



**GUJARAT INDUSTRIES POWER COMPANY LIMITED**  
**P.O.PETROCHEMICAL-391346, DIST: BARODA**

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

**Tender No: MAT/MM/PAINTING/GIPCL/2018/**

**Tender Date: 05 .03.2018**  
**Tender Due Date: 20.03.2018**

**TENDER FOR ANNUAL RATE CONTRACT FOR  
PAINTING OF BUILDING & STRUCTURAL STEEL  
MEMBERS AT GIPCL-BARODA PLANT FOR THE  
YEAR 2018-2020.**

**INSTRUCTIONS TO BIDDERS & CONDITIONS OF  
CONTRACT**

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### NOTE:

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

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## NOTICE INVITING TENDER (NIT)

**Tender No: MAT/MM/PAINTING/GIPCL/2017**

**Tender Date:05.03.2018**

Name of work	<b>Annual rate contract for painting of building &amp; structural steel members at GIPCL-Baroda plant for the year 2018-2020.</b>
Place of work	Gujarat Industries Power Company Limited. P.O.Petrochemical, Dist: Baroda 391346
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in schedule of quantities & rates.
Contract period	Two Years (02 Years)
EMD	<b>Rupees 25,000=00 (Rupees Twenty Five thousand only)</b> by way of Demand Draft In favour of GIPCL payable at Baroda <b>OR</b> Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender in subsequent clauses.
Availability & downloading of Tender documents.	On website: <a href="http://www.gipcl.com">www.gipcl.com</a>
Last date of submission of offer	20 .03.2018 Up to 17:30 hrs.
Submission of EMD and other supporting documents for technical Bid in physical form.	On or before 20.03.2018 during office hours to Addl.General Manager (M&C) at office of GIPCL-Baroda, Dist.Baroda-391346
Estimated cost of Tender as per SOR	Rs.14,24,700.00 (Excluding GST) (Rupees Fourteen Lacs Twenty four Thousand Seven Hundred only)

### **NOTES:**

1. Amendment / corrigendum of the tender document, forms, schedules, etc. may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the schedule of quantities & rates and conditions mentioned in the tender document, adhering to technical specifications, scope of work, General terms & conditions and special conditions of contract as well.



4. The Bidders are required to submit technical bid, price bid, EMD and other supporting documents in physical form only as per the instruction given at “DETAILS FOR SUBMISSION OF TENDER (Page No.5 & 6)” at the following address:

**Additional General Manager (M&C)**

Gujarat Industries Power Company Limited

P.O.Petrochemical – 391346,

Dist: Baroda (Gujarat)

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

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

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**DETAILS FOR SUBMISSION OF TENDER**

**JOB: ANNUAL RATE CONTRACT FOR PAINTING OF BUILDING &  
STRUCTURAL STEEL MEMBERS AT GIPCL-BARODA PLANT  
FOR THE YEAR 2018-2020.**

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

**(A) TECHNICAL BID:**

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

- (1) EMD of **Rs.25,000/-** (Rupees Twenty Five Thousand only) by way of demand draft in favour of "GUJARAT INDUSTRIES POWER CO. LTD" payable at Baroda OR by way of bank guarantee as per given format. (EMD of unsuccessful bidder will be returned). Offer without EMD shall not be considered. No interest shall be paid on EMD.
- (2) **Section-A** of tender documents i.e. **Instructions to bidders** duly signed & stamped as a token of acceptance along with necessary documents as indicated in section-A of Tender Document.
- (3) **Section-B** of tender documents i.e. **Eligibility Criteria** duly signed & stamped as a token of acceptance along with necessary documents as indicated in section-B of Tender Document.
- (4) **Section-C** of tender documents i.e. **Technical Specifications** duly signed & stamped as a token of acceptance.
- (5) **Section-D** of tender documents i.e. **Special Conditions of Contract** duly signed & stamped as a token of acceptance.
- (6) **Section-E** of tender documents i.e. **List of Tools & Tackles** provided by Contractor duly signed & stamped as a token of acceptance.
- (7) **Section-F** of tender documents i.e. **General Conditions of Contract** duly signed & stamped as a token of acceptance.
- (8) **Section-G** of Tender documents i.e. **Annexures and Forms, Declarations, Client List, Deviation sheet**, if any deviation is taken to the terms & conditions of Tender documents or else submit with remarks "NO DEVIATION"



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

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

**(B) PRICE BID:**

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

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

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

**ADDRESS FOR SUBMISSION OF TENDER:**

**ADDITIONAL GENERAL MANAGER (MAT & CONT)  
GUJARAT INDUSTRIES POWER COMPANY LIMITED  
P.O.PETROCHEMICAL-391346, DIST: BARODA  
PHONE: 2234252 (Direct)  
(EPABX) (0265) 2232768, 2232213 & 2230159, Extn: 4252  
E- Mail: [purchase@gipcl.com](mailto:purchase@gipcl.com).**

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**SECTION-A**

**INSTRUCTIONS TO BIDDERS**

**1. PLANT SYNOPSIS**

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

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

The Company intends to award annual rate contract for painting of building & structural Steel members at GIPCL-Baroda plant for the year 2018-2020 for a period of two years and is therefore inviting open tenders from experienced & resourceful contractors.

**2. SCOPE OF WORK:**

The Bidder shall be totally responsible for the total assignment of painting of building & structural steel members at GIPCL-Baroda as per list of activities indicated at schedule of quantity & rates (SOR) given at Annexure-H of tender documents.

- (a) The Bidder shall be responsible for the complete jobs and in case, fail to do so, the GIPCL shall recover from the Bidder cost whatsoever incurred for the same.
- (b) The day to day instruction for the work and any clarification regarding specifications for the various items shall be given by the GIPCL's Authorized Officers & his' instructions & clarifications/interpretations shall be final & binding to the Bidder.
- (c) The Bidder shall take full liability of the persons engaged by them, however, the GIPCL shall reserves the right to deduct any amount legally justified towards any liability not fulfilled,
- (d) The Bidder shall issue Identity cards to all employees engaged by them with the instructions that the same should be produced by them on demand and shall at all times keep the Identity card while on duty.

- 3.** Bidder's senior Executive shall visit periodically to the GIPCL premises and note down the problems reported by the GIPCL's Authorized Officer and resolve the same within stipulated time.



**NOTE:**

- (A) The bid submitted by the bidder not covering the total scope of work and services as detailed out in the tender document shall be liable for rejection.
- (B) Quantum of job mentioned against each items in the SOR is indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the SOR are approximate quantities for the contract period and they may vary as per job requirements.
- (C) All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

**4. GENERAL INSTRUCTIONS**

- 4.1 The Bidders who are interested in participating in the tender must read and comply with the instructions and the Terms & Conditions contained in the tender documents.
- 4.2 The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
- 4.3 The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Site conditions, Safety & Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
- 4.4 Before quoting the rates, the Bidder should go through the specifications, scope of work etc. and get himself fully conversant with them. The Bid should include cost of mobilization and cost to adhere to all Safety Norms as described in the tender. No relaxation or request for revision of quoted/accepted rates shall be entertained subsequent to the opening of Bid on account of mobilization or Safety costs.
- 4.5 Bidder has to submit all the information as per required Bid document. Failure to furnish all the information as per required Bid documents or submission of a Bid containing deviations from the contractual terms and conditions, specifications and requirements, shall be rejected.
- 4.6 The Bids shall be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and Bids submitted thereafter shall not be accepted and considered.
- 4.7 The tender documents shall not be transferable.





- 4.8 The Bidders are expected to examine all instructions, forms, terms & specifications in the Bid documents and to get fully acquainted themselves with all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof. If any Bidder finds any discrepancies or omissions in the specifications and documents or any doubt in true meaning or interpretation of any part, he shall seek necessary clarifications in writing, If required.
- 4.9 Conditional offers shall not be considered and liable to be rejected.
- 4.10 The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.
- 4.11 Bidders may seek any clarifications from the Company on their written request regarding the tender document.
- 4.12 During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
- 4.13 The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
- 4.14 The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
- 4.15 If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
- 4.16 The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
- 4.17 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.

## **5. PLANT VISIT:**

The Bidder is advised to visit the GIPCL-Baroda Plant after downloading the tender copy from website: [www.gipcl.com](http://www.gipcl.com) to study the actual working conditions, before submitting their offer. The Bidders shall examine the site of works and its surroundings and see for himself that may be necessary for preparing the Bid and



entering into a contract. All costs and liabilities arising out of the site visit shall be at Bidder's account.

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

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

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

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

## **6. 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):**

- 7.1 An EMD of Rupees Twenty Five Thousand (Rs.25,000=00) shall accompany with Bid. The EMD shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. payable at Baroda.
- 7.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited. Baroda from any public sector bank or schedule private sector bank. The format of bank guarantee shall be as attached specimen only.



- 7.3 In case EMD is paid in the form of BG, the same shall be valid for a period of 180 days after the due date for submission of the bid.
- 7.4 The EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.
- 7.5 The earnest money deposit paid in the form of demand draft will be refunded to the unsuccessful BIDDER as soon as the tender is finalized.
- 7.6 Any bid not accompanied with EMD will be rejected. EMD should be submitted in physical form directly to Dy.General Manager (M&C) GIPCL-Baroda as per details given in tender.
- 7.7 No interest shall be payable on EMD.
- 7.8 The EMD will be forfeited if the BIDDER (i) withdraws his tender after acceptance or (ii) withdraws his tender before the validity date of the tender.

7.9 **SCHEDULE OF EMD**

EMD and other documents duly signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission:  <b>Addl.General Manager (M&amp;C)</b> <b>GUJARAT INDUSTRIES POWER CO. LTD.,</b> <b>P.O.Petrochemical-391346,</b> <b>Dist: Baroda, (Gujarat)</b> <b>Phone Nos.: (Direct) 2234252, EPABX (0265)</b> <b>2232768, 2232213, 2230159, Extn: 4252</b> <b>E-Mail: purchase @gipcl.com</b>
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**Note: EMD shall be submitted in physical form on or before due date of closing of the tender.**

8. **SUBMISSION OF BIDS**

**A: MODE OF SUBMISSION**

The bids shall be submitted within the dates specified in the NIT along with the details of EMD, in two parts as under:

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

**(a) PRE QUALIFICATION AND TECHNO-COMMERCIAL BID WITHOUT PRICE:**

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

- 1. Qualification and experience of bidder.
- 2. Schedule of deviation as per attached deviation sheet, technical as well as commercial, if any.
- 3. Qualification & experience of Supervisors / man powers.



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

1. The tender documents duly signed in all pages without price bid. along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria.
3. Performance certificate issued by clients.
4. Previous work order copies.
5. Details of present work order (if any).
6. Turn over for the last three years, audited annual accounts / financial statements i.e. profit and loss account and balance sheet duly certified by a practicing CA will be required.
7. P.F Number and Allotment Letter.
8. PAN Number.
9. GST registration number/certificate copy.

**(b) PRICE BID:**

1. Price Bid shall be submitted physically as per the format given in the tender documents.
2. **GST** shall be paid extra at actual by GIPCL as per prevailing rates as declared by Central Government on submission of documentary evidence.
3. **Bidder shall have to quote the rates in the form of %age. i.e. "At Estimated Value OR \_\_\_\_\_% below the estimated value OR \_\_\_\_\_% above the estimated value" as per Annexure-H.**
4. The quantities shown in the price Bid of Annexure-H are approximate for the contract period and may vary as per job requirement.
5. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
6. GIPCL reserves the right to extend the contract period for further period of three months with the same terms & conditions.

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

- (i) The Bid must contain the postal address like name, residence and place of business of the person or persons submitting the Bid and must be signed and sealed by the Bidder with his usual signature. The name of all persons signing the documents shall also be typed or printed below the signature on each page.
- (ii) Bid by a joint venture/partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation of one of the authorized partners or other authorized representative(s). A certified copy of the power of attorney authorizing such partner or representative shall also be submitted.



- (iii) Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company i.e. by the President/Managing Director/Secretary or other person or persons authorized to Bid on behalf of such Corporation/Company. A certified copy of the board resolution/power of attorney authorizing such partner or representative shall also be submitted.
- (iv) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- (v) Erasures or other changes in the Bid Documents shall be initialed by the person signing the Bid.
- (vi) Bids not conforming to the above requirements of signing shall be disqualified.

**9. MODIFICATION AND WITHDRAWAL OF BIDS**

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

**10. POLICY FOR BIDS UNDER CONSIDERATION**

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

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

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



## **12. OPENING OF BIDS**

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

### **12.2 Preliminary Examination:**

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

12.2.2 Arithmetical errors will be rectified on the following basis:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected & will be binding to the bidders.
- (b) If there is a discrepancy between the Total Bid Amount and the sum of total prices, the sum of total prices shall prevail and the Total Bid Amount will be corrected & will be binding to the bidders.

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

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

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

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

13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder, a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.

13.6 Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.



13.7 For the above referred purpose, a 'material deviation' shall be one which:

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

**14. RIGHT OF REJECTION OF TENDERS**

14.1 GIPCL reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders regarding the same.

14.2 Any Tender without EMD and Tender fee will be treated as non responsive and shall be rejected at the outset & no further correspondence shall be entertained regarding this.

14.3 GIPCL reserves the right to debar any Bidder from participation in future Bids if such Bidder has quoted an abnormally low rate in the Bid document/price Bid.

**15. AWARD OF CONTRACT**

15.1 GIPCL will award the contract to that bidder whose quotation has been determined to be substantially responsive and evaluated as the lowest quotation in conformity with the requirements of the specifications and documents contained herein, provided further that the bidder is determined and evaluated to be qualified to perform the contract satisfactorily.

15.2 The successful bidder shall be intimated of his selection through the Letter of Intent or Letter of Award/ Work Order which shall be sent to him through e-mail, courier, fax or registered mail.

**16. CONTRACT PERIOD**

16.1 The contract will be for a period of 02 (Two years) year from the date of actual commencement of operation of the contract as stated in the Work Order ('Contract Period').

16.2 GIPCL reserves the right to extend the Contract Period for further period of three months with the same rates, terms and conditions without any price escalation and entering into any new contract.

**17. CONTRACT SECURITY DEPOSIT:**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount





Equivalent to **10% (Ten)** of the “two years contract value” from any schedule public sector bank OR schedule private sector bank, and it shall guarantee the faithful Performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

**18. ASSIGNMENT AND SUB-LETTING**

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

**19. CONTRACTOR'S OBLIGATIONS**

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

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen with proper identification to enter the plant premises.
- (iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
- (v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:
  - a) Safety shoes
  - b) Goggles / face shield.
  - c) Ear plug / Ear muff.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL office in charge and who shall bear overall responsibility for performance of the contract. Such person shall remain always





available at site or site office allotted to the contractor at GIPCL-Baroda site. Contractor has to submit the authority letter and documentary proof for the same.

(vii) During emergency or similar situations the Contractor shall be required to mobilize resources as per need within the period of 04 hours as directed by GIPCL. If the contractor fails to mobilize sufficient manpower to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with 15% supervision charges & the same will be recovered from the Contractor's bill.

(viii) 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.

## **20. Clarification of Bidding Documents**

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

## **21. TIME SCHEDULE**

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

## **22. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATION**

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

## **23. PAYMENTS**

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

## **24. POINTS TO BE CONSIDERED DURING QUOTING PRICE BID**

- a. The schedule of rates shall be read in conjunction with Instructions to Bidders, General conditions of contract, Special conditions of contract and scope of work.
- b. The quantities given in the schedule of rates are estimated and payment will be made as per actual work carried out as per the rates of work order.



## 25. **QUANTITIES**

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

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

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

### **NOTE:**

1. Tender documents are available only in electronic format. Bidders can download from the web site: [www.gipcl.com](http://www.gipcl.com)
2. Following should be submitted physically or by courier in sealed envelopes as per **“details of submission of tender”** given in this tender documents before due dates of tender at following address

[1] E.M.D. cover [2] Complete copy of tender documents with unpriced bid duly signed & stamped on each page as a token of acceptance [3] Supporting Documents for eligibility criteria and Technical Bid.[4] Deviation sheet, if any.

### **Address for submission:**

Addl.General Manager (M&C)  
M/s. Gujarat Industries Power Company Limited.  
P.O.Petrochemical-391346, dist; Baroda

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



**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**SECTION- B**

**ELIGIBILITY CRITERIA**

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

- 1.1 Bidder should possess minimum **Three years** of experience **out of last five years** (i.e. Year 2012 to 2017) in similar nature of painting jobs like in industrial structural painting work etc. in power plant / Process Industries and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients. The work completion certificate shall comprise of order value and executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.

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

- 1.2 Bidder should produce evidence of having experience of successfully completed similar works as defined hereunder during last five years ending last day of the month previous to the one in which tender is invited, satisfactory progress of ongoing works etc. secured from clients alongwith certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

- a. **One similar completed / executed work costing not less than the amount equal to Rs. 8.55 Lacs. (60% of estimated cost)**  
**OR**  
b. **Two similar completed / executed works each costing not less than the amount equal to Rs. 5.70 Lacs. (40% of estimated cost)**  
**OR**  
c. **Three similar completed / executed works each costing not less than the amount equal to Rs. 4.27 Lacs. (30% of estimated cost)**

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

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

- 1.3 Bidder shall have to submit satisfactory work completion certificate from the client. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected.
- 1.4 EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank.



- 1.5 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.
- 1.6 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, If Bidder/Bidders fail to submit required documents within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 1.7 Bidder should have average **annual turnover of Rs. 4.27 Lacs** value for any two financial years out of last three financial years. **i.e. 2016-17, 2015-16 & 2014-15.** Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last two financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.  
  
NOTE: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
- 1.8 The Bidder has to submit INCOME TAX Permanent Account Number (PAN) of the firm. Copies of the same shall be submitted.
- 1.9 Bidder has to submit GST number. Copy of the same shall be submitted.
- 1.10 In case bidder is a joint venture since last seven years, the above requirement/credential of joint venture company / parent companies shall be considered.

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

1.11 **ADDITIONAL ELIGIBILITY CRITERIA:**

1. If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt. of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.



2. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of “Declaration for Safety Laws and Regulations” and “ Declaration for contractual disputes/litigations” as amended in **Annexure / Form** attached at Section -G (Page No.55)
- a. If any Fatal Accident / Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
  - b. If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**SECTION- C**

**TECHNICAL SPECIFICATIONS**

**SPECIFICATIONS FOR PAINTING WITH PROTECTOMASTIC & PU PAINT:**

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

**SPECIFICATIONS FOR PAINTING WITH SYNTHETIC ENAMEL PAINT:**

1. The steel structures like columns, beams, trestles, plates, angles, channels, etc... are to be painted with Synthetic enamel paint. The structures are fabricated by beams, channels, angles, flats & plates of different size and thickness.



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

#### **SPECIFICATION FOR MALAMINE POLISH WORK ON WOOD SURFACE:**

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





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

### **SPECIFICATION FOR WHITE WASH WORK**

Best quality of lime slacked in conformation to IS 1635 shall be used. Required amount of glue or DDL manufactured by PIDILITE or equivalent as per instruction and indigo shall be added to produce solution, which after properly filtering through a fine cloth, will not stick to the fingers when rubbed after drying. Before any lime wash is applied to a surface, it is required that all loose material and dirt shall be removed by a brush and sand paper. Lime putty shall be used to make good all holes and irregularities of surface of minor repairs, which, should be left dry before applying second coat.

Doors, windows, floors, etc. and such other parts of building shall be protected from being splashed upon. Splashing and dropping if any, shall be removed by the contractor at his own cost and the surface cleaned.

### **SPECIFICATION FOR OIL BOUND DISTEMPER**

Material shall be as per item description.

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

### **Primer application for newly constructed wall**

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

### **Preparation and application of putty**

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

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

After drying the surface should be scraped with sand/emery paper till smooth surface is obtained.





If no proper smoothness is obtained again apply prime, putty, etc. and repeat the process as mentioned above, till the surface is perfect smooth as per instructions.

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

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

On the surface so prepared, two coats of oil bound distemper of selected shade shall be applied only after instruction by the Engineer. A horizontal and vertical travel or brush together will be considered as one coat paint. Each coat of paint shall be applied only after Inspection of Engineer. No brush marks shall be visible on the surface at the end of final coat. Final surface shall be smooth, even or roller finish and uniform in colour and texture.

### **SPECIFICATION FOR ACTYLIC EMULSION PAINT**

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

### **SPECIFICATION FOR APEX WEATHER EXTERIOR PAINT**

#### **Surface preparation:**

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

#### **Priming:**

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

### **SPECIFICATION FOR ACE PAINT**

#### **Surface preparation:**

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

#### **Priming:**

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

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**SECTION- D**

**SPECIAL CONDITIONS OF CONTRACT**

**1. DETAIL SCOPE OF WORK FOR PAINTING WORK AT PLANT:**

1. Scope of work includes supply of approved paint and shade, applying painting on the various plant structures as well as decorative painting for building structures., etc... as per fixed quantity mentioned under respective items of BoQ and as per detail specifications.
2. Scope of work also includes supply of approved paint and applying painting on miscellaneous structural steels etc. as per specifications on basis of actual joint measurement of work done.
3. Scope also includes supply of approved paint, other materials, like consumables, equipments, digital Elko meter, compressor, jetting nozzles, hose pipes with all accessories, safe storage of materials (to not contaminate the area), wastage of paint during painting, cost of labour, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, approved scaffolding (standard MS pipes & clamps only), MS ladders etc.

**2. INSPECTION OF SITE (AREA OF WORK) BY BIDDERS**

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, communication, transport, working condition including constraint of work place, confined area, quantum of work, running equipment, importance of work, working conditions, safety requirements and tool & tackles and facilities required for the satisfactory completion of work, the quantity of various items of the work before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The submission of a Bid by the BIDDER will be construed as evidence that such an examination was made. Any later claims / disputes in regard to rates quoted shall not be entertained or considered by the GIPCL.

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

**3. GENERAL SPECIFICATIONS FOR PAINTING:**

1. Contractor has to ensure that the different layers of paints are being applied after being 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. Without submission of thickness verification register with the bill, payment will not be made.

2. Paint has to be applied uniformly over the surface of Steel structures.
3. All the consumables like paint material, wire brush, mechanical tools, emery papers, painting brush, container for handling the paint, cloth if required for cleaning the surface, metallic scaffolding, metallic ladders, etc... are to be arranged by the contractor.
4. To paint at different elevations, contractor has to make arrangement like safety belt, safety net, fall arrestor, safety life line, helmet etc... for safe working with preparation of scaffoldings of MS pipes, Metallic jali, H frames etc... at their own cost.
5. Contractor has to make their own sub-store for storing the paint at site with rigid platform to avoid soil contamination. GIPCL will not be held responsible for any theft of materials.
6. Contractor has to take all safety measures and has to follow safety clauses during the execution of work including providing safety equipments and/or safety gears/PPEs, full body safety belts, safety shoes, dust masks, helmets, safety nets, etc... to the workers and copy of safety equipments and safety gears issue register & gate pass are to be submitted to GIPCL for verification before taking up the work.
7. The contractor shall possess a valid 'Permit to work' duly signed by GIPCL during the execution of the job.
8. Painting of structures shall be carried out even when system is in operation. Hence, experienced supervisors are to be deployed for supervision of work.
9. Further layer of Paint has to be applied after giving sufficient drying time to previous layer of paint.
10. Contractor has to arrange & get inspected each layer thickness as mentioned above by the help of digital Elko meter to the Engineer-in-charge of GIPCL before proceeding to application of next layer. Supply of Alco meter is in the scope of contractor.
11. Painting shall be carried out only on thoroughly dry & clean surfaces. Painting shall be applied by brushing only. The workmanship shall be of best quality. The workmanship shall generally confirms to the requirement of IS 1477 (Part-II).
12. The type of paint, thickness of dry film, number of coats etc... shall be as specified in the item of work.
13. All the surfaces shall be thoroughly cleaned from oil, dirt, dust, rust, stains and scale. The method of cleaning shall be by using solvents as per recommendation of manufacturer, wire brushing, power tool cleaning etc. and as indicated in the item of work.



14. The optimum thickness shall be applied by brushing with minimum of brush marks. The coat shall be allowed to hard dry. The coating shall be done in such a way that there should not be any dots, brush marks and (spillage marks) on the painted surface. At least 24 hours shall elapse between the applications of successive coats.
15. **Quality Check:** - Contractor shall maintain location wise work done reports in the register and get the regular signature from concern GIPCL Engineer for cleaning, applying primer, first coat painting & second coat painting with thickness checking at each stage. The same shall be enclosed with bill for payment.
16. Contractor shall ensure proper utilization of paint and avoid wastage like spillage. Approved paint material received & consumption thereof for painting the structure shall be almost match as per recommendations given by manufacturer. Contractor shall have to maintain the register for the receipt of paints and consumption thereof and shall be verified & signed through Engineer-in-charge. Contractor shall also keep up to date record and storage of empty drum and same should be verified through Engineer-in-charge for reconciliation of materials inwards and actual consumption.
17. The paint shall be applied as per guideline & specifications given as above for good finishing. However if finishing is not achieved as per requirement, contractor shall have to apply additional coat of paint to get good finishing without any additional cost to GIPCL.
18. Bidder shall follow the recommendation of manufacturer without any additional implication to GIPCL.

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

#### **4. PAINT MATERIAL**

**Painting material shall be high build self priming epoxy primer, Epoxy based paint, Red oxide zinc chromate primer, Cement based primer, Oil bound distemper, Apex weather proof exterior emulsion, Ace exterior emulsion, Plastic paint & Luxol Hi Gloss Synthetic Enamel paint as per respective item specifications.**

**All the paint materials of “ASIAN PAINTS” make shall be used. Thinner shall be used for dilution purpose as per manufacturer’s specifications / recommendations.**

#### **Third party testing:-**

Contractor shall arrange third party testing of paint materials supplied at GIPCL for jointly collected random samples of paint 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.



## **5. DISPOSAL OF EMPTY PAINT BARRELS**

Contractor shall be responsible for removal and disposal of all the empty drums as per prevailing GPCB norms outside GIPCL premises. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of empty drums/barrels by the contractor. Contractor shall be required to submit written undertaking along with the final bill that all the empty paint/primer/thinner drums are disposed off at outside plant premises at designated location as per prevailing Government guideline and contractor shall indemnify, keep harmless the GIPCL against any future liabilities or consequences in this regard. Contractor's final bill shall be processed only after disposal of all such empty drums, containers, other scrapes, etc... to outside premises in accordance with prevailing GPCB norms based on submission of letter of undertaking by the contractor and certificate from Engineer-in-charge along with final bill.

## **6. SCOPE OF CONTRACTOR**

1. All tools & tackles, tractors, required vehicles to execute the contract will be in the scope of the contractor. The contractor should ensure for healthiness/working conditions of tools, tackles & vehicles.
2. All consumable items like paint materials, thinner, turpentine, red oxide, cloth, cotton waste, kerosene, gas, diesel, lubricants, etc will be in the scope of the contractor.
3. All safety/PPEs required during work at site are to be arranged by the contractor.
4. The Contractor shall have to provide necessary facilities including accommodation for their labour at their own cost.
5. The contractor has to arrange transportation for lifting/shifting the materials at their own.
6. Contractor has to depute their full time experienced overall site-in-charge & supervisors for work execution as per specification and for day to day work planning & coordination with Engineer-in-charge, to obtain day to day location wise work permits, height permits, to get daily location wise work supervision, quality, maintaining stage wise work clearance register for each location, to record location wise joint work done reports/measurements, to prepare location wise separate bills, to prepare & apply location wise manpower gate pass, to maintain location wise material consumption report, etc...

## **7. FACILITIES TO BE PROVIDED BY GIPCL**

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. Storage facility as available at site only. However contractor may visit the store room to ensure the existing facility. For the facilities other than available, contractor has to carry out the job outside at their own cost.
- c. First aid facilities as available on chargeable basis.

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



**8. TO REMEDY DEFECTIVE WORK**

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

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

**9. DAILY DIARY AND PROGRESS REPORT**

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

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

**10. CONTRACT PERIOD**

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

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

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

- (i) **Measurement sheet along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.

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



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

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

- (i) Copy of statutory compliance like labour license, wages payment register, EC Policy, PF paid Challan with ECR, etc... along wage certificate pertaining to respective bill period.
- (ii) Notarized Indemnity Bond in case of Final bill.
- (iii) No claim - No arbitration certificate as per Performa (Annexure-D), after releasing final bill payment.

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

## **13. MEASUREMENT & DAILY REPORTS**

The measurement will be as per specified in respective item description.

The quantities specified for various items of Schedule of Quantity are best as per our record. Payment will be made for completion of painting work in all respect of actual work done on prorata basis as certified by Engineer-in-charge of GIPCL. No any later claim from contractor for deferment of quantities by individual measurement will be entertained. Any later claims / disputes in this regard shall not be entertained or considered by the GIPCL. All bidders are requested to visit the site before quoting the bid. The payment of scope of work done by contractor shall be made at unit rate quoted in the bid for respective items at the actual executed quantity as jointly measured at site with contractor & GIPCL Engineer-in-charge. However, contractor shall be responsible to restrict the scope of work up to specified quantities. In any case, GIPCL will not pay extra quantity due to any reason except if advance written approval taken by the contractor from GIPCL to execute extra quantity.

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

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

## **14. MOBILIZATION AND EXECUTION**

- a) Contractor shall mobilize the resources at site within 04 hours from the time the intimation given by GIPCL.
- b) Contractor shall provide 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.

#### **15. QUANTITY OF WORK**

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

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

#### **16. GENERAL CONDITIONS OF CONTRACT**

- a. All tools & tackles, labours, equipments, vehicles, tractors, etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools& equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time experienced site supervisors at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at GIPCL.
- e. Contractor shall also nominate one safety supervisor at site and shall submit nomination of safety supervisor in writing before commencement of contract. Safety supervisor shall arrange small safety talk on every day morning or whenever required with all workers working under this contract. He shall coordinate with concern department's Engineer-in-charge on daily basis and report daily observations, tool-box talk records etc. The work shall not be allowed without deploying safety supervisor and a penalty equal to Rs. 1,000/- per day absent of safety supervisor shall be levied from Contractor.





- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 15% overhead charges.
- i. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 15% overhead charges.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted shall remain firm till completion of the contract and any agreed extensions thereafter and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.
- l. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activities and complete the jobs as per the time given by and under the supervision of the Engineer-In-charge and shall ensure that sufficient manpower is deployed for the same.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit.



- p. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**SECTION- E**

**TOOLS AND TACKLES PROVIDED BY CONTRACTOR**

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

<b>Sr. No.</b>	<b>Tools and equipments</b>	<b>Purpose/Use</b>
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 electromagnetic principle. (1 micron =0.001 mm)
11.	Gloss meter	For measuring gloss value of dry paint film.
12.	Wet flattening 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 from paint particularly used for ceiling and interior works.
14.	Ladder	Essentially used for painting ceiling, side walls, etc.
15.	Masking tape	For covering areas which are not to be painted.
16.	Paint bucket	For containing paints for painting.
17.	Straight edge/ruler	For drawing straight line bands, border line, etc.
18.	Strainer	For filtering the paint to remove dust, dirt and other insoluble materials before applying paint on the surface.
19.	Bush holder	For keeping brushes after completing the painting.
20.	Rubber block	For flattening small, curved areas where wet flattening machine can not be used.
21.	Spray Gun	For painting the surfaces by mode of spraying.

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**GUJARAT INDUSTRIES POWER COMPANY LIMITED  
BARODA**

**SECTION-F**

**GENERAL CONDITIONS OF CONTRACT**

**1. VALIDITY:**

This Rate Contract shall be valid for two years from the date of award of contract which includes initial period of 3 months as a trial period, On completion of the trial period, if, the services are not found satisfactory than the contract will be terminated & if, same is found satisfactory, the contract will be continued.

The GIPCL reserve the right to extend the contract for further period of 3 months on the same terms & conditions on the expiry of contract period.

**2. PRICE BASIS:**

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

**3. CONTRACT SECURITY DEPOSIT:**

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract security deposit in favour of Gujarat Industries Power Company Limited, Baroda as per the format given by GIPCL, for guarantee amount equivalent to **10% (Ten)** of the "two years contract value" from any schedule public sector bank OR schedule private sector bank, and it shall guarantee the faithful Performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within fifteen days from the date of LOI or work order, whichever is earlier. The guarantee shall be valid up to retention period of three months from the contract completion date. The Guarantee amount shall be payable to the Company in Bidder's home currency without any condition whatsoever.

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

**4. RECOVERY CLAUSE**

- (i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of GIPCL office-in-charge regarding the amount of recovery shall be final and binding



subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

- (ii) If the contractor fails to execute the work as per directions of GIPCL office-in charge within the time frame given in work order and as per day to day instructions by GIPCL office-in charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

#### **5. ASSIGNMENT AND SUBLETTING OF THE CONTRACT**

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

#### **6. 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.

#### **7. INCOME TAX:**

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

#### **8. 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 15% overhead charges.

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

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

- i. Contractor is adjudged as insolvent.
- ii. Contractor has abandoned the contract.
- iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
- iv. Contractor has neglected or failed persistently to observe or perform any of the acts, matters or things, which as per the contract are to be observed and performed by the contractor.
- v. **Contractor repetitively violating the safety norms for more than three incidents.**



- vi. Any major contradiction of applicable labour laws.
- vii. Any major deviations from contractual terms and conditions including quality of job.

## **9. FAILURE & TERMINATION**

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

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

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

## **10. SETTLEMENT OF DISPUTES**

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

## **11. INTERPRETATION OF CLAUSE**

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



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

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

## **13. STATUTORY REQUIREMENTS**

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

1. The contractor shall at his own cost comply with the provision of labor laws, rules, orders and notifications whether central or state or local as applicable to him or to this contract from time to time. These Acts/Rules include without limitation of the followings.
2. Contractor shall be solely responsible and shall fully comply with all the provisions of all the labor laws applicable such as the Minimum Wages Act, 1948, Contract Labor (Regulation & Abolition) Act 1970, Factories Act, 1948, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Employees Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
3. All other Acts, Rules/Bye-Laws, Orders, Notifications etc. present of future applicable to the contractor from time to time for performing the contract job.
  - 3.1 The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Medical and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
  - 3.2 The contractor shall have a valid license obtained from Licensing Authority under the Contract Labor (Regulation & Abolition) Act-1970 at the time of execution of the contract covering all his employees working at GIPCL-Baroda site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
  - 3.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 1972 and remit contributions in respect of the employees employed by him at GIPCL- Baroda Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.





- 3.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 3.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR & Admn.Dept.
- 3.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 3.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 3.8. The contractor shall take employees Compensation Insurance Policy for all his employees working at GIPCL-Baroda. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 3.9. The Contractor shall in the event any of his employees sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the employees Compensation Act, 1923.
- 3.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 3.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 3.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the employees Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 3.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet,



attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.

3.14 The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.

3.15 The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.

4. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.

5. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled.

The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.

6. Contractor shall have to insure his employee /supervisors etc. under Group Insurance scheme.

7. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and Shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.

8. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.

9. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.

10. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.

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



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

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 and maintain necessary records and registers under the said Act.
3. Contractor shall submit a copy of each of the registration certificates with respect to Employees Provident Fund and Employee Compensation Act within one week time, from the date of award of this contract.
4. Contractor's employees, agent or sub-agent shall not smoke or light anything within the 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 etc.
6. Contractor shall issue an appointment order to each casual laborer stating therein the nature of job to be performed by him and fix time for which the concerned laborers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the laborer has been deployed.
7. Contractor is fully liable for the persons engaged by him for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

#### **14. PAYMENT OF WAGES**

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

#### **15. ACCIDENT TO WORKMEN**

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



**16. 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.

**17. 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.

**18. GENERAL SAFETY CLAUSES:**

1. The Contractor shall observe and comply, with regard to his workmen working at the GIPCL-Baroda 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 GIPCL-Baroda Plant and the Contractor shall brief them regarding the same and use of the Personal Protective Equipment ('PPE').
3. The Contractor shall issue safety shoes and safety helmet of IS standard to all his workmen immediately on execution of the work and the contractor shall ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of GIPCL-Baroda site.
4. Other safety gears like ear plug, dust mask, hand gloves, safety goggles, gum boots, full body safety uniform and belts, safety net etc. shall be issued and used as per the job requirements. Safety helmet shall be of YELLOW COLOUR ONLY. Contractor will procure safety shoes & safety helmet from a reputed company with at least 12 months' guarantee and shall produce the guarantee certificate and IS standard certificate to the safety department. Contractor should purchase safety shoes of reputed brands. Safety shoes will be issued every year. IS certificate and guarantee certificate must be obtained from the vendor and submitted to the Safety department. Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.
5. It is the duty of contractor to ensure that his workmen are wearing required PPEs as per work requirement. Contractor should ensure that their workers are wearing Safety helmet, safety shoes, dust mask, goggles, ear plug etc. at all times when they are at work throughout the contract period. The contractor has to maintain the PPE issue register with signature of workmen.
6. Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7. The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.



8. If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9. When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.

**19. GENERAL TERMS AND CONDITIONS:**

- a. The decision of the GIPCL office in charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- b. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- c. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- d. 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.
- e. GIPCL is an ISO 9001, ISO 14001, OHSAS 18001 & ISO 50001:2011 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

**20. CONTRACTOR'S SUPERVISION**

None of the CONTRACTOR'S manpower should be withdrawn from the work without due notice being given to the GIPCL officer in charge, further no such withdrawals shall be made if in the opinion of the GIPCL officer in charge 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 GIPCL officer in charge 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.



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

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

d. GIPCL Subsidies canteen Facility.

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.

**22. 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.

**23. 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.

**24. GOVERNING LAW AND JURISDICTION**

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

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

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## SECTION-G

### LIST OF ANNEXURES & FORMS

#### 1.0 ANNEXURE-A

##### CHECKLIST FOR PASSING THE BILLS

- For the month of :
- 1) Work Order / P.O. No. & Contract value :
  - 2) Nature of work :
  - 3) Duration of Work Order : From to
  - 4) Maxi. No. of manpower per day deployed in the month. : M F Total
  - 5) Details of Labor 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. .... / has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s) / Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns ) for

.....on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O.No.....date .....and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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



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

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional  
Attorney Signature of  
duly Authorized person

On behalf of the Bank  
With Seal & Signature code

### 3.0 ANNEXURE-C

#### **PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

B. G. No. \_\_\_\_\_ Date: \_\_\_\_\_

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

5. We .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer (s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... (Date to be filled up shall be 180 days from the date of submission of Bid).

Date.....

.....Bank  
Corporate Seal of the  
Bank by its Constitutional  
Attorney

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

#### 4.0 ANNEXURE-D

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

To,  
M/s. GUJARAT INDUSTRIES POWER COMPANY LTD.  
P.O.Petrochemical-391346,  
**Dist. Baroda**  
Dear Sir,

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

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

We hereby confirm with free consent as under:-

1. The measurement 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 LOI and we indemnify GIPCL from any liability arising thereof.
9. In case of any disputes arising in future related to payment of royalties, all liabilities of settlement of dispute and its payment if any, will be borne by us.
10. We have paid wages to all the workmen who were deployed by us for carrying out above referred work as per prevailing Minimum wages act. We have also fulfilled all requirements of the P.F. Act. We have maintained all records necessary as per the statutory requirements. We hereby indemnify GIPCL from any disputes arising in future related to payment of labours, Provident Fund, etc.and confirm that all liabilities of settlements of disputes and their payment is our responsibility.

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

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

Signature, Stamp and date.

## 5.0 ANNEXURE- E

### **PRE-QUALIFICATION BID OF ARC FOR PAINTING OF BUILDING & STRUCTURAL STEEL MEMBER AT GIPCL-BARODA PLANT.**

01	Name of Bidder & Location of Registered / Head Office.	
02	Local Office in Baroda city with Address, Telephone Nos. and Mobile No. is must.	
03	Name of the Proprietor with contact No.	
04	Date & Place of Registration of Agency / Bidder (with supporting documents) (Minimum Five Years experience)	
05	PF No. (with supporting documents )	
06	PAN NO. (with supporting documents )	
07	GST Certificate (with supporting documents )	
09	Annual Turnover * (Please attach latest copy of Appendix-A)	
10	Total number of Branches in Gujarat. As well as in India.	
11	Present List of servicing clients details as per attached format.	
12	Any other additional information's.	

\*Copy of Audited A/c's must be attached.

Date:  
Place:

Name & Signature of Bidder & official seal

## 6.0. ANNEXURE- F

## DEVIATION SHEET

[illegible]

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

## **7.0 ANNEXURE- G**

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

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

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

Further, I .....Name of Party/Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contract/contracts awarded to me during the period of preceding Three years.

Signed and Stamped by the  
Authorized Signatory  
Of the Bidder

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## **8.0 ANNEXURE- H**

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

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

I \_\_\_\_\_ on behalf of .....Name of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s ..... Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

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

Signed and Stamped by the  
Authorized Signatory of the Bidder

## ANNEXURE- I

### LIST OF CLIENTS

Sr. No	NAME & LOCATION OF CLIENTS	PERIOD From to	NAME OF HOD WITH PHONE NUMBER	COPY OF PERFORMANCE CERTIFICATE & REF.NO.

SIGN & STAMP OF BIDDER: