



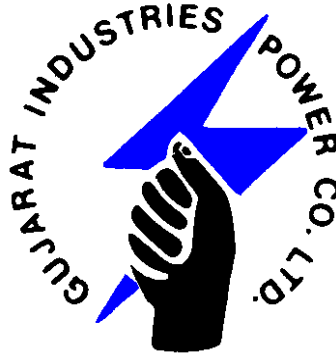
GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

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: RCC
& masonry structure repairs at SLPP and associated
areas.***

***Bid No.: SLPP/Civil/Structure Repairs/2021-22/
nProcure E-Tender ID: 476705***



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



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



NOTICE INVITING TENDER (NIT)
TENDER NO.: SLPP/Civil/Structure Repairs/2021-22/

Name of work	Surat Lignite Power Plant – 4X125 MW, Unit # I to IV: RCC & masonry structure repairs at Surat Lignite Power Plant and associated areas (Year: 2021-22).
Estimated value of work	Rs.47,00,188.66 (without GST) as per Schedule of Rate & estimated quantities mentioned in Section-E
Place of work	Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat - 394110 (Gujarat) and associated areas.
Estimated Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in SoR (Schedule of Rate) cum BOQ (Section-E).
Contract period	09 (Nine) Months as per subsequent clause no. 16 (Section-A) & clause no. 3 (Section-D).
EMD	Rs.48,000/- (Rupees Forty Eight Thousand only) as per details mentioned herein under in clause no. 7 of Instructions to Bidders (Section-A).
Cost of tender document / tender fee	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: www.gipcl.com as per details mentioned herein under in clause no. 7 of Instructions to Bidders.
Site Visit	Site visit at GIPCL (Surat Lignite Power Plant), Village: Nani Naroli, Taluka- Mangrol, Dist. Surat - 394110 (Gujarat) before submission of bid as per details mentioned herein under in clause no. 4 of Instructions to Bidders (Section-A).
Availability of online e-Tender document	On website: https://www.nprocure.com or https://gipcl.nprocure.com and also on company's website: www.gipcl.com up to 07.10.2021, 17:30 hrs. (third extension)
Last date of online bid submission	07.10.2021, 17:30 hrs. (third extension) through website: https://www.nprocure.com or https://gipcl.nprocure.com
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.	On or before 07.10.2021, 17:30 hrs. (third extension) during working days at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat, PIN: 394110 (Gujarat).
E-Reverse Auction	E-Reverse Auction will be executed through website: https://e-auction.nprocure.com (Schedule will be intimated later on to eligible bidders).



NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. Bidders are advised to submit their online bid well in advance to avoid any unexpected last moment technical issues with (n)procure site. In case of any issues /difficulties cropping up during online bid submission / uploading / submission of documents, etc..., 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 as well as to GIPCL email to khmistry@gipcl.com
5. The Bidders are required to submit their Bid offer online only through the website <https://www.nprocure.com> or <https://gipcl.nprocure.com> (**E-Tender No.: 476705**).
6. 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/Structure Repairs/2021-22/** should be mentioned.

General Manager (SLPP)

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli,

Taluka: Mangrol,

Dist.: Surat-394 112, Gujarat.

Phone: (02629) 261063-72. E-Mail: 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.

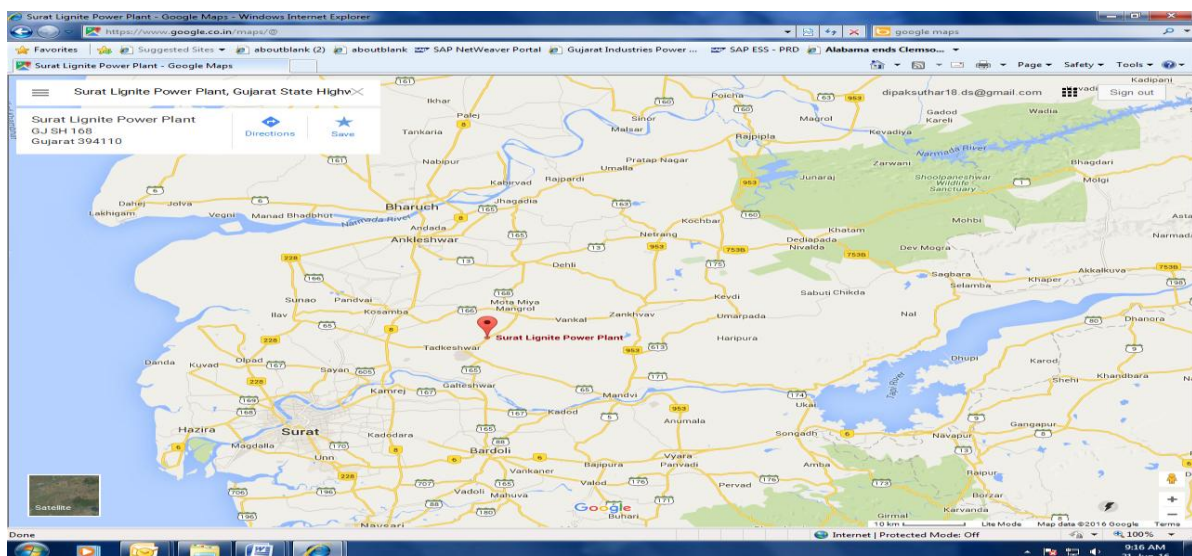
GIPCL commissioned its first power project; a 145 MW gas based combined cycle power plant in year 1992 at Vadodara. It expanded its capacity 165 MW Naptha & gas based Combined Cycle Power Plant at Vadodara in year 1997. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in 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.

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 specialized repairs of various RCC & masonry structures & buildings of Power Plant and associated areas of Surat Lignite Power Plant, Dist. Surat (Gujarat) and is therefore inviting open tenders online (through nProcure website) from experienced & resourceful contractors.

2. BRIEF SCOPE OF WORK

Scope of work includes specialized repairs of RCC & masonry structures and necessary strengthening as per various items of BoQ (Section-E) by using specialized approved materials with skilled & experienced applicators / technicians and as per detail technical specifications as mentioned & specified in BoQ cum SoR (Section-E) and detailed scope of work & detailed specifications mentioned in Special Conditions of Contract (Section-D). Location wise scope requirement are tentatively provided under each item of BoQ which is not exhaustive and works shall be executed as per the specific requirements & directions of Engineer-in-charge of GIPCL.

3. GENERAL INSTRUCTIONS

- 3.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 3.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 3.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 3.4 Before quoting the bid, the Bidder must visit site and should go through the specifications, scope of work etc. and get himself/herself 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 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/corrigendum.
- 3.11 During evaluation of Bids, the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 3.12 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 3.13 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 3.14 If the successful Bidder is consortium/joint deed of undertaking of company, the Consortium leader/Bidder shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 3.15 Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
- 3.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 3.17 The Bidder shall be disqualified if any untrue statement or misrepresentation is made in the Bid forms, attachments and other supporting documents submitted by the Bidder.

4. PLANT VISIT

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

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

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



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

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

The rate 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) The authorized representative/s of Bidder should visit the site by following prevailing COVID guidelines of the company.**
- (3) 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 along with other requisite details.
- (4) Address proof of visiting person/s is required during site visit. If person/s coming from containment zone, same will not be allowed.
- (5) Wearing of facemask is compulsory for visiting person/s during the site visit.
- (6) Visiting person/s should follow applicable prevailing guidelines/travel advisory of GoI/GoG regarding COVID-19 epidemic.
- (7) Medical screening of visiting persons may be conducted at company's Occupational Health Centre (OHC) before allowing plant entry / gate pass.
- (8) Visiting person/s should cooperate with GIPCL security staff, HR&A department, Medical team & employees regarding any further instructions to be followed on COVID-19 epidemic during site visit.
- (9) “Aarogya Setu” mobile application latest version should be available.



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

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

5.1 Bidder should possess minimum **Three years** of experience **during last five years** in similar nature of jobs like civil structure rehabilitation jobs / repair & maintenance jobs, civil structure strengthening works, specialized civil works & projects, etc... in/for **Power Plants / Process Industries / Corporation / Corporate Sectors / Institutes** and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration. However, experience as a sub-contractor, except the works sublet by specialized civil repair 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 successfully completed similar works (as per above clause no. 5.1) during last **five years** ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc... secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed/executed work each costing not less than the amount equal to Rs.33,27,734/-.**

OR

b. **Two similar completed/executed works each costing not less than the amount equal to Rs.22,18,489/-.**

OR

c. **Three similar completed/executed works each costing not less than the amount equal to Rs.16,63,867/-.**

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

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

5.3 Tender fee: The tender fee of **Rs.2,950/- (Rupees Two Thousand Nine Hundred Fifty only)**, including applicable GST (non refundable) shall be submitted through RTGS or through online payment only as per details provided in clause no. 7 herein under. Demand Draft will not be accepted for Tender Fee.

5.4 EMD: The EMD of **Rs.48,000/- (Rupees Forty Eight Thousand only)**, shall be accompanied in the form of DD/RTGS/online or irrevocable Bank Guarantee given by Bank as described in subsequent clause no. 7.

5.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner, as applicable.



- 5.6** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. 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 by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.7** Bidder should have average annual turnover of **Rs.16,63,867/-** during last three financial years (**average of financial years of 2019-20, 2018-19 & 2017-18**). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet and Profit & Loss Account 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) and GST registration number. 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 (2019-20)**, audited (or where, as per extant laws of the land, audit is not applicable, certified) by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.
- 5.10** In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.11** If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit “Declaration for Contractual Litigations” as amended in **Annexure-H in Section-F** / Form attached.
- 5.12** Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” on his company letter head as amended in **Annexure-G in Section-F / 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-G & H in Section-F** / 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.

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.48,000/-** (Rupees Forty Eight Thousand only) and nonrefundable, Tender fee of **Rs.2,950/-** (Rupees Two Thousand Nine Hundred Fifty only), inclusive of applicable GST shall accompany with Bid. Tender fee shall be submitted through RTGS / online mode of payment only.
- 7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank (except Yes Bank) as per Performa of BG enclosed with this tender document under Section-F (Annexure-C).

Bank for EMD DD

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

Payable at :

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

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

RTGS detail:

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

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

- 7.3 In case EMD is paid in the form of irrevocable BG, the same shall be valid for a period of 180 days after the due date for submission of the bid



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

7.9 **SCHEDULE OF EMD, TENDER FEE & 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 self attested are to be submitted in physical form in sealed cover as per details mentioned in NIT. Bid No. shall be mentioned at the top of cover/envelope.	Address for Submission:- General Manager (SLPP) GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394 110, Gujarat. Phone : 02629-261063 E-Mail: khmistry@gipcl.com
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8. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

The bids shall be submitted online through website: <https://www.nprocure.com> or <https://gipcl.nprocure.com> within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

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

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

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

1. Qualification and experience of Site-in-charge.
2. Schedule of deviation (**Annexure-F** in Section-F) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers (if applicable).
4. List of available equipments, vehicles, tools & tackles which are required to perform the scope of works as specified in this tender.

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

1. The tender documents dully signed in all pages without price bid along with techno-commercial deviations, if any.



2. Proof of experience meeting the minimum eligibility criteria as mentioned in tender document.
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any).
6. Turn over for the last three years, audited annual accounts/financial statements i.e. profit & loss account and balance sheet and net worth certificate for last financial year duly certified by a practicing CA will be required as specified in clause nos. 5.7& 5.9 above.
7. P.F. Number and Allotment Letter.
8. PAN Number.
9. Goods & Service tax registration number/certificate copy
10. Declaration-cum-Undertaking for Compliance of Safety Laws & Regulations and Contractual Disputes / Litigations as per Performa **Annexure-G & Annexure-H under Section-F**.
11. Bidder should submit duly filled **Annexure-K** provided under Section-D of Tender document.
12. User ID for e-reverse auction on website: <https://e-auction.nprocure.com>

(b) Price Bid:

1. Percentage Rate Price Bid shall be submitted only in soft form through e-portal system.
Note: Estimate includes cost of all GIPCL approved makes of materials like repair & coating materials, thinner, crack filler, POP/approved putty, Polysulphide sealant for expansion joints, other required materials as recommended by manufacturer, consumables, safe storage of materials, wastage, application on various damaged civil structures through experienced applicators/operators, helpers, labour, supervision, safety supervisor, shifting, transportation, loading, unloading, equipment, machinery, all tools & tackles, standard approved MS scaffolding (as per item description), 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 (other than GST). Bidder shall quote applicable GST separately in online price bid.
2. 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 SoR (Section-E) are approximate 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 the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

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

11. EFFECT AND VALIDITY OF THE BID

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

13. OPENING OF BIDS

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



12.2 Preliminary Examination:

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

13. EVALUATION & COMPARISON OF BIDS

- 13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 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/her selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him/her 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.
- 15.4 GIPCL reserves the right to split the contract quantity between vendors.

16. CONTRACT PERIOD

- 16.1 The contract will be for a period of 09 (Nine) Months from the date of actual commencement of operation of the contract as shall be stated in the Work Order ('Contract Period').
- 16.2 GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason.
- 16.3 GIPCL reserves the right to extend the Contract Period appropriately on the same rates, terms and conditions without any price escalation and entering into any new contract subject to justifications submitted by contractor for delay of works and in case same are agreed & accepted by GIPCL.

17. ASSIGNMENT AND SUB-LETTING

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

18. CONTRACTOR'S OBLIGATIONS

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/labour with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labour laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification, security check, pre-employment medical fitness check-ups & induction safety training for all the workmen/labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge.



- (v) Any default in complying with the above or any misrepresentation regarding compliance of the above shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (vi) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like safety helmets, masks, safety shoes, gum boots and other necessary standard PPEs for properly undertaking the operations involved under this contract. Following are also to be issued by contractor;
 - a) Safety shoes and Gum 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.
- (vii) Contractor shall nominate /authorize senior experienced person in writing as site-in-charge to co-ordinate with GIPCL engineer / operation team and who shall bear overall responsibility for performance of the contract. Such person shall remain available at site during execution of scope of work. Contractor has to submit the authority letter and documentary proof for the same.
- (viii) The Contractor shall appoint minimum required site supervisors who shall co-ordinate with GIPCL's Engineer-in-Charge for daily entrusted jobs. They have to maintain daily records duly signed for the works carried out and duly certified by concern area representatives / Engineer-in-Charge / operation team. The Contractor in co-ordination with the Engineer-in-Charge shall ensure the availability of adequate manpower, approved materials, consumables, standard tools & tackles, etc... to carry out the job satisfactorily as per technical requirements & manufacturer's recommendations. As per the instruction of Engineer-in-Charge, they have to allot the work and execute the same in specified time limit.
- (ix) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
- (x) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 (four) hours or even earlier of that, depending upon criticality and also during odd 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, including GST & the same will be recovered from the Contractor's bill.
- (xi) **Important Note:**
Whenever any of the Unit at SLPP remains under outage due to any reason, the contractor shall mobilize sufficient work force at site within a period of four hours from the time of intimation to the site-in-charge or via mail to your office. Generation loss occurred due to want of manpower as well as resources will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.
- (xii) During working in high risk area like hot lines of steam/ water/ oil, the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.



- (xiii) During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with supervisor as per site necessity. Payment will be made on item rate basis only under respective section. The work during the overhauling period is to be carried out round the clock as per instructions of Engineer-in-charge. Contractor should mobilize sufficient number of manpower & other required equipment/resources and execute the work in all shifts with independent manpower after receipt of such instructions. Contractor should not continue the same manpower for more than 12 hours.

B: TOOLS & TACKLES:

- (i) All tools & tackles, equipments, materials, etc..., 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, vehicle, equipments and/or required consumables/materials then 25% of the total job cost including GST will be levied as a penalty for each and every instance**).
- (ii) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of standard tools & tackles, equipments, standard MS scaffolding, standard safety PPEs, etc... in good condition at site as per day to day work load and emergency situations to complete the work in stipulated time.
- (iii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.
- (iv) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place
- (v) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

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 khmistry@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 & CLARIFICATION ON DOCUMENTS & 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. All such interpretations and clarifications shall form a part of the Bid documents.

22. PAYMENTS

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

23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

- a. The schedule of rates (Section-E) 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 (Section-E) are estimated and payment will be made as per actual certified works as per the rates of work order.
- c. The method of measurement of completed work for payment shall be in accordance with the method of measurement specified in the Tender in Section-D.
- 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 contractor.

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

24. QUANTITIES

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as 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 (increase or decrease) 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 (Section-E) 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.



SECTION-B

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING & E-REVERSE AUCTION

SR. NO.	DESCRIPTION
1.	Tender documents are available only in electronic format and same can be downloaded from the website: https://www.nprocure.com and https://gipcl.nprocure.com and It can also be viewed from Company's website www.gipcl.com
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 Infotower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India). Toll Free: 1-800-419-4632/1-800-233-1010, Tel: 079-26857315/316/317 E-mail: nprocure@gnvfc.net , website: www.nprocure.com

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

E-REVERSE AUCTION:

- i. GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- ii. 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.
- iii. Opening Price (including GST), Decrement value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.
- iv. After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price (including GST).
- v. To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on website: <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.



- vi. In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training:

(n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road,
Bodakdev Ahmedabad – 380054 (Gujarat)
Toll Free: 1-800-419-4632 / 1-800-233-1010,
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@gnvfc.net

Bidder may visit <https://www.nprocure.com/html/faq.asp> for information regarding e-tendering registration process.



SECTION-C

GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security/Performance Bank Guarantee, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit (SD) in favour of Gujarat Industries Power Company Limited for an equivalent amount of ten percent **(10%)** of the "Contract Price excluding taxes & duties" from any Schedule Public Sector Bank or Schedule Private Sector Bank (except Yes Bank) in the format attached in **SECTION-F (Annexure-B)**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit/PBG shall be submitted strictly within twenty one days from the date of LOI or work order, whichever is earlier. The PBG/ Security Deposit shall be valid up to defect liability period of twelve months after the actual contract completion/expiry date. The Contract security/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 the defect liability period. However, any delay in submission of SD will result in equivalent late release of entire SD after liability 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, including GST. Recovery will be affected from the monthly bills and/or retention money/security deposit.
- (ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL, including GST.

3. DEDUCTIONS FROM CONTRACT PRICE

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



4. TERMINATION OF CONTRACT BY GIPCL

Contractor shall be responsible to complete the jobs within agreed time schedule 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, including GST.

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 15 days advance notice to contractor without assigning any reason and will make the alternate arrangement at the risk & cost of contractor.

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

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

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/her from any money due or to become due to the CONTRACTOR.

If the contractor fails to execute the work or fails to mobilize the resources and equipments as per directions of GIPCL / ENGINEER within the time frame given and/or violating the GIPCL's safety rules & regulations, ENGINEER/ GIPCL shall get the work done by third party at the risk & cost of the CONTRACTOR with additional 10% overhead charges of GIPCL, including GST and all costs incurred in connection therewith shall be recoverable from the CONTRACTOR by the GIPCL /ENGINEER as a debt or may be deducted by him from any money due or to become due to the CONTRACTOR.

6. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable



settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration And Conciliation (Amendment) Act, 2019, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.

- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

7. INTERPRETATION OF CLAUSE

In case of disputes as regards interpretation of any of the clauses or specification, the decision of 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 from time to time as also insurance cover for third party liability. The contractor shall keep the GIPCL indemnified from all liabilities arising out of his action in pursuance of this contract. The E. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL. EC policy should cover the specified contract period.

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers **as per clause no. 22 herein under.**

9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

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

1. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labour laws applicable such as the Minimum Wages Act, 1948, Contract Labour (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 and as amended from time to time.
2. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present or 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 Labour (Regulation & Abolition) Act, 1970 as amended from time to time at the time of execution of the contract covering all his employees working at SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
- 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1952, as amended from time to time and remit contributions in respect of the employees employed by him at SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
- 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 2.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as those under the Contract Labour (Regulation & Abolition) Act- 1970, Employees Provident Fund Act, as amended from time to time, 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 GIPCL. 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 as amended from time to time.
- 2.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 2.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D. Act 1947 or under any other labour laws or for compensation under the Workmen's Compensation Act, 1923 as amended from time to time 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 labour laws of Government and other statutory laws as applicable.
- 2.17. The contractor should register himself under the Contract Labour Act, Employee Compensation Act and PF Act, as amended from time to time (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labour License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labour Laws Act, as amended from time to time 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.
- 2.24. All laws, rules, regulations, notifications, etc. stated in this tender document shall be applicable as amended from time to time. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly.

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act, as amended from time to time to the workers employed by him/her.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970, as amended from time to time 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, as amended from time to time within one week time, from the date of award of this contract.



4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the premises of the GIPCL and carry match box / lighter or any other explosive and /or inflammable material inside the plant.
5. Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws, as amended from time to time, etc.
6. Contractor shall issue an appointment order to each casual labourer stating therein the nature of job to be performed by him/her 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/her for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

10. PAYMENT OF WAGES

Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, Payment of Bonus Act, Labour Law Act, maternity benefit act, as amended from time to time in respect of employees engaged by him/her for the work and shall have to maintain necessary records.

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 contractor 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 contractor 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/her lifting tools and tackles to the plant area, required test certificates as per the Factories Act 1948, as amended from time to time and the state factories rules has to be submitted to safety Dept. Safety Dept. 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 Dept. Security Dept. will inform to Safety Dept., as & when such tools and tackles brought at the gate for making entry in the maintenance site.

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

15. **GENERAL SAFETY CLAUSES**

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

Helmet :

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

Safety shoes :

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

4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY.



Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.

5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue registers with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL, including GST.
9. All lifting tools and tackles shall be duly certified by competent person in conformity with the statutory requirements and certificate in form no. 10 as per rule 60 of Gujarat Factories Rules, 1963 and section 29 of the Factories Act, 1948, as amended from time to time 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	<ul style="list-style-type: none"> • Rs.500 /- per instant. • After three incidence,



		<p>on ground, electrical equipment working without proper earthing, machine being used without machine guard, Welding machine without ELCB / RCCB of proper rating, Gas cylinder without test certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.</p>	<p>Per incidence Rs.2500/-</p> <ul style="list-style-type: none"> Continuous unsafe acts will disqualify the contractor from further participation in tender of/contract with GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factories 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, supervisors, approved materials, consumable items, equipments, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time independent experienced site-in-charge and independent site supervisor/s at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint certification, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk 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 labour license (if applicable) 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 including GST.
- i. Contractor shall mobilize the resources as per need within the period of **twenty four** hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges including GST.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven to fifteen days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted (based on quoted % above/equal or below SoR) shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labour, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, 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, safety hand gloves, 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. 15) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-in-charge and shall ensure that sufficient manpower is deployed for the same.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-in-Charge for PTW (Permit to work), work instruction, Return of permit.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, equipments / vehicles (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, as amended from time to time. 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 as amended time to time 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 AND CLEAN-UP.

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL

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

- a. Electricity & water at nearest available one point. Further distribution to be done by contractor at their cost.
- b. Quarter/room & food for supervisors/engineers on chargeable basis in GIPCL's township as available. Food on chargeable basis at GIPCL's Industrial Canteen as available. If not available, contractor to make his own arrangement for lodging and boarding locally or as appropriate at his cost.
- c. Workshop facility as available at site only. 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. Space for contractor's office & store as decided by GIPCL based on availability.



- e. First aid facilities as available on chargeable basis. If not available contractor to make his own arrangement for the same locally or as appropriate at his cost.

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

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

21. WORK 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. All the work measurements shall be jointly recorded in a measurement sheet/register/relevant documents by the contractor / authorized representative of the contractor and the Engineer-in-charge. The measurements shall be clearly written indicating date of measurement, location, reference to drawings, if any, and jointly signed.
- d. The Contractor shall be required to furnish satisfactory job completion report to GIPCL. The submission of report should be on daily basis, the monthly bill payment shall be released based on the certified reports of the works.
- e. Inspection of work will be done by Engineer in Charge or his authorized representative. If the work is not found satisfactory engineer in charge reserves the right to take suitable action and shall be binding to the contractor.

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

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

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 or variance.



SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

1A. STRUCTURE REPAIR:

The scope of work in general comprises RCC structure repairing, rehabilitation & protective coating through experienced applicators (skilled manpower) by using specialized & GIPCL approved makes of repair & coating materials, preferably of **"Krishna Conchem Pvt. Ltd.", "Fosroc", "BASF", "SIKA", "asianpaints" make or equivalent other approved make with prior approval from GIPCL before bid submission (subject to advance approval from GIPCL based on submission of detail test reports, MSDS, TDS, credential details, performance certificate from client etc...)** as specified in the SoR (Section-E) for various RCC structures, Civil infrastructures, buildings, etc... of Power Plant & other associated areas at various segregated locations of SLPP. Initial joint survey shall be carried out with GIPCL Engineer for identification of exact damaged areas on each structure in order to fix the scope of work at initial stage. However, contractor shall ensure that the total quantity of individual item should not exceed over specified quantity in the schedule (Section-E) without intimation to GIPCL. To carry out any extra quantity of work, a confirmation shall be obtained from GIPCL before proceeding.

1A (i) Following activities shall be carried out for rehabilitation works as per detail specifications of SoR (Section-E) with GIPCL approved makes of materials as above.

- Chipping of loose and damaged plaster and / or cover concrete up to good parent concrete or up to reinforcement level using chisel & hammer and cleaning the reinforcement & concrete surfaces with wire brush to receive further treatment.
- CORROSION REPAIR: (i) Surface preparation by removal of all disintegrated materials, cleaning the concrete surface with metal wire brush, cleaning of reinforcement and applying 1 coat of alkaline rust converter (FEOVERT or approved equivalent) followed by 1 coat of Migratory corrosion Inhibitor (EPCO KP 100 or approved equivalent) to arrest the corrosion in embedded concrete. The rust remover shall be alkaline in nature and its PH shall be around 8.5 to 9. The Migratory corrosion inhibitor shall be tested by premier research institute/approved laboratory and shall have a successful case history in Indian condition. (ii) Applying 2 coats of interpenetrating polymer network rebar coating to the exposed reinforcement as directed by Engineer-in-charge and as per manufacturer's recommendations.
- Providing & applying single component, dual shrinkage compensated, fiber reinforced thixotropic polymer modified repair mortar (REPPATCH 45 T or approved equivalent) in average 25mm and 40mm thickness as per respective item descriptions in SoR and as directed by Engineer-in-charge and as per manufacturer's recommendations.
- STRENGTHENING OF RCC WITH EPOXY GROUTING: Drilling holes of 16 mm dia into concrete to required depth, cleaning the holes, fixing flexible PVC pipe nozzles (at about 0.50M spacing) for grouting purpose, sealing the gap around the nozzle and cracks with epoxy putty (EPCO 1010 or approved equivalent).
- Grouting to be carried out by injecting very low viscosity (2 - 5 CPS), High Molecular Weight Thermoset Polymer MONOPOL (or GIPCL approved quality EPOXY GROUT) with a pressure up to 2 Kg/cm². Grouting is to be continued till nozzle refuses to accept further grout.



- Providing & repairing cracks by using epoxy putty including making 'V' groove by using grinder machine etc. complete as directed by Engineer-In-Charge and manufacturer specification.
- Providing & carrying out cementeous pressure grouting enriched with asianpaints make SmartCare Injection Grout (or approved equivalent) additive for Cement through the nozzles with pressure up to 10 kg/cm² generated by compressor or diaphragm pump in the concrete mass/structural cracks until the nozzles refuses to accept the grout, cutting the nozzle after setting of grout and filling the cavity with epoxy putty including materials, labour, machinery etc. **The scope of work shall be including fixing of nozzle as per requirement.**
- Providing & fixing in position watertight shuttering from good quality shuttering ply for column, beams, slab etc. at all heights, application of de-shuttering oil, extra care for water tightness, removing after completion of work etc. completed as per specification & directed. All the crevices in the form work shall be arrested using Plaster of Paris so as to ensure water tight at various required locations as directed by Engineer-in-charge.
- Drilling of 12 mm dia 100 mm deep holes @ 300 mm c/c distance in both horizontal & vertical directions. Transportation, bending to required shape & size, coating with IP NET- RB or approved equivalent material, fixing the same using Anchor grout of HILTI or FISHER in such a way that 90 mm of bar is grouted inside the hole and is bent to 90 degrees to the grouted bar having length of 120 mm. the rate shall include all consumables chemicals. Reinforcement shall be free issue by GIPCL for Out-Plant Stacker Reclaimer RCC beam, Lignite crusher foundation & M2A Tunnel.
- Providing & applying single component, dual shrinkage compensated, fiber reinforced thixotropic polymer modified repair mortar REPPATCH 45 T or using RENDROC SP 40 or equivalent from approved makes in average 40 mm thickness for concrete surface repair as directed by Engr. I/c. The rate is also including chipping, cleaning the concrete surface with metal wire brush, exposing the surfaces of reinforcement and applying 1 coat of alkaline rust converter FEOVERT and rust removal and applying one coat of Zinc rich anti corrosive primer coating, applying epoxy base concrete bonding agent over old concrete for Out-Plant Stacker Reclaimer RCC beam, Lignite crusher foundation and Secondary Crusher House (Phase-I) RCC columns/Beams/Slabs.
- Providing, laying & completing micro concrete using POLYGROUT - M of Krishna conchem or RENDEROC RG of FOSROC make or equivalent from approved makes with addition of 25% by weight 10 mm and down size crushed stone (grit) and bipolar corrosion in habitor EPCO KP 200 @ 2 kg/ cu.m (M:40) or as per the manufacturer's specification. The rate is also including Surface preparation including removal of all disintegrated materials, cleaning the concrete surface with metal wire brush, exposing the surfaces of reinforcement and applying 1 coat of alkaline rust converter FEOVERT or approved rust remover and applying concrete bonding agent over old concrete etc complete as directed by Engineer-in-charge. The rust remover shall be alkaline in nature and its PH shall be around 8.5 to 9. The rate shall be inclusive of all tools, tackles, labour, materials etc for BCN-2A Tunnel & Vastan Mines Road.

1A (ii) Following activities shall be carried out for expansion joint repair works with materials preferably of "Fosroc", "BASF", "SIKA", "asianpaints" make or equivalent other approved make with prior approval from GIPCL before bid submission (subject to advance approval from GIPCL based on submission of detail test reports, MSDS, TDS, credential details, performance certificate from client etc...).



- The scope of work in general comprises re-treatment of existing expansion joints which includes cleaning & breaking the plaster on edges as required up to 6 inches, removing existing expansion joint material, repairing the edges with polymer modified plaster including priming coat of Acrylic polymer and cement, curing the edges for three days, filling the width up to 50mm joint with required size of PU Backer Rod, priming the grooves with sealant primer, filling the joints with approved make Polysulphide sealant about 2.10 Kg per RM consumption including primer, covering the expansion joint with "Fosroc" make "Expoband One" tape or "asianpaints" make "smartcare TPE" tape up to 200mm width and minimum 1.50mm thickness as per site suitable and fix with EPOXY ADHESIVE, etc... complete to have total water tight expansion joints. Leak proof testing of all retreated expansion joints will be carried out in presence of Engineer-in-charge after completion of entire scope of work at Plant & associated areas.

1A (iii) To carry out the scope of works as per Section-D & Section-E, contractor shall arrange his own standard MS scaffolding and same shall be used as per site requirements & approval by GIPCL's safety department. The approved scaffolding based on site requirements shall be paid separately as per specific item of providing safe MS scaffolding for work at height more than & equal to 3.00M where, according to GIPCL, there is no other option to execute the work without scaffolding. Approximate size of scaffolding requirement shall be pre-approved through GIPCL before execution. Rate includes providing approved scaffolding materials (MS pipes with clamps, base plates, etc), erection of standard scaffolding as approved by GIPCL, making proper safe approach & platform with safe guard and dismantling & demobilization of the same after completion of given scope of work. No any idle charges will be considered due to delay from either side due to whatsoever reason.

Contractor shall carryout the work as given in tender documents and the works shall conform to high standards of workmanship and quality plan as recommended by manufacturer. The work should be carried out in presence of full time experienced supervisor.

1B. 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 required mix proportion of material at site. The material must be applied strictly in accordance with the manufacturer's technical datasheet including surface preparation, mixing, 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, mixing, 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.

The scope of work is also include removal of all debris, unwanted materials, scrape materials etc including loading, unloading, shifting and disposal outside the plant premises for all lead & lift without any additional cost to GIPCL.

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.

It is not the intent to specify herein all the works in the scope of this contract. The scope also includes all works necessary, which are not specifically mentioned here but required, for completion of entire scope of work in all respect within time bound period and are deemed to be included in the scope of the CONTRACTOR. All works shall conform to the specification. The works shall conform to high standards of quality and workmanship.

1.1 GENERAL SPECIFICATIONS:

1. Contractor has to ensure that the stage wise activities are being executed after getting inspected by Engineer-in-charge of GIPCL. After obtaining stage wise clearance, including surface preparation, contractor should proceed for further work. One register shall be maintained by contractor for this purpose and shall submit the same with bill.
2. Contractor shall maintain the sequence of work for proper recording, certification and handing over of next front by GIPCL.
3. Final finishing shall be carried out uniformly over the surface of structure.
4. All the consumables like wire brush, mechanical tools, blowers, lighting equipments, sufficient length power cable, ladders, ropes, containers for handling the material, cloths if required for cleaning the surface etc... are to be arranged by the contractor.
5. For scope of work at different elevations, contractor has to make arrangement of required standard MS scaffolding, fall arrestors, life line, standard approved safety "Zula" with double safety provisions, Metallic jail, H frames etc... at their own cost.
6. Contractor has to make their own sub-store for security and storing the material at site.
7. Manpower required for carrying out the entire scope of work will be in contractor's scope.
8. Contractor has to depute their full time site-in-charge & supervisors for work execution as per specification.
9. Contractor has to take all safety measures and has to follow clause no. 14 & 15 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.
10. The contractor shall possess a valid 'Permit to work' duly signed by GIPCL during the execution of the job.



11. Work has to be carried out even during the time when system is in operation. Hence, experienced supervisors are to be deployed for supervision of work.
12. Subsequent applications as per given sequences has to be executed after giving sufficient drying time to previous application.
13. 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 instruments are in the scope of contractor.
14. 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. Coating shall be applied by spraying by means of approved mechanical sprayers. The workmanship shall be of best quality.
15. All the surfaces shall be thoroughly cleaned of oil, dirt, dust, 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.
16. **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.
17. The rate shall be for good finishing. However, if the required quality and finishing is not achieved, contractor shall apply additional coat/coats of the application to get good desired finishing without any additional cost to GIPCL.
18. 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 their equipments, scaffolding & materials to avoid pilferage, loss, damage, theft and he shall be responsible till handing over. Contractor shall be responsible for security of their materials, scaffolding materials & equipments at their own.

1.3 REPAIR & COATING MATERIALS

All repair and coating materials shall be of GIPCL's approved make specialized materials as per respective item specifications under SoR (Section-E) and as per detail scope of work mentioned in the above clause no. 1 (Section-D).

Contractor has to maintain record of each and every material brought to site with material test certificate and plant gate entry at GIPCL-SLPP.

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 / challan of it shall be got stamped & signed from GIPCL's Security personnel present at gate. Further, this bill / challan 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:-

Contractor shall arrange 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, debris, unwanted materials 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 as per format provided in Annexure-L of enclosed Section-F with the final bill that all the empty chemicals/primer/thinner drums & scrap/debris are disposed off at outside plant premises at designated location as per prevailing Government guideline and contractor shall indemnify, keep harmless the GIPCL against any future liabilities or consequences in this regard.

Contractor's final bill shall be processed only after written confirmation & compliance for disposal of all such empty drums, containers, other scrapes, debris, unwanted materials 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 the bill.

1.5 GENERAL SCOPE OF CONTRACTOR

1. All tools & tackles, equipments, manpower, approved materials, consumables, etc... to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles, equipments, etc...
2. All consumable items like repair & coating materials, membrane, grouting chemicals, rust removers, crack sealer, expansion joint 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 safe storage & security of their materials, tools & tackles, scaffolding materials, equipments at their own cost.
4. All safety PPEs & site safety arrangements 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 supervisors for work execution as per specification and for day to day work planning & coordination with Engineer-in-charge, to obtain day to day Location wise work permits, to get daily location wise work supervision, to record Location wise joint work done reports/measurements, to prepare & apply for manpower gate pass, to maintain statutory & legal compliance records, etc...
8. Contractor has to maintain record of each and every material brought to site with material test certificate and gate entry.



9. Contractor has to submit quality plan prepared jointly with authorized representative of approved manufacturer.

1.6 PLANNING & MONITORING OF WORK PROGRESS

1. After award of the work, Contractor has to submit schedule of work planning for completion of work with resources (i.e. manpower and material) mobilization planning within seven days.
2. Contractor shall mobilize the resources at site within 15 days from the date of LOI or work order whichever is earlier. GIPCL will closely monitor the agreed schedule against actual progress of work at site. If contractor failed to carry out work as per agreed schedule and if contractor failed to mobilized required resources (manpower & materials) within seven days from written communication, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges (including GST).

2. PRICE & RATES

This is SoR based contract and final item rates will be derived based on final offered lowest price received through e-Reverse Auction on gross total price (including GST). Prorata reduction will be applied in the quoted price for all the items of SoR after price discovery through e-Reverse Auction. The item rates so derived shall be inclusive of cost of all specialized & GIPCL approved makes (as per above clause no. 1A & 1.3) like repair & coating materials, thinner, crack filler, POP/approved putty, Polysulphide sealant for expansion joints, other required materials as recommended by manufacturer, consumables, skilled & experienced applicators / technicians & operators **for repairing of various damaged civil structures, helpers, experienced site supervisor/s, safety supervisor, labour**, safe storage of materials, wastage of material (if any), shifting, transportation, loading, unloading, equipment, machinery, all tools & tackles, providing & fixing standard approved MS scaffolding at work site as per approval of GIPCL's Safety Officer (as per item description), providing & fixing approved safety "Zula" (wherever required), providing & fixing shuttering materials, safety equipments & PPEs, providing all necessary site safety arrangements as directed/approved by GIPCL, legal & statutory compliances, labour compliances, Royalties, Rents, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties (excluding GST, applicable GST shall be quoted separately in online price bid) & 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 scope of work as per specifications and terms & conditions of this tender inquiry.

The whole item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc... as per work requirement.

The prices / item rates so derived based on final recovery of lowest offer from Bidder shall remain firm till completion of the entire contract period and also during extensions thereafter (if required & approved by GIPCL). GIPCL will not entertain any escalation towards labour rates, material rates, fuel rates and whatsoever due to any reason and also no idle charges for manpower, machinery, tools & tackles, equipments & scaffolding, 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 other reason whatsoever.

Contractor shall at his expense comply with all labour & industrial laws and such other acts & 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 actual requirements to achieve desired result by Engineer-in-charge. However, item rates & total order value 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 09 (Nine) months from the date of issue of Lol or Work Order (whichever earlier) or from the date of commencement as mentioned in work order.

In any case, contractor shall not be eligible to claim any compensation or reimbursement or price escalation which attributed to poor progress, poor quality work, rework, holding the work by GIPCL in sack of decision or modification in proposed layout or due to any whatsoever reason.

Contractor shall not have any right for time extension or compensation or price escalation on account of delay due to late handing over of particular front by the GIPCL or any other reason whatsoever. However, GIPCL at its sole discretion may grant time extension only against the justifications submitted by the contractor in writing.

GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason and without any compensation.

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

4. TERMS OF PAYMENT

A. Conditions of Payment:

The contractor shall raise the running invoices on monthly basis for progressive proportionate works in duplicate, one original in physical form and soft copy in MS Excel format (soft copy of measurement sheets & bill abstract with original joint measurement records shall be submitted along with submission of bill/invoice) as directed by Engineer-in-charge in respect of the work performed or completed along with the documents as mentioned hereinafter.



On receipt of the invoice complete in all respects and with all the said documents, the payment in respect of the same shall be made within 21 days of such receipt of a complete invoice as per the following terms of payment:

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Contract Security deposit/irrevocable PBG at 10% of contract value (excluding GST) shall be submitted as per clause no.: 1 of Section-C.
- (iii) GST shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the 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 GIPCL 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) shall be adduced to that effect by the contractor.
- (iv) At the time of submission of the first RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, etc at site as desired by GIPCL. The Contractor shall also furnish the checklist as per Annexure-A enclosed with the Section-F of tender document along with the RA bill of respective month as applicable.
- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 - a. Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
 - b. Security deposit recoverable if any.
 - c. Advance on materials / work progress advance payments, if any.
 - d. 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
 - e. Any other dues recoverable by GIPCL from the contractor under the contract.
- (vi) The contractor, along with monthly RA/final bill shall submit copy of P.F. Challan, wages register, attendance sheet & ECR statement indicating the employee and employer's P.F contribution with respect of employees employed by him for the contract at GIPCL site along with format for submission of these documents provided in Section-F (Annexure-I).
- (vii) The Contractor shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of four months. After the final bill amount is certified by GIPCL for payment and the same is made known to the contractor by GIPCL & accepted by contractor, “No claim - No arbitration certificate” to be submitted to GIPCL to release the Final Bill.



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

B. Validity and Uniformity of Rates

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

5. SCOPE OF GIPCL

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

However, due to unavoidable circumstances or any other reason whatsoever, on unavailability of power supply or water, contractor shall proceed with the scope of work by making own alternate arrangements without any extra cost to GIPCL. GIPCL will not be held responsible for the delay, interruption or denying for power supply and water due to any reason whatsoever.

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.

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

7. DAILY DIARY AND PROGRESS REPORT

A daily progress shall be provided to Engineer-in-charge. The CONTRACTOR will supply general information every day at 9:00 hours for the day preceding. Day to day instructions will be conveyed by GIPCL Engineer to contractor and contractor shall acknowledge same and submit compliance on it as per requirement. A work instruction book may be maintained by contractor for proper accounting & follow-ups. The CONTRACTOR'S representative shall report every day to see these instructions and acknowledge them. Alternatively, looking to COVID-19 pandemic, this diary/instruction report can also be executed / maintained digitally.



The CONTRACTOR shall supply all information regarding availability of manpower, equipments, tractors, machinery, etc... and progress of work, as is required by the ENGINEER for compiling the ongoing progress of work.

8. JOINT MEASUREMENT RECORDING & MODE OF MEASUREMENT

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

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

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

The payment will be done according to actual work carried out as per joint measurement by contractor & GIPCL Engineer-in-charge for unit of quantity as specified in respective items in BoQ (Section-E), up to three decimal place.

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

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

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

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

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

- (i) **Measurement sheet (as per mode of measurement) along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) Contractor's material incoming challans duly stamped & signed by plant gate security.



- (iii) Contractor's supplied material test certificate/reports/MSDS as applicable as directed by Engineer-in-charge.

The bill will not be entertained without submission of any of above documents which are demanded by Engineer-in-charge.

10. SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

Contractor shall submit the bills of work carried out along with following documents.

- (i) Copy of statutory compliance like labour license (if applicable as per statutory norms), wages payment register, EC Policy, PF paid Challan with ECR, etc... along wage certificate pertaining to respective bill period / previous month of bill period with Annexure-I provided in Section-F.
- (ii) Notarized Indemnity Bond in case of Final bill.
- (iii) No claim - No arbitration certificate as per Performa (Annexure-D in Section-F), after the final bill amount is certified by GIPCL for payment and the same is made known to the contractor by GIPCL & accepted by the contractor.

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

11. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 24 hours from the time of intimation given by GIPCL.
- b) Contractor shall provide separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, co ordination with GIPCL, issue of work permits, joint measurements, etc... The supervisors shall coordinate with the Engineer-in-charge of GIPCL for proper execution of the job.
- c) The resources required for execution of above jobs will vary from time to time, hence contractor shall mobilize the resources accordingly.
- d) Contractor shall provide accommodation for the persons deployed by him for the work at his own cost.

12. DEFECT LIABILITY PERIOD

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

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

13. 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.

14. QUANTITY OF WORK

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as certified by Engineer-in-charge of GIPCL. Quantities of individual items may be revised during the course of contract period based on plant operational & maintenance requirements as well as extent of deterioration of structure taken up for repairing in this contract as directed by Engineer-in-charge. Contractor shall not be entitled for any compensation on ground of such alteration in given estimated quantities within overall limits of awarded contract price. 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. Contractor shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.

Contractors shall engage suitable manpower/workers of required nos. (skilled / semi skilled / unskilled as per scope of work) along with required tools & tackle, consumables, materials as per work load and emergency situations throughout the contract period to perform his contractual duties/scope up to the full satisfaction of Engineer-in-charge.

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

15. GENERAL CONDITIONS OF CONTRACT

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



SECTION-E SCHEDULE OF RATE CUM BOQ (SoR)

Sr. No.	Item Description	Estimated Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
1	Chipping off loose and damaged plaster and / or cover concrete up to good parent concrete or up to reinforcement level using chisel & hammer and cleaning the reinforcement & concrete surfaces with wire brush to receive further treatment for following (a) to (g). (a) Unit-1 Cooling Tower Basin slant portions	100.00	Sqm	325.00	32,500.00
2	(b) Unit-2 Cooling Tower Basin slant portions	10.00	Sqm	325.00	3,250.00
3	(c) Unit-3 Cooling Tower Basin slant portions	50.00	Sqm	325.00	16,250.00
4	(d) Unit-4 Cooling Tower Basin slant portions	10.00	Sqm	325.00	3,250.00
5	(e) Staircase of Phase-I Fly Ash silo	100.00	Sqm	325.00	32,500.00
6	(f) JNT-1 RCC beams	100.00	Sqm	325.00	32,500.00
7	(g) Bottom ceiling of Phase-I Lignite Bunker floor	270.00	Sqm	325.00	87,750.00
8	CORROSION REPAIR: A). Surface preparation including removal of all disintegrated materials, cleaning the concrete surface with metal wire brush, exposing the surfaces of reinforcement and applying 1 coat of alkaline rust converter followed by 1 coat of Migratory corrosion Inhibitor to arrest the corrosion in embedded concrete. The rust remover shall be alkaline in nature and its PH shall be around 8.5 to 9. The Migratory corrosion inhibitor shall be tested by premier research institute/approved laboratory and shall have a successful case history in Indian condition. B). Applying 2 coats of interpenetrating polymer network rebar coating to the exposed reinforcement as directed by Engineer-in-charge and as per manufacturer's recommendations for following (a) to (g). (a) Unit-1 Cooling Tower Basin slant portions	100.00	Sqm	416.11	41,610.56



Sr. No.	Item Description	Estimated Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
9	(b) Unit-2 Cooling Tower Basin slant portions	10.00	Sqm	416.11	4,161.06
10	(c) Unit-3 Cooling Tower Basin slant portions	50.00	Sqm	416.11	20,805.28
11	(d) Unit-4 Cooling Tower Basin slant portions	10.00	Sqm	416.11	4,161.06
12	(e) Staircase of Phase-I Fly Ash silo	100.00	Sqm	416.11	41,610.56
13	(f) JNT-1 RCC beams	100.00	Sqm	416.11	41,610.56
14	(g) Bottom ceiling of Phase-I Lignite Bunker floor	270.00	Sqm	416.11	1,12,348.51
15	Providing & applying single component, dual shrinkage compensated, fiber reinforced thixotropic polymer modified repair mortar in average 25mm thickness as directed by Engineer-in-charge and as per manufacturer's recommendations for following (a) to (g). (a) Unit-1 Cooling Tower Basin slant portions	100.00	Sqm	1,088.00	1,08,800.00
16	(b) Unit-2 Cooling Tower Basin slant portions	10.00	Sqm	1,088.00	10,880.00
17	(c) Unit-3 Cooling Tower Basin slant portions	50.00	Sqm	1,088.00	54,400.00
18	(d) Unit-4 Cooling Tower Basin slant portions	10.00	Sqm	1,088.00	10,880.00
19	(e) Staircase of Phase-I Fly Ash silo	100.00	Sqm	1,088.00	1,08,800.00
20	(f) JNT-1 RCC beams	100.00	Sqm	1,088.00	1,08,800.00
21	(g) Bottom ceiling of Phase-I Lignite Bunker floor	270.00	Sqm	1,088.00	2,93,760.00
22	STRENGTHENING OF RCC WITH EPOXY GROUTING: Drilling holes of 16 mm dia into concrete to required depth, cleaning the holes, fixing flexible PVC pipe nozzles for grouting purpose, sealing the gap around the nozzle at about 0.50M spacing in cracks and sealing the cracks with epoxy putty of approved makes for following (a) to (f). (a) Unit-1 Cooling Tower Walls	300.00	Nozzle	315.00	94,500.00
23	(b) Unit-2 Cooling Tower Walls	300.00	Nozzle	315.00	94,500.00
24	(c) Staircase of Phase-I Fly Ash silo	15.00	Nozzle	315.00	4,725.00



Sr. No.	Item Description	Estimated Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
25	(d) JNT-1 RCC beams	50.00	Nozzle	315.00	15,750.00
26	(e) Secondary Crusher House (Phase-I) RCC columns/Beams/Slabs	25.00	Nozzle	315.00	7,875.00
27	(f) M2A Tunnel	25.00	Nozzle	315.00	7,875.00
28	Grouting to be carried out by injecting very low viscosity (2 - 5 CPS), High Molecular Weight Thermoset Polymer or GIPCL approved quality EPOXY GROUT with a pressure up to 2 Kg/cm ² . Grouting is to be continued till nozzle refuses to accept further grout for following (a) to (f). (a) Unit-1 Cooling Tower Walls	150.00	KG	945.00	1,41,750.00
29	(b) Unit-2 Cooling Tower Walls	150.00	KG	945.00	1,41,750.00
30	(c) Staircase of Phase-I Fly Ash silo	15.00	KG	945.00	14,175.00
31	(d) JNT-1 RCC beams	25.00	KG	945.00	23,625.00
32	(e) Secondary Crusher House (Phase-I) RCC columns/Beams/Slabs	15.00	KG	945.00	14,175.00
33	(f) M2A Tunnel	10.00	KG	945.00	9,450.00
34	Providing & repairing cracks by using epoxy putty including making 'V' groove by using grinder machine etc. complete as directed by Engineer-In-Charge and manufacturer specifications for following (a) & (b). (a) Phase-I TG Building "B" row & "C" row & CWPB.	5000.00	RM	82.09	4,10,450.00
35	(b) Phase-I Blower Room Bunker bay exterior.	1000.00	RM	82.09	82,090.00
36	Providing & carrying out cementeous pressure grouting enriched with “asianpaints” make “smartcare” (or of approved makes) Injection Grout Additive for Cement through the 15mm nozzles with pressure up to 10 kg/cm ² generated by compressor or diaphragm pump in the concrete mass/structural cracks until the nozzles refuses to accept the grout, cutting the nozzle after setting of grout and filling the cavity with epoxy putty including materials, labour, machinery etc. including fixing of nozzle as per requirement for Out-Plant Stacker Reclaimer RCC beam.	30.00	KG	163.15	4,894.56



Sr. No.	Item Description	Estimated Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
37	Providing & fixing in position watertight shuttering from good quality shuttering ply for column, beams, slab etc. at all heights, application of de-shuttering oil, extra care for water tightness, removing after completion work etc. completed as per specification & directed. All the crevices in the form work shall be arrested using Plaster of Paris so as to ensure water tight form at various required locations as directed by Engineer-in-charge.	500.00	M2	410.00	2,05,000.00
38	Drilling of 12 mm dia 100 mm deep holes @ 300 mm c/c distance in both horizontal & vertical directions. Grouting rebar having length of 120 mm by fixing the same using Anchor grout of “HILTI” or “FISHER” and coating the rebar with IP NET- RB or approved equivalent make material, in such a way that 90 mm of bar is grouted inside the hole and rest is bent to 90 degrees to the grouted bar for all shape & size. The rate shall include all consumables chemicals. Reinforcement shall be free issue by GIPCL for following (a) & (b). (a) Out-Plant Stacker Reclaimer RCC beam & Lignite crusher foundation.	200.00	No.	75.00	15,000.00
39	(b) M2A Tunnel	50.00	No.	75.00	3,750.00
40	Providing & applying single component, dual shrinkage compensated, fiber reinforced thixotropic polymer modified repair mortar “REPPATCH 45 T” or using “RENDROC SP 40” or equivalent from approved makes in average 40 mm thickness for concrete surface repair as directed by Engineer-in-charge. The rate is also including chipping, cleaning the concrete surface with metal wire brush, exposing the surfaces of reinforcement and applying 1 coat of alkaline rust converter “FEOVERT” and rust removal and applying one coat of Zinc rich anti corrosive primer coating, applying epoxy base concrete bonding agent over old concrete etc complete as directed by Engineer-in-charge for for following (a) & (b). (a) Out-Plant Stacker Reclaimer RCC beam & Lignite crusher foundation.	250.00	M2	2,348.00	5,87,000.00



Sr. No.	Item Description	Estimated Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
41	(b) Secondary Crusher House (Phase-I) RCC columns/Beams/Slabs	80.00	M2	2,348.00	1,87,840.00
42	Providing, laying & completing micro concrete using "POLYGROUT – M" of "Krishna Conchem" or "RENDEROC RG" of "FOSROC" make or equivalent from approved makes with addition of 25% by weight 10 mm and down size crushed stone (grit) and bipolar corrosion inhibitor "EPCO KP 200" @ 2kg/ cum (M:40) or as per the manufacturer's specification. The rate is also including surface preparation including removal of all disintegrated materials, cleaning the concrete surface with metal wire brush, exposing the surfaces of reinforcement and applying 1 coat of alkaline rust converter "FEOVERT" or rust remover and applying concrete bonding agent over old concrete etc complete as directed by Engineer-in-charge. The rust remover shall be alkaline in nature and its PH shall be around 8.5 to 9. The rate shall be inclusive of all tools, tackles, labour, materials etc for following (a) & (b). (a) BCN-2A Tunnel	5.00	M3	35,510.00	1,77,550.00
43	(b) Vastan Mines Road	3.00	M3	35,510.00	1,06,530.00
44	Re treatment of existing expansion joints which includes cleaning and breaking the plaster on edges as required up to 6 inches, removing existing expansion joint material, repairing the edges with polymer modified plaster including priming coat of Acrylic polymer and cement, Curing the edges for three days, Filling the width up to 50mm joint with required size of PU Backer Rod, Priming the grooves with sealant primer, Filling the joints with approved make Polysulphide sealant about 2.10 Kg per RM Consumption including primer, Covering the expansion joint with "FOSROC" make "Expoband" One tape or "asianpaints" make "smartcare" TPE tape up to 200mm width and minimum 1.50mm thickness as per site suitable and fix with EPOXY ADHESIVE , etc... complete for following (a) to (c). (a) TG Building and Control Room.	150.00	RM	1,231.97	1,84,794.75
45	(b) Unit-3 & 4 Cooling Tower.	35.00	RM	1,231.97	43,118.78
46	(c) Phase-I & II Lignite Bunker buildings.	200.000	RM	1,231.97	2,46,393.00



Sr. No.	Item Description	Estimated Quantity	Unit	Estimated Rate (Rs.)	Amount (Rs.)
47	Conditional scaffolding charges for all above works as per site & safety requirements for the work needs to be executed by providing safe MS scaffolding for work height more than and equal to 3.00M where, according to GIPCL, no other option to execute the work without scaffolding. Approx. size of scaffolding requirement shall be pre-approved through GIPCL before execution. Charges includes providing approved scaffolding materials (MS pipes with clamps, base plates, etc), erection of standard scaffolding as approved by GIPCL, make proper & safe approach & platform with safe guard and dismantling & demobilization of the same after completion of given scope of work. No any idle charges will be considered due to delay from either side due to whatsoever reason.	5000.00	M2	141.00	7,05,000.00
Total Amount excluding GST (Rs.)					47,00,188.66

Note: The online offered price in % on above SoR shall be inclusive of all labour cost, all materials, equipments, supervision, consumables, tools & tackles, transportation, loading, unloading, safety, all taxes & duties (GST shall be quoted separately in price bid in specific field), profit & overheads etc... Item rate shall be firm for entire duration of contract period and any approved extension for completion of works in all respect.

My rates are as under (only to be quoted online on nProcure).

At estimated value

OR _____ %age above the estimated value

OR _____ %age below the estimated value.

Note:- (1) Percentage rate offer/bid price on SoR value & GST 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.

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



SECTION-F LIST OF ANNEXURES & FORMS

1.0 ANNEXURE-A

CHECKLIST FOR PASSING THE BILLS

- | | | | |
|--|---|---|--------|
| | : | For the month of : | |
| 1) Work Order / P.O. No. & Contract value | : | | |
| 2) Nature of work | : | | |
| 3) Duration of Work Order | : | From to | |
| 4) Maxi. No. of manpower per day deployed in the month. | : | M F Total | |
| 5) Details of Labour License | : | Valid up to for
Persons. | |
| 6) Details of E.C Policy | : | Valid up to for
Persons. | |
| 7) Documents attached for verification for the previous month. | : | Wage & Attendance Sheets. | Yes/No |
| | : | P.F Challan | Yes/No |
| 8) Documents attached for verification (in case of Final Bill) | : | Bonus Payment Register | Yes/No |
| | : | Leave wage register | Yes/No |
| 9) Security Deposit / Retention Money lying with Co. | : | Yes / No if yes, Rs. | |

Date :

Signature of Contractor

with official stamp



2.0 **ANNEXURE-B**

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

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

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

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

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

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs.------(Rsonly)
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).



4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. This guarantee will remain valid up _____ days or _____ whichever is earlier. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between contractor & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) / Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

Date _____

..... Bank
Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly Authorized person
On behalf of the Bank

With Seal & Signature code



3.0 **ANNEXURE-C**

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

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

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



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

Date _____

.....Bank
Corporate Seal of the Bank

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



4.0 **ANNEXURE-D**

PERFORMA CERTIFICATE
(No claim, No arbitration)

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

Dear Sir,

Subject:_____

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

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.



5.0 **ANNEXURE-E**

TOOLS AND TACKLES TO BE PROVIDED BY CONTRACTOR

Sr. No.	Tools and equipments	Purpose/Use
1	Knives	
	Putty knife	For applying putty to cover dents, undulations, cracks, knots in wooden surfaces.
	Scrapping knife	For removing old paints and hard materials form surface and not to use on oily or greasy surface directly.
	Chiesel knife	For cutting hard old thick paint
	Moulding knife or contour knife	For scrapping or rubbing on peculiarly shaped/contours like statue, ornamental carving, curved protions, etc.
	Pallet knife	For mixing the paint in drums
	Stencil knife	For cutting stencils
2	Mechanical sprayer of approved make and of sufficient capacity for spraying of specified coating material	For application of specified coating materials
3	Blow lamp	For removing thick old paint form metal surfaces by heating and not used on wood, glass, cement surfaces.
4	Pallet board	For mixing various colours by artists.
5.	Plumb ball	For drawing vertical lines
6.	Emery sheets available in four types: Sand papers, Cloth emery, Waterproof emery, Abrasive stones	For removing unwanted materials and creating surface roughness.
7.	Shade card	For choosing shades of a single colour.
8.	Stencil paper	For cutting or making stencil
9.	Viscosity	For measuring the consistency or flow of paint.
10.	Elcometer	For measuring dry film thickness (DFT) of paint in microns and this works on eltromagnetic principle.(1 micron =0.001 mm)
11.	Gloss meter	For measuring gloss value of dry paint film.
12.	Wet flatting machine	For flattening the putty applied areas.
13.	Drop sheet	Available in the form of paper, gunny bag, polythene paper etc. to protect flooring and furniture form paint particularly used for ceiling and interior works.



Sr. No.	Tools and equipments	Purpose/Use
14.	Ladder	Essentially used for painting ceiling, side walls, etc.
15.	Masking tape	For covering areas which are not to be treated.
16.	Handling buckets	For containing & mixing of materials.
17.	Straight edge/ruler	For drawing straight line bands, border line, etc.
18.	Strainer	For filtering the surface to remove dust, dirt and other insoluble materials before applying any new treatment on the surface.
19.	Rubber block	For flatting small, curved areas where wet flatting machine can not be used.
20.	Spray Gun (Mechanical sprayer) with compressor	For coating the surfaces by mode of spraying.
21.	Scaffolding Materials	For working at height as required.
22	Shuttering Materials	As per scope & requirement
23	Breaker Machine	For chipping & breaking as per requirement (1 no.)
24	Tractor with trolley	For shifting of materials, tools & tackles, equipments, scaffolding, staging materials, etc... (1 no.)



6.0 **ANNEXURE-F**



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.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION
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.



7.0 **ANNEXURE-G**

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

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

PLACE:
DATE:

Signed and Stamped by the
Authorized Signatory of the Bidder

8.0 **ANNEXURE-H**

Declaration for Contractual Litigations (To be submitted on Company's Letter Head) **Please Tick (✓) whichever is correct option**

I _____ on behalf ofName 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.

PLACE:
DATE:

Signed and Stamped by the
Authorized Signatory of the Bidder



9.0 **ANNEXURE-I**

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

(To be submitted with each monthly bill on letter head along with labour compliance records)

Certified that M/s.....has been awarded BRC / BMC for for the period of.....to at Gujarat Industries Power Company Limited – Surat Lignite Power Plant, Nani Naroli. I undertake to be bound by all the provisions of the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Rules 1972, The Employees’ Provident Funds and Miscellaneous Provisions Act 1952, Minimum Wages Act 1948, Payment of Wages Act 1936 and Payment of Bonus Act 1965 and all other applicable labour laws in so far as the provisions are applicable to me in respect of the employment of contract labour by me for the month of

For M/s.
Authorized Signature with Stamp

Place: Nani Naroli
Date :

Through : HoD

To,
AGM (HR&A)



10.0 **ANNEXURE-J**

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 EMD/SD, Advance for Ash, Advance for DM water etc.”

(The link is visible as horizontal highlighted in “orange” shade below Tenders - News & Update Section).

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 Dept. 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:

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



11.0 **ANNEXURE-K**

PARTICULARS OF THE BIDDER

Sr. No.	Particulars	Please provide information here.
1.	Name of Bidder	
2.	a. Registered Office Address: b. Address for Correspondence: c. E-mail ID:	
3.	Contact Details: Contact Person Name Telephone No. : Mobile No.:	
4.	Year of establishment PAN No. GST No	
5.	User ID for e-reverse auction on website: https://e-auction.nprocure.com	

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE



12.0 **ANNEXURE-L**

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

Declaration & Undertaking for disposal of empty CHEMICAL drums/barrels/scrap

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

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

PLACE:

DATE:

Signed and Stamped by the
Authorized Signatory of the Contractor



13.0 **FORM-A**

List of qualifying staff to be submitted with physical documents

Sr. No.	Name of Supervisor	Qualification	Experience

*add rows if required

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

14.0 **FORM-B**

List of Tools & Tackles to be submitted with physical documents

Sr. No.	Description	Nos.	Status

*add rows if required

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