same in GIPCL approved laboratory as directed by Engineer-in-charge at the cost of contractor. And if required, same shall be replaced or same shall be re done as per the instruction of Engineer-in-charge at any stage without any financial implication to OWNER.
  - r. Contractor shall arrange for stage wise inspection of waterproofing work from GIPCL engineer for each location in daily work inspection register before proceeding for next activity like surface preparation, cleaning, crack repairing, application first coat, second coat etc...
  - s. The workmanship shall be of best quality. The workmanship shall generally confirms to the IS requirement.
  - t. In view of safety, contractor shall submit methodology statement of work, before starting.
  - u. The rate shall be for good quality work in line and level, finished in all respect by ensuring frequent checking at each and every stage of work.
  - v. Contractor shall follow the recommendations of manufacturer of material without any additional implication to GIPCL.
  - w. If during monsoon, any water leakages observed from the work done by contractor, the same shall be rectified by the contractor with no additional cost to GIPCL during defect liability period
- Quoted rates shall include all above specific requirements also.



## **1A. GENERAL SPECIFICATIONS & REQUIREMENTS:**

Contractor shall keep up to date material inward records and consumption record of his/her materials. Contractor shall strictly follow manufacturer's recommendation for application. The material must be applied strictly in accordance with the manufacturer's technical datasheet including surface preparation, placing, applying, curing, etc... complete as per manufacturer's instructions and as directed by Engineer-in-charge.

Contractor shall deploy & provide sufficient nos. of manpower, full time experienced supervisors for supervision of work, providing & fixing metallic scaffolding, ladders, arrangement of platform for working at height, safety belts, safety shoes, goggles, dust masks, safety net, helmets, hand gloves, etc... with tools & tackles, sufficient nos. of lighting equipments, power cables of sufficient length according to site requirement, sufficient cleaning equipments like blower and any other incidental activities or works which are not envisaged but likely to be carried out for satisfactory & timely completion of entire scope of work as directed by Engineer-in-charge.

The specified material/compounds must be applied strictly in accordance with the manufacturer's technical datasheet including surface preparation, placing, applying & curing. This consists of surface preparation by thoroughly cleaning of dirt, dust, loose concrete, scraping for removing algae and scale by wire brushing or power tool cleaning, blower cleaning & drying of all surfaces before application, etc... as per site requirement.

Where any specifications of manufacturer is repugnant to or at variance with any provisions and/or specifications mentioned in this document, then unless a different intention appears, the provision and/or specifications mentioned in this document shall prevail to the extent of such repugnancy of variance.

### **1.1 GENERAL SPECIFICATIONS:**

1. All the consumables like wire brush, mechanical tools, blowers, lighting equipments, sufficient length power cable, scaffolding materials, ladders, ropes, containers for handling the material, cloths if required for cleaning the surface etc... are to be arranged by the contractor.
2. For scope of work at different elevations, contractor has to make arrangement of required double pipe scaffolding, standard approved safety "Zula" with double safety provisions, Metallic jail, H frames etc... at their own cost as per site requirement.
3. Contractor has to make their own sub-store for storing the material at site.
4. Manpower required for carrying out the entire scope of work will be in contractor's scope.
5. Contractor has to depute their full time site-in-charge & supervisors for work execution as per specification.
6. Contractor has to take all safety measures and has to follow clause no. 15 & 16 of General Conditions of Contract, during the execution of work including providing safety equipments and/or safety gears to the workmen. List of the provided safety equipments and safety gears is to be submitted to GIPCL's Safety Department for prior approval and permission before taking up the work.
7. The work has to be carried out in occupied building and family already staying inside. Hence, experienced workers and supervisors are to be deployed for safe execution and supervision of work.





8. Subsequent applications as per given sequences has to be executed after giving sufficient drying time to previous application.
9. Contractor has to arrange & get inspected each application of work as per given sequence from the Engineer-in-charge of GIPCL before proceeding to next application. Supply of site measuring instrument is in the scope of contractor.
10. Work shall be carried out only on thoroughly dry surfaces. Contractor shall have to arrange required nos. of blower to dry the surface properly, if required.
11. All the surfaces shall be thoroughly cleaned of oil, dirt, dust, paint, rust and scale. The methods to be adopted using solvents as per recommendation of manufacturer, wire brushing, power tool cleaning etc. and as indicated in the item of work.
12. **Quality Check:** - Contractor shall maintain location wise register entry and get the daily check from concern GIPCL engineer for various sequential applications. The same shall be submitted with bill for payment. GIPCL reserves the right to ask the contractor for re work, if the material applied without satisfactory surface preparation. GIPCL also reserves the rights to not offer further work front, if contractor repeatedly violates technical specifications, quality of work and safety rules. GIPCL will not entertain any correspondence from contractor for slow progress & delay in work completion due to any rework or due to regular work inspection of GIPCL to get quality works as per specifications and to maintain proper safety at work site.
13. Contractor shall follow the recommendation of manufacturer without any additional implication to GIPCL.

## **1.2 SAFE STORAGE OF MATERIALS**

Contractor shall be responsible for safe storage of all materials to avoid pilferage, loss, damage, theft and he shall be responsible till handing over.

## **1.3 REPAIR & COATING MATERIALS**

**All waterproofing coating materials shall be of GIPCL's approved make specialized materials ("Fosroc", "Dr. Fixit-Pidilite", "Asian Paints Smartcare ") as per respective item specifications under SoR (Section-E) and as per detail scope of work mentioned in the clause no. 1 above (Section-D).**

Contractor has to maintain record of each and every material brought to site with material test certificate and gate entry.

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

Third party testing:-

If GIPCL found any material quality issue, GIPCL reserve the right to carry out third party testing of materials supplied at GIPCL-SLPP for jointly collected random samples of materials as directed by Engineer-in-charge. All cost towards testing shall be borne by the contractor. The testing laboratory shall be as decided by GIPCL.



#### **1.4 DISPOSAL OF SCRAP & EMPTY BARRELS**

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

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

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

#### **1.5 GENERAL SCOPE OF CONTRACTOR**

1. All tools & tackles, equipments, 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, equipments & vehicles.
2. All consumable items like repair & coating materials, membrane, grouting chemicals, rust removers, crack sealer, thinner, turpentine, primer, putty, cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. The Contractor shall have to make necessary arrangement for storage of materials including safe storage of materials, tools & tackles, scaffolding materials, equipments at their own cost.
4. All safety/PPEs required during work at site are to be arranged by the contractor.
5. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
6. The contractor has to arrange transportation for lifting/shifting the materials at their own.
7. Contractor has to depute their full time experienced site-in-charge & independent Location wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location wise work permits, to get daily location wise work supervision, to record Location wise joint work done reports/measurements, to prepare & apply for manpower gate pass, to maintain statutory & legal compliance records, etc...
8. Contractor has to maintain record of each and every material brought to site and gate entry.
9. Contractor has to submit quality plan prepared jointly with authorized representative of approved manufacturer.

#### **1.5 SCOPE OF CONTRACTOR**



1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like repair & coating materials, membrane, grouting chemicals, rust removers, crack sealer, thinner, turpentine, primer, putty, cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
5. The contractor has to arrange JCB, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package 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/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc...

#### **1.6 TO REMEDY DEFECTIVE WORK**

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

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

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

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

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

### **2. PRICE & RATES**

This is SoR based contract and final item rates will be derived based on online offered lowest percentage rate. Offered percentage rate will be applied to all the



items of SoR. The item rates so derived shall be inclusive of cost of all GIPCL approved make ("**Fosroc**", "**Dr. Fixit-Pidilite**", "**Asian Paints Smartcare**" coating materials, thinner, crack filler (except free issue cement), other required materials as recommended by manufacturer, consumables, safe storage of materials, wastage, experience applicators/operators, helpers, labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, standard approved MS scaffolding materials, approved safety "Zula", scaffolding arrangement at work site as per approval of GIPCL's Safety Officer, safety equipments & PPEs, site safety arrangements, legal & statutory compliances, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties (applicable GST shall be quoted separately in online price bid) 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 rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc... as per work requirement.

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

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

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

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

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

### **3. CONTRACT PERIOD**

Contract period will be 06 (Six months from the date of commencement (mobilization period will be 07 days from the date of issue of Lol or Work Order whichever earlier) or from the date of commencement as mentioned in work order



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

#### **4. TERMS OF PAYMENT**

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

The contractor shall raise running invoice/final bill in duplicate (one original in physical form and soft copy in MS Excel format as directed by Engineer-in-charge) for work performed or completed during the previous month along with the documents as mentioned hereinafter. On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Security deposit at 10% of contract value shall be submitted as per clause no.: 1 of Section-C. Security deposit will be returned to the Contractor without any interest after successful completion of twelve months defect liability period from actual contract completion date as certified by Engineer-in-charge as per clause no.: 1 of Section-C.
- (iii) Contractor shall quote the rate/price along with applicable GST. Party should raise the invoice as per GST act.
- (iv) 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 GST Registration no., HSN Code and the date of issue of registration certificate on invoices.
  - (c) Citing GIPCL's GST no. along with contractor's GST registration no. and the date of issue of registration certificate on invoices.
  - (d) Claim of GST amount with percentage (%) separately shown on the invoices.
  - (e) 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.
  - (f) Contractor shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
  - (g) The contractor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self certified authentic third party evidence ([www.cbic-gst.gov.in](http://www.cbic-gst.gov.in)) shall be adduced to that effect by the contractor
- (v) 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.
- (vi) While making running account payment, the following deductions may be made by GIPCL, if applicable:
  - 1. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
  - 2. Security deposit recoverable if any.





3. Advance on materials / work progress advance payments, if any.
  4. LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
  5. Any other dues recoverable by GIPCL from the contractor under the contract.
- (vii) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Photo copies of wages register of previous month, photocopies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.
- (viii) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.
- (ix) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.

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

The rates shall be valid for the Contract Period and agreed extension and shall remain unaltered during the Contract Period.

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

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

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

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

### **6. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL**

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

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc... along wage certificate pertaining to respective bill period.



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

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

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

The unit of measurement will be as specified in respective item of Schedule (Section-E). The contractor shall maintain actual work done record on daily basis and shall be certified by GIPCL Engineer-in charge.

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

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

#### **8. MOBILIZATION AND EXECUTION**

- a) Contractor shall mobilize the resources at site within 04 hours from the time the intimation given by GIPCL.
- b) Contractor shall provide sufficient nos. of supervisors who will be responsible for supervision and execution of job in specified time. The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

#### **9. QUANTITY OF WORK**

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

However the Quantities or frequency of work may likely to be changed during the course of contract period based on the requirement or any other unavoidable circumstances.

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

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



If any time after commencement of the work, GIPCL shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the ENGINEER shall inform the fact to the CONTRACTOR who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any change having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated. The quantum of work of individual item may be up to any extent depending upon requirement. However, item rate remains unchanged. Under this contract, contractor has to execute all work as per the Colony/Plant requirement.

**10. DEFECT LIABILITY PERIOD**

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

Any delay beyond seven days of intimation for rectification will result to equivalent delay in refunding of security deposit.

**11. COVID-19**

It is well aware about nationwide spread of COVID-19 pandemic for which Government of India as well as Government of Gujarat is circulating various guidelines/advisory time to time for prevention of spread & protection of human being. GIPCL also being a responsible organization, implementing such guidelines along with specific directions & advisories to all employees, contractors & workers on time to time.

All the interested parties, bidders, successful contractors shall have to follow at their own cost all such instructions, advisories, guidelines related to COVID-19 which are at present in force and which may come into force.

In order to implement such guidelines, all required expenditures towards providing approved mask, sanitizer, medical assistance, etc... shall be in the scope of contractor.

**12. GENERAL CONDITIONS OF CONTRACT**

General Conditions of Contract (Section-C) and detail specification prepared by the company will be applicable for this contract. The same is enclosed herewith. Bidders are advised to go through the same.

Where any portion of the general conditions of contract is repugnant to or at variance with any provisions of the special conditions of contract, then unless a different intention appears, the provision of the special conditions of contract shall prevail to the extent of such repugnancy of variance.



### **13. FREE ISSUE MATERIALS BY GIPCL**

The rates are with free issue of cement in item nomenclature of SoR. Free issue materials shall be issued from GIPCL store. Necessary transportation of free issue material is in the scope of contractor.

- i. The contractor shall keep an up to date record of the materials issued by GIPCL and consumed on the work, in daily register. The contractor shall also submit weekly statements for actual consumption of such materials and stock position with him. The actual consumption shall be calculated based on Joint record and actual work done..
- ii. The recovery for cement, the recovery shall be affected at the rate of Rs. 300/- per bag or at market rate, whichever higher for quantities above theoretical consumption. No unaccountable wastage will be allowed.

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## SECTION-E PRICE BID FORMAT

Sr. No.	Description	Estimated SoR Value without GST (Rs.)	% Service charge (To be quoted by bidder)	Quoted Amount with Service charge (Rs.)	Applicable GST in % (To be quoted by bidder)	GST Amount in (Rs.)	TOTAL QUOTED AMOUNT WITH GST (Rs.)
(A)	(B)	(C)	(D)	(E) = (C) + ((C)x(D%))	(F)	(G) = (E)x(F%)	(H) = (E) + (G)
	Surat Lignite Power Plant - 4X125 MW, Unit # 1 to 4: Waterproofing at Residential Quarters in colony	23,28,050.00	Above/ Equal/ Below				

- Note:-** (1) Prices shall be quoted through online (n)-Procure only. Hard copy of price bid shall not be considered/accepted.  
 (2) Evaluation of tender will be done on gross total quoted amount with GST as per above column no. (H)

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

**Note:** The online quoted rate/Price shall be inclusive of all materials (except free issue cement and as specifically mentioned in item nomenclature), manpower cost, equipments, supervision, consumables, tools, tackles, all taxes & duties, profit & overheads etc..item rate shall be firm for entire duration of contract period of one year & agreed extension. Bidder shall quote applicable GST separately on their quoted price.

My rates are as under.

At estimated value

OR \_\_\_\_\_ %age above the estimated value

OR \_\_\_\_\_ %age below the estimated value.





## SCHEDULE OF QUANTITIES & RATES (SoR)

Sr. No.	Description	Estimated Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	<b>Waterproofing work of exterior gissi</b> : Supplying and applying of Asian Paints SmartCare Damp Block 2k after cleaning the surface and applying two coats and saturated surface dry condition and allow to cure. On the coated surface, application of two coats of SmartCare Damp Proof Ultra complete as per manufacturers specifications.	1200.00	M	100.00	120,000.00
2	<b>Waterproof coating on external wall</b> : Supplying and applying of two coats of Asian Paints SmartCare Damp Proof Ultra having 350% elongation after cleaning the surface, repair of cracks, the first coat shall be applied with 30% dillution and the second coat will be applied without any dillution complete as per manufacturers specifications.	1450.00	SM	190.00	275,500.00
3	<b>Crack filling work of wall</b> : Supplying & treating the cracks up to 3mm width, with a Single pack ready-to use fiber glass reinforced crack filling compound SmartCare Crack Seal or approved equivalent for both interior and exterior surfaces, CrackSeal shall have high elongation film that accommodates movement, reinforced with glass fibers for superior mechanical strength. It shall have Water resistant film, stops water ingress through cracks. Adhesion shall be very strong on all absorbent surfaces like plaster, wood, gypsum, POP, asbestos, etc. It shall be easily over coated by emulsion paints. Crack Seal shall be a water based and shall not be flammable	1800.00	M	82.00	147,600.00
4	<b>Injection grouting with Cementitious Expanding grout additives</b> : Grouting the joints through PVC injection nozzles fixed @ 1 M c/c or less, using cement slurry enriched with expanding grout additives Intraplast NN of Sika Product @ 500 gm per bag of cement to full saturation etc. Complete.	100.00	No	230.00	23,000.00
5	<b>Transparent PU coating on exterior chips plaster</b> : Providing and Applying Asian Paints Ultima Protek Lamino which is a polyurethane based transparent coating in two coats after cleaning the surface complete as per manufacturers specifications.	100.00	SM	215.00	21,500.00
6	<b>Crackfilling &amp; waterproof coating on existing terrace surface</b> : Applying and Supplying Asian Paints SmartCare Damp Proof Ultra having 350% elongation in three coats after cleaning the surface with mechanical grinding, opening the cracks in v/u shape and filling the same with polymer modified mortar and applying three coats of Damp Proof Ultra with first coats having 30% elongaton and two undilluted coats complete as per manufacturers specifications.	1925.00	SM	376.00	723,800.00
7	<b>Waterproofing work with brickbat coba and chemical coating</b> : Applying and Supplying Asian Paints SmartCare Damp Proof Ultra having 350% elongation in three coats after cleaning the surface with mechanical grinding, opening the cracks in v/u shape and filling the same with polymer modified mortar and applying three coats of Damp Proof Ultra with first coats having 30% elongaton and two undilluted coats complete as per manufacturers specifications.	200.00	SM	884.00	176,800.00
8	Making polymer vatta up to 100mm x 100mm average in triangular shape in CM 1:2 including finishing with cement slurry, chipping, curing, scaffolding,	1575.00	M	74.00	116,550.00



Sr. No.	Description	Estimated Quantity	Unit	Rate (Rs.)	Amount (Rs.)
9	Providing & applying 20 mm thick water proof plaster in two layers with C.M. 1:3 on columns, walls, etc. including adding Asian or its equivalent quality made water proofing admixture as per manufacturer's requirement including scaffolding, curing, etc. complete at all levels.	900.00	SM	159.00	143,100.00
10	Chipping plaster of any mix on wall/RCC including at all heights and depth including storing and stacking the material and 'disposing of the debris to out side colony or scrap yard in as directed by engineer	500.00	SM	84.00	42,000.00
11	Dismantaling manglore tiles roofing including satcking at specified location etc..at any level including necessary scaffolding work.	500.00	SM	60.00	30,000.00
12	Providing & laying manglore tiles (first quality basel mission tiles approved quality) over RCC flat/slope roof including hip and ridge tiles and providing mortar beading of 30mm wide and 20mm thick (minimum) with CM 1:4 to receive the tile including fixing the hip and ridge tiles with necessary cement mortar all complete as directed.	300.00	SM	452.00	135,600.00
13	As above item but only labour charges for laying manglore tiles as per instruction of site incharge	300.00	SM	175.00	52,500.00
14	Dismantalling of Brickbat coba work shall include working at all heights and depth including stacking the serviceable material and disposing of the debris and unserviceable material outside Colony premises as directed by Engineer.	250.00	SM	85.00	21,250.00
15	Cleaning the Expansion Joint and repairing it properly to create a proper joint of 25 mm with the help of Asian Paints Smartcare Repair Mortar (if required) and then putting a backer rod up-to a depth of 15 mm and filling the expansion joint with Asian Paints Smartcare Hybrid PU Sealant in the groove of 25 x 15 mm then Providing and applying of expansion joint treatment with TPE Membrane belt size of 200 mm (ASIAN PAINTS, SIKKA OR MYK SCHOMBURG MAKE) Including of fixing TPE belt with epoxy joint adhesive any approved make.	20.00	M	2,600.00	52,000.00
16	Providing and Applying Sika Polysulphide sealant into expansion joints of average size 25mm X 25mm including, cleaning of groove, providing necessary backer rod into groove, priming of adjacent sides with Primer etc. complete as directed & manufacturer specification. In case of size other than 25mm X 25mm, payment will be made on pro-rata basis as per actual average size.	50.00	M	575.00	28,750.00
17	Providing and applying Repairing of non structural minor cracks, by using of crack seal grey (ASIAN PAINTS make) prepacked crack seal mortar, including making V' groove 3 to 5 MM, applying bond coat, and filling crackseal grey etc. Complete as directed by the manufacturer and EIC.	800.00	M	82.00	65,600.00
18	Clean the wall surface free from old paint and laitance using wirebrush. Filling of cracks lower than 5 mm with Dr. Fixit Crack X powder / paste and larger than 5 mm cracks to be filled by PMM-1:4 ( cement:sand ) admixed with Dr. Fixit Pidicrete URP-10 % by weight of cement. Providing and laying one coat of Primer – Dr. Fixit Primeseal @12 Mt2 per Ltr and allow it to dry. Apply the first neat coat of Dr. Fixit Raincoat without dilution at the rate of 1.5 m2 per ltr per coat. After 5 to 6 hours of interval apply second neat coat of Dr. Fixit Raincoat at the same rate. Allow it to air cure for 7 days.	200.00	SM	166.50	33,300.00



Sr. No.	Description	Estimated Quantity	Unit	Rate (Rs.)	Amount (Rs.)
19	Providing and attending leakages by following operation. Injection pressure grouting with mixture of cement and Expanding Grout Additives Sika Intraplant NN @ 500gm per BOC .	20.00	No	710.00	14,200.00
20	Providing and Laying of 03 mm thick Sika WPshield 103PM APP (Atactic Polypropylene Polymer) modified and reinforced with Polyester matt-160 grams per sqm bitumen waterproofing membrane-4.2 kg/sqm as per manufacturer's (approved make) specifications consisting of a coat of bitumen base primer above 0.4 liter per sqm of approved make. Over the primer coat the membrane shall be laid using torch and sealing all joints with side overlap of 100mm and end lap shall be 150 mm minimum and preparing the surface etc. complete. The physical and chemical parameters shall be as under. Tensile strength in longitudinal and transverse direction should not be less than 125 deg. C with tear resistance of minimum 40/160N. The laying of membrane shall be got done through the authorized applicator of manufacturer of the membrane and as per standard guideline of manufacturer. (Rate including all material cost, skilled-unskilled manpower, loading, unloading, transportation, storage, safety equipments, tools and tackles all complete as directed by Engineer in charge.)	300.00	SM	350.00	105,000.00
	<b>Total Amount excluding GST (Rs.)</b>				<b>2328050.00</b>

**Note:** The item rates shall include cost of all material (except free issue cement and as specifically mentioned in item nomenclature), labour, supervision, equipments, consumables, transportation, loading, unloading, all tools & tackles, safety, all taxes and duties as per item description (except GST).

## 1.0 ANNEXURE-A

For the month of :

- Date :

Signature of Contractor

Page 51 of 59



## 2.0 **ANNEXURE-B**

### **PROFORMA OF BANK GUARANTEE FOR ORDER PERFORMANCE**

#### **(To be Stamped in accordance with Stamp Act)**

Ref: .....

Bank Guarantee No.....

Date .....

Bank Guarantee Cover period from ..... to .....

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

Dear Sir,

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

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

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

....2





(2)

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

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

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

Dates this.....day of .....20.....  
at .....

.....  
Signature

Banker's rubber stamp:

Name

Designation with  
Bank stamp:

Attorney as per power of  
Attorney No.

Dated:



### 3.0 **ANNEXURE-C**

#### **PROFORMA FOR BANK GUARANTEE FOR EMD**

**(To be stamped in accordance with Stamp Act)**

Ref .....

Bank Guarantee No.....

Date .....

Guarantee cover period: From .....To .....

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

Dear Sirs,

In accordance with your "Invitation for Bids" under your Specification No.....Dated.....  
M/s..... having its  
Registered/Head office at.....  
(Herein after called the Bidder) wish to participate in the said Bid for .....

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

We, the ..... Bank at ....., having  
our Head Office at (local address)  
..... Guarantee and undertake  
to pay immediately on written demand by Gujarat Industries Power Company Limited  
(hereinafter called the "Purchaser")  
(In figures) ..... (In words)  
..... without any reservation, protest, demur and recourse.  
Any such demand made by said "Purchaser" shall be conclusive and binding on us  
irrespective of any dispute or difference raised by the Bidder. It shall be conclusive and  
enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank  
Guarantee stating only that the default has been committed by the Bidder, thus far and no  
further.

Contd....2



(2)

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

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this ..... day of .....20 ..... at .....

.....  
(Signature)

.....  
(Name)

Designation with Bank

Stamp:

Attorney as per Power of  
Attorney No.

Dated .....



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

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

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

Dear Sir,

**Subject:**\_\_\_\_\_

**Ref:** Work Order No.:\_\_\_\_\_ **Dated**\_\_\_\_\_

We hereby confirm with free consent as under:-

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

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

For, M/S.\_\_\_\_\_

Signature, Stamp and date.



## 5.0 **ANNEXURE-E**



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

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

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

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

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

DESIGNATION .....

COMPANY .....

DATE .....



## 6.0 **ANNEXURE-F**

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

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

---

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

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

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

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

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

**Please Tick( )**

**OR**

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

**Please Tick( )**

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

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

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder





## 7.0 **ANNEXURE-G**

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

1. For making online payment, first go to the website: **www.gipcl.com**
2. Then, click on the caption/link as can see like:

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

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

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on "Payment Form" given below the sign in option.
4. After clicking the "Payment Form", the vendor has to enter the details asked which will be self explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.  
By selecting the desired payment mode, payment can be made:
6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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