GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

AT & POST NANI NAROLI,
TALUKA: MANGROL,
DIST: SURAT,
PIN 394112 (GUJARAT)

Phone Nos.: EPABX (02629) 261063 to 261072,
Fax Nos.: (02629) 261112, 261080

TENDER DOCUMENTS FOR;

Rate contract for Services of Excavator, dumpers and Dozer for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for Two-years for Mangrol Lignite Mine and Vastan Lignite Mine.

Bid No.: SLPP/Mangrol-Vastan Mine/ Excavator, Dumper and Dozer/2027-2029

INSTRUCTIONS TO BIDDERS & CONDITIONS OF CONTRACT

INDEX

Sr. No.	PARTICULARS	PAGE NO.	
		From	To
(1)	**NOTICE INVITING TENDER (NIT)**	3	5
(2)	**SECTION – I (Instructions to Bidders)**	6	24
(3)	**SECTION– II (Instructions to Bidders for online tendering)**	25	26
(4)	**SECTION – III (General Conditions of Contract)**	27	40
(5)	**SECTION – IV (Special Conditions of Contract)**	41	55
(6)	**SECTION – V (Schedule of Quantities& Rates)**	56	57
(7)	**SECTION – VI (Forms)**	58	62
(8)	**SECTION – VII (Annexures)**	63	71

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

NOTICE INVITING TENDER (NIT)

TENDER NO: SLPP/Mangrol-Vastan Mine/ Excavator, Dumper and Dozer/2027-2029.

<table>
<tr><td>Name of work</td><td>Rate contract for Services of Excavator, dumpers and Dozer for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for Two-years for Mangrol Lignite Mine and Vastan Lignite Mine.</td></tr>
<tr><td>Place of work</td><td>Mangrol Lignite Mine and Vastan Lignite Mine,
Surat Lignite Power Plant, Village: Nani Naroli,
Taluka: Mangrol, Dist.: Surat – 394112 (Gujarat).</td></tr>
<tr><td>Quantity</td><td>The successful bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in BOQs.</td></tr>
<tr><td>Contract period</td><td>Two years (24 months)</td></tr>
<tr><td>EMD</td><td>Rs. 62,000.00/- (Rupees Sixty-Two Thousand only),
The EMD shall be in the form of RTGS or Demand Draft payable at SBI, Nani Naroli or Bank Guarantee in favor of Gujarat Industries Power Co. Ltd.as per following detail
<table>
<tr><th>Bank</th><th>Payable at;</th></tr>
<tr><td>1. Bank of Baroda</td><td>Mosali, Dist.-Surat</td></tr>
<tr><td>2. State Bank of India</td><td>Nani Naroli, Branch Code 013423</td></tr>
<tr><td>3. Any Nationalized Bank</td><td>Surat</td></tr>
</table>
RTGS only as per following detail
1. Name of account holder-Gujarat Industries Power Co. Ltd
2. A/C no. -33514692834
3. Name of Bank - State Bank of India
4. Bank Address – Utility Building, Nani Naroli, Tal- Mangrol, Dist.- Surat
5. IFSC Code-SBIN0013423
6. MICR Code- 394002513
The EMD in alternative, may be submitted in form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Co. Ltd., payable at
SBI – Nani Naroli (Branch Code-013423) or Bank of Baroda – Mosali, Dist – Surat or any other banks payable at Surat or Bank guarantee from Any Nationalised including Public Sector bank- IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra Bank, Ratnakar Bank, Indusind Bank, Kotak Mahindra Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, The Ahmedabad Mercantile Co-operative Bank Limited, The Mehsana urban co-operative bank Ltd Nutan Nagrik Sahkari Bank Ltdas per performa of BG inclosed with this e-tender as Annexure-C</td></tr>
</table>

Cost of tender document / tender fee	**Rs. 2,950/- (Rupees Two Thousand Nine Hundred Fifty Only) Nonrefundable Tender fee shall be in the form of RTGS only as per following detail** **1. Name of account holder-**Gujarat Industries Power Co. Ltd **2. A/C no. -33514692834** **3. Name of Bank - State Bank of India** **4. Bank Adress – Utility Building,** Nani Naroli, Tal- Mangrol, Dist- Surat **5. IFSC Code-SBIN0013423** **6. MICR Code- 39400251** **Rs. 2,950.00**/- (Rupees Two Thousand Nine Hundred Fifty only) (nonrefundable, inclusive of applicable GST) only through NEFT or through online payment gateway of company's website: www.gipcl.com (online Payment form) as per details mentioned herein under **clause no 1.11 of instructions to bidders**
Availability of online e- Tender document	On website: https://tender.nprocure.com/ From **18.11.2026 to 08.12.2026**.
Issue of Corrigendum to document, if required:	As and when required till last date of submission of tender bid.
Last date of online submission of entire offer	**08.12.2026** up to 17:00 hrs. **on website:** https://tender.nprocure.com/
Submission of EMD, Tender fee and other supporting documents for technical Bid in physical form.	On or before **10.12.2026** up to 17:30 hrs at office of **ED (Mines)** Gujarat Industries Power Company Limited, Surat Lignite Power Plant, At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 112
Date and time for opening of Price Bid (Part-II):	The date and time of opening of price bids will be intimated to the technically eligible Bidder's at least one day in advance by phone / courier / email
E-Reverse Auction:	**E-Reverse Auction will be conducted and informed by GIPCL to all qualified Bidders.**

NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.

2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.

3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.

4. The Bidders are required to submit their bids on-line in the web site https://etender.gipcl.com/web.

5. The EMD, Tender fee & other supporting documents are to be submitted in physical form only at the following address: -

   ED (Mines)
   Gujarat Industries Power Company Limited,
   Surat Lignite Power Plant,
   At & P.O. Nani Naroli, Taluka Mangrol,
   Dist. Surat-394 112, Gujarat
   Phone: 9909965448, 9909925341, 9099969637.
   E-Mail: nkpurohit@gipcl.com,

SECTION-I
INSTRUCTIONS TO BIDDERS

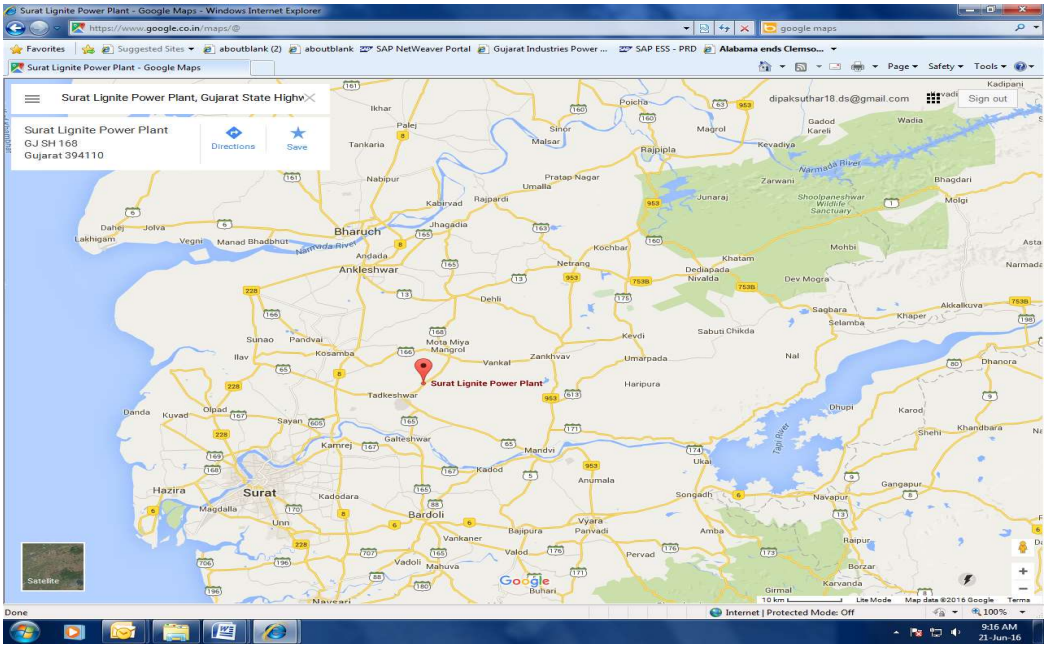
1.1 PLANT SYNOPSIS

Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 810 MW and 5 MW Solar Power Plant. 51 MW Wind Energy Farm Project is under installation and commissioning stage. GIPCL has issued LoI (Letter of Intent) for 26 MW and 71.40 MW Wind Energy Farm Projects. GIPCL has commissioned 1MWp Distributed Solar Power Projects at two locations in Gujarat viz. at Village: Amrol, Dist.: Anand and at Village: Vastan, Taluka Mangrol, Dist.: Surat.

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

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

Note: Plant Synopsis may be updated with respect to plant.



The Company intends to award Annual rate contract for Services of Excavator, dumpers and Dozer for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for one-year 2027-29 Mangrol Mine, **therefore inviting open tenders online (n-procure e-Portal) from experienced & resourceful contractors.**

1.2 SCOPE OF WORK:

1.2.1 Excavator Ex 200 or similar Capacity of Excavator:

Two separate Ex 200 excavators one for each mine that is Mangrol Lignite mine and Vastan Lignite Mine or similar capacity excavator will be required for following purposes.

For undertaking these activities, Ex 200, will have to be engaged at places where tyre mounted JCB can't be deployed.

The scopes of work are as follows:

1.2.1.1 Pre-Monsoon Activities:

- Preparation of Ramp for laying of cable, pipelines for dewatering during monsoon and post monsoon period.
- Shifting of pipelines, panels, sheds, cables, pumps and accessories etc from store yard near Vastan site office to the pumping stations at Mangrol mine, during erection of dewatering system.
- Laying of pipelines and cables etc for mine dewatering.
- Preparation and maintenance of foundation for pumps and panels etc.
- Preparation of footsteps/ walkway
- Preparation of intermediate sumps for collection seepage water at different locations
- Preparation & maintenance of bunds at Valia lignite transportation road passing through Mangrol mine and Vastan mine lease area at regular intervals.
- Trench cutting for burying & removal of power cable.
- Covering of smoke which will release out due to heating from OB benches, lignite benches, lignite stones & from other sources at regular interval at different location within mine area.
- Silt cleaning from the drains and siltation sump/ponds.
- Clearing of drain in and around the Mine site office.
- Spreading of ash for preparation of ash covered road in the mine.
- Cleaning & maintaining drainage around all external dumps i.e. Mangrol mine dumps.
- For trench preparation at dumping area to drain out accumulated water during monsoon.
- Covering of smoke which will release out due to heating from OB/shale benches, lignite Benches & from other sources regularly at different location within mine area.
- Filling & leveling of developed surface cracks, pot holes & depressed area at different Locations at mines.

- Revival of benches at collapsed area.
- For spreading of fly ash to form an impervious layer on the cracked portion on backfilling area.
- Drain preparation for diverting seepage water to sump area.

1.2.1.2 During Monsoon Activities:

- Preparation and maintenance of Ramp for laying of cable, pipeline for dewatering.
- Shifting of pipelines, panels, sheds, cables, pumps and accessories etc within mine as per the requirement as well as from Vastan site office yard to the Mangrol mine pumping stations vise-versa, during breakdown of dewatering system or changing in location of pumping station.
- Laying of pipelines and cables etc. as per requirement.
- Preparation and maintenance of foundation for pumps and panels etc. as per requirement.
- Preparation of intermediate sumps for collection seepage water at different locations as per requirement.
- Trench cutting for burying & removal of power cable.
- Covering of smoke which will release out due to heating from OB benches, lignite benches, lignite stones & from other sources at regular interval at different location within Mangrol mine area.
- Filling of depressed area, eroded areas all along the lignite transportation tar road.
- Covering of Pot holes with fly ash during monsoon period.
- Covering of smoke which will release out due to heating from OB/shale benches, lignite Benches & from other sources regularly at different location within mine area.
- Filling & leveling of developed surface cracks, pot holes & depressed area at different Locations at mines.
- Revival of benches at collapsed area.
- For spreading of fly ash to form an impervious layer on the cracked portion on backfilling area.
- Trench preparation for diverting seepage water to sump area.

1.2.1.3 Post-Monsoon Activities:

- Shifting of pipelines, panels, sheds, cables, pumps and accessories etc from the pumping stations at Mangrol mine to store yard near Vastan site office, during withdrawal of dewatering system.
- Withdrawal of pipelines, pumps, panels, sheds, cables and other associated accessories etc.
- Preparation & maintenance of bunds at Valia lignite transportation road passing through Mangrol mine and Vastan mine lease area at regular intervals.
- Removing of power cable from Trench cutting.
- Covering of smoke which will release out due to heating from OB benches, lignite benches, lignite stones & from other sources at regular interval at different location within Mangrol mine area.
- preparation & maintenance of motorable roads for movement of vehicles within mine area after monsoon period for supervision purpose.

- Filling of depressed area, eroded areas all along the lignite transportation tar road.
- Covering of Pot holes with fly ash during monsoon period.
- Covering of smoke which will release out due to heating from OB/shale benches, lignite Benches & from other sources regularly at different location within mine area.
- Filling & leveling of developed surface cracks, pot holes & depressed area at different Locations at mines.
- Revival of benches at collapsed area.
- For spreading of fly ash to form an impervious layer on the cracked portion on backfilling area.
- Trench preparation for diverting seepage water to sump area.
- Preparation of peripheral road around pit.
- For miscellaneous work as and when required related to mine dewatering, reclamation, fire related work in lignite seam, shifting of waste material etc.

Other than above Excavator is also required for leveling work in the reclaimed area, plantation area, shifting of lighting towers for improving illumination level within mine and for Other emergency jobs incidental to and connected with monsoon work of Mangrol mine and any other emergency jobs & supplementary work.

1.2.2 Dumper (10 Te capacity)

At least Two no's of 10 te capacity dumpers will be required for following purposes

- For siltation removal from the drain along the lignite transportation road and siltation pond.
- Shifting of material (like HDPE pipes, Pump, switch panel, pontoon, NRV etc.) for dewatering work.
- For miscellaneous work as and when required related to mine dewatering, reclamation, fire related work in lignite seam, shifting of waste material etc.

1.2.3 Dozer (BD-65)or similar capacity dozer:

Dozer will be required for following purposes.

- Leveling of silt material, which will be dumped after cleaning of siltation ponds and drainage in east side of mine.
- The mine has tendency to develop cracks after losing moisture in backfilled area in northern part of Mangrol mine, so for filling of developed surface cracks, pot holes & depressed area at different locations at mine which was earlier being carried out by contractor dozer.
- After every monsoon there are rain cuts on benches at different location, revival of benches is needed by dozer.
- Spreading of fly ash at Mangrol mine on north side and south east side collapsed benches to prevent water to percolate downward, if not done result in further collapse of benches, by a dozer.
- The mine has experienced several collapses of benches in the past, for preventing the further extension of the collapse, reformation of benches & compaction was carried out with the help of Dozers.
- For miscellaneous work as and when required related to mine dewatering, reclamation, fire related work in lignite seam, shifting of waste material etc.

- For leveling work in the reclaimed area and other area developed for solar power plant related works at Vastan and Mangrol mine.

1.2.4 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.

1.2.5 Quantum of job mentioned against all items in the price bid are indicative only & may vary as per site requirement & not to be construed as maximum or guaranteed quantity. The quantities shown in the price bid are approximate quantities for the contract period and they may vary as per job requirements.

1.2.6 All the miscellaneous activities pertaining to specific work to be executed for satisfactory performance is in the scope of contractor in his quoted rates.

1.3 GENERAL INSTRUCTIONS

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.
2) The Bids shall be filled in by the Bidders clearly, neatly and accurately. Any alteration, erasures or overwriting shall be liable to make the tender invalid unless the same is neatly carried out and attested over the full signature of Bidder. The decision of the Company to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
3) The Bidders are requested to make themselves fully conversant with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Site conditions, Safety &Health Aspects and Norms to be observed etc. before submitting their bids so that no ambiguity arises in these respects subsequent to submission of the Bids.
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.
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.
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.
7) The tender documents shall not be transferable.
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.
9) Conditional offers shall not be considered and liable to be rejected.
10) The Company reserves the right to extend the deadlines for submission of the Bids by giving amendments.

11) During evaluation of Bids the Company may, at its discretion ask the Bidder (s) for clarification of their Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.
12) The Company reserves the right to amend/ modify the Bidding documents at any time prior to the deadline for submission of Bids, either at its own discretion or in response to the clarification requested by a prospective Bidder. In such case, the Company may in its discretion extend the deadline for submission of Bids in order to facilitate the prospective Bidders for incorporating the effect of the amendment in their Bids.
13) The Bidders shall bear all costs and expenses associated with the preparation and submission of their respective Bids, to attend meetings or conferences, if any, including any pre-award discussion with the successful Bidder, technical and other presentations etc. and the Company shall not be liable for any expense thereof.
14) If the successful Bidder is a joint venture, formed of two or more companies, the Bidder along with the partners shall accept joint and several responsibilities and liabilities for all obligations under the Contract.
15) Timely and satisfactory completion of the work and strict adherence to the allotted time frames for jobs shall be the essence of the contract.
16) The Company reserves the right to qualify/disqualify any applicant without assigning any reason.
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.

1.4 PLANT VISIT / SITE VISIT

The Bidder is advised to visit the Surat Lignite Power Plant (SLPP) and / or different Mine Sites after downloading the tender copy from website: https://tender.nprocure.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, quantum of dusting, running equipment, importance of work, round the clock working conditions, safety requirements, temperature of fresh drained hot bed material, right of way, high flood level in River, flow of water during monsoon/dry season in the River/Nallah, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability of local labour, availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise, etc which may affect the work or cost thereof, before submission of his Bid. Ignorance of site conditions shall not be accepted by the GIPCL as basis for any claim for compensation. The 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.

1.5 ELIGIBILITY CRITERIA

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

1.5.1 **Bidder should possess minimum three years of experience out of last five** years **(as per following Cl. No.1.5.2)** in similar nature of jobs like Pre- Monsoon, Monsoon, Post Monsoon works and Leveling of Reclaimed area etc or experience of mining/civil/other works which includes deployment of HEMM or similar equipment 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 & 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 certificated will be considered.

1.5.2 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 along with certified copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following:

a. **One similar completed work each costing not less than the amount equal to 60% of the annualized estimated cost Rs 21,82,298.00**

OR

b. **Two similar completed work each costing not less than the amount equal to 40% of the annualized estimated cost Rs 14,54,865.00.**

OR

c. **Three similar completed work each costing not less than the amount equal to 30% of the annualized estimated cost Rs 10,91,149.00.**

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

1.9.3 Contractor 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.

1.9.4 Tender fee: The tender fee shall be accompanied in form as described in subsequent **clause no. 1. 11.**

1.9.5 EMD: The EMD shall be accompanied in the form of DD or Bank Guarantee given by Bank as described in subsequent **clause no. 1.11.**

1.9.6 Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner.

1.9.7 Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. The above documents will be analyzed and after satisfaction, the Price Bid will be open. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder only once by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.

1.9.8 Bidder should have **average** annual turnover of **30% of estimated annualized contract** value for last three financial years **i.e Rs 10,91,149** Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years to demonstrate the financial healthiness of the company. The balance Sheet must be in the name of the company. Any type of MOU for this purpose will not be entertained.

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

1.9.9 The Bidder has to submit INCOME TAX Permanent Account Number (PAN), TIN/VAT no. of the firm. Copies of the same shall be submitted.

1.9.10 The net worth of the bidder as **on 31.03.2025** should be positive as evidenced from audited accounts

1.9.11 Bidder has to submit Goods and Service Tax registration number. Copy of the same shall be submitted.

1.9.12 In case Bidder is a joint venture company since last five years, the above requirements/credential of Joint Venture Company / Parent companies shall be considered.

1.9.13 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.

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

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

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

1.10. 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.

1.11. EARNEST MONEY DEPOSIT (EMD) and TENDER FEE

1.11.1 An EMD of **Rs.62000** and Nonrefundable Tender fee **Rs.2950** shall accompany with Bid. The EMD & Tender fee shall be in the form of a crossed bank Demand Draft in favor of Gujarat Industries Power Co. Ltd. as per following details:

Bank	**Payable at :**
1. Bank of Baroda	Mosali, Dist: Surat
2. State Bank of India	Nani Naroli, Branch Code: 13423
3. Any Nationalized banks	Surat

The EMD in alternative, may be submitted in form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (Branch Code-013423) or Bank of Baroda – Mosali, Dist – Surat or any other banks payable at Surat or Bank guarantee from Any Nationalised including Public Sector bank- IDBI Ltd or AXIS Bank, HDFC Bank, ICICI Bank or Kotak Mahindra Bank, Ratnakar Bank, Indusind Bank, Kotak Mahindra Bank, Karur Vysya Bank, DCB Bank, ING Vyasya Bank or Kalupur Commercial Co-operative Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, The Ahmedabad Mercantile Co-operative Bank Limited ,The Mehsana urban co-operative bank Ltd Nutan Nagrik Sahkari Bank Ltd as per performa of BG inclosed with this e-tender **as Annexure-C**.

1.11.2 The EMD, in alternative, may be submitted in the form of irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from any Schedule Public Sector Bank or Schedule Private Sector Bank as per Performa of BG enclosed with this e-tender under Section-F.

or

EMD/Tender Fees may be submitted by way of RTGS/NEFT/IFT, details for RTGS/NEFT/IFT as under: -

1. Name of Account Holder: Gujarat Industries Power Co. Ltd.
2. A/c. No. : 33514692834
3. Name of Bank: State Bank of India
4. Address of Bank: Utility Building, Nani Naroli, Taluka Mangrol, Dist. Surat. Pin 394 110
5. IFSC code: SBIN0013423

MICR Code: 394002513

1.11.3 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

1.11.4 he EMD of the successful bidder will be returned after payment of Security Deposit by successful bidder.

1.11.5 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.

1.11.6 Any bid not accompanied with EMD and Tender fee will be rejected. Tender fees and EMD should be submitted in physical form directly to GIPCL.

1.11.7 No interest shall be payable on EMD.

1.11.8 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.

1.11.9 SCHEDULE OF EMD & TENDER FEES:

EMD &Tender fee and other documents dully signed to be submitted in physical form on or before due date of closing of the tender	Address for Submission: **ED (MINES),** **GUJARAT INDUSTRIES POWER CO. LTD.,** **(Surat Lignite Power Plant)** **Village – Nani Naroli, Taluka – Mangrol** **District – Surat 394 110, Gujarat** **Phone:** 9909965448, 9909925341, 9099969637.

1.12. SUBMISSION OF BIDS

A: MODE OF SUBMISSION

The bids shall be submitted online at the GIPCL e-portal within the dates specified in the NIT along with the details of tender fees, EMD in two parts as under:

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

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

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

1. Qualification and experience of site in charge.
2. Schedule of deviation **(Annexure-D)** Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers.

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

1. The tender documents dully signed in all pages without price bid Along with techno-commercial deviations, if any.
2. Proof of experience meeting the minimum eligibility criteria
3. Performance certificate issued by clients.
4. Copy of the Experience Certificate and Work Orders.
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.

10. As per forms A of tender document - Undertaking for unconditional bid & observance of contract conditions on his company letter head.
11. As per forms B of tender document – Declaration about the Site Visit on his company letter head.
12. As per forms C of tender document – Declaration for Contractual Disputes / Litigations on his company letter head.
13. As per forms D of tender document – Deviation from Tender Terms & Conditions on his company letter head.
14. As per forms E of tender document – Declaration Cum Undertaking for Safety Laws and Regulations Compliance

(b) Price Bid:

1. Price Bid shall be submitted online only in soft form, Consisting of the price schedule, through the website https://tender.nprocure.com/ only on or before dated **08.12.2026 up by 17.00 hrs** in the prescribed forms **Section-V, PRICE BID/SCHDULE ("PRICE BID")** only, provided at the end of these bidding documents, without exception. Rates quoted will be **inclusive of GST.**

   Note: Estimate includes cost of all manpower, equipments, vehicles, consumables, tools & tackles, transportation, Safety statutory compliance, mobilization etc...

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

B: METHOD OF TENDERING/SIGNATURE ON BIDS

(i) The Bid must contain the postal address like name, residence 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 authorised partners or other authorised 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 authorised 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.

1.13. 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.

1.14. POLICY FOR BIDS UNDER CONSIDERATION

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

1.15. 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.

1.16. OPENING OF BIDS

1.16.1 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.

1.16.2 Preliminary Examination:

1.16.2.1 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.

1.16.2.2 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.

1.17 EVALUATION & COMPARISON OF BIDS

1.17.1 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.

1.17.2 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.

1.17.3 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.

1.17.4 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.

1.17.5 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.

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

1.17.7 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.

1.18 RIGHT OF REJECTION OF TENDERS

1.18.1 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.

1.18.2 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.

1.18.3 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.

1.19 AWARD OF CONTRACT

1.19.1 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.

1.19.2 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.

1.19.3 GIPCL reserves the right to cancel/short close the contract during the contract period without assigning any reason.

1.19.4 GIPCL reserves the right to split the contract quantity between vendors.

1.20. CONTRACT PERIOD

1.20.1 The contract will be for a period of TWO year and starting date as stated in the Work Order ('Contract Period').

1.20.2 GIPCL reserves the right to extend the Contract Period up to 3 months on the same rates and terms and conditions without any price escalation and entering into any new contract.

1.20.3 The said Contract Period can be extended if mutually agreed upon by both the parties up to one year and in such a case a revised work order shall be issued at the same rates and terms & condition or at negotiated rates acceptable by both parties i.e. the Company & the Contractor.

1.21. 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.

1.22. CONTRACTOR'S OBLIGATIONS

A:DEPLOYMENT & RESPONSIBILITY OF MANPOWER

(i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
(ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
(iii) The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.

(iv) At the time of deploying manpower, the Contractor shall strictly comply all the applicable labor laws/Acts norms including but not restricted to the age of the workers, women workers and shall also ensure that a police verification and security check for all the workmen/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.

(v) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, masks, gum boots, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract. Following are also to be issued:

a) Safety shoes
b) Goggles / face shield.
c) Ear plug / Ear muff.
d) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves

(vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.

(vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records dully signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.

(viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.

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

(x) ***Important Note:*** **Whenever there is any emergency work in Vastan mine OR Mangrol mine due to any reason, the contractor shall mobilize sufficient work force at site within a period of four hours from the time of intimation to the site-in-charge or via mail to your office. Any loss occurred due to want of manpower or HEMM will be viewed very seriously and will invite appropriate punitive measures as decided by competent authority.**

(xi) During working in high risk area like hot lines of steam/ water/ oil the workman must wear a suitable safety apron, safety belt, safety hand gloves and goggles. It is the contractor's/contractor's supervisor's responsibility to ensure it without fail.

(xii)During unit overhauling, the contractor has to enhance the site manpower as per the requirement to ensure the timely completion of work (During overhauling

period quantum of work increases substantially). For this, enhanced work shall be completed by deploying additional manpower with separate supervisor. Payment will be made on item rate basis only. The work during the overhauling period is to be carried out round the clock. Contractor should mobilize sufficient number of manpower and execute the work in all shifts with independent manpower. Contractor should not continue the same manpower for more than 12 hours.

B: TOOLS & TACKLES:

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

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

(i) For proper execution of the work as per the scope, the contractor is required to maintain sufficient quantity of tools & tackles with tractors & hydraulic trolleys in good working condition at site as per day to day work load and emergency situations to complete the work in stipulated time.

(ii) In case of breakdown of equipment, the contractor should work round the clock for putting back the area in service immediately within minimum time. In case of any emergency arising during night hours the contractor should be in a position to mobilize the manpower immediately within minimum time.

(iii) Arrangement for lighting at the work spot has to be made by the contractor. He has to arrange all lighting equipment such as power cable, hand lamps. The contractor has to take prior approval for taking electrical power supply. The contractor should keep hand lamps of 24Volt for confined space and sufficient quantity of 240 Volt and halogen lamp for other area ensuring safety at work place

(iv) Pin sockets of IS standards should be used for all connections. For any accident take place & any damage to the equipment and/or injury to human due to carelessness in loose connection, contractors will be held responsible & liable for any recovery/actions.

1.23 Clarification of Bidding Documents

If any Bidder requires any further information or clarification in the Bidding Documents, may notify the Company before one week of last date of submission of online Bid, in writing or by E-mail at the address below indicated in the 'Invitation to Bids'. The GIPCL's response (including an explanation of the query) will be sent in writing or by E-mail to all prospective Bidders who have received the Bidding Documents. In case of any doubt they may seek clarification/further information's from the General Manager (Mines) or the AGM (Mine), Vastan at the Administrative Office of GIPCL at SLPP at the following telephone numbers during office hours from 08.30 a.m. to 5.30 p.m.

ED (Mines)	9909965448	nkpurohit@gipcl.com
AGM (Mine), Vastan	9909925341	nkchauhan@gipcl.com

1.24 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'

1.25 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.

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

1.26 PAYMENTS

All the payments against the work order shall be in Indian currency and payable through cheque/RTGS only.

1.27. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

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

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

1.28 QUANTITIES

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

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

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

SECTION-II

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

2.1. Tender documents are available only in electronic format. Bidders can download free of cost from the web site - https://tender.nprocure.com/

2.2 Price Bid should be submitted online through the website https://tender.nprocure.com/ only. No physical submission of price bid will be entertained as it should be submitted online only.

2.3 Bidder who wish to participate in online bids will have to procure / should have **legally valid Digital Certificate (Class III) as** per Information Technology Act-2000, using which they can sign their electronic bids. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.

2.4 All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement.

(n) Code Solutions - A division of GNFC Ltd.
403, GNFC Infotower, S.G Road,
Bodakdev, Ahmedabad – 380054 (Gujarat, India)

Toll Free: 1-800-419-4632/1-800-233-1010,
Tel: 079-26857315/316/317
E-mail: nprocure@gnvfc.net, website: https://tender.nprocure.com/

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

2.5 **REVERSE AUCTION**:

1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.

2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.

3) Opening Price, Detrimental value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction.

4) After e-Reverse Auction process, L1 bidder shall be decided on Lowest Total Contract Price.

5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on https://tender.nprocure.com/ that the bidder shall be allowed to participate the e-Reverse Auction.

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

   (n) Procure Cell, (n) code solutions-A division of GNFC Ltd.,

   403, GNFC Info tower, S.G. Road,
   Bodakdev Ahmedabad – 380054 (Gujarat)
   Toll Free: 1-800-419-4632 / 1-800-233-1010,
   Phone No. 079-26857315 / 316 / 317,

Bidder may visit https://tender.nprocure.com/ for information regarding e tendering registration process.

SECTION-III

GENERAL CONDITIONS OF CONTRACT

3.1 CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG)/Contract security deposit in favour of Gujarat Industries Power Company Limited for guarantee amount at ten percent **(10%)** of the "Annual Contract Price" from any Schedule Public Sector Bank or Schedule Private Sector Bank in the format attached in **SECTION-VI**, and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. Contract security deposit shall be submitted strictly within twenty-one days from the date of 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.

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

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

3.2 RECOVERY CLAUSE

(i) In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer-in-charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

(ii) If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given in work order and as per day to day instructions by Engineer-in-charge, GIPCL shall get the work done by third party at the risk & cost of the contractor with 10% additional overhead charges of GIPCL.

3.3 ASSIGNMENT AND SUBLETTING OF THE CONTRACT

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

3.4 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.

3.5 TERMINATION OF CONTRACT BY GIPCL

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

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

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

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

3.6 FAILURE & TERMINATION

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

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

In case if contractor's services are not found satisfactory with respect to mobilization, time bound material evacuation, workmanship & 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.

3.7. SETTLEMENT OF DISPUTES

a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of The Arbitration & Conciliation Act, 1996. The place of arbitration shall be at Surat/Vadodara or any other place within state of Gujarat 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.

3.8 INTERPRETATION OF CLAUSE

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

3.9 EMPLOYEE'S COMPENSATION INSURANCE

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

Contractor shall also obtain additional off-duty coverage insurance policy for all his workers as per clause no. 3.24 herein under.

3.10 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, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.

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.
    1) The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
    2) 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 SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
    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 SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.
    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.
    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.
    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.
    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.
    8) The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
    9) The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required

under the Workmen's Compensation Act, 1923.

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.
11) The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
12) GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
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.
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.
15) The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.
16) The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
17) The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
18) Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
19) The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws Act in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.

20) Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
21) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
22) All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
23) The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.

b. LEGAL ASPECTS

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

3.11 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.

3.12 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.

3.13 LIGHTING

Necessary illumination at works area will be provided by GIPCL.

3.14 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.

3.15 SAFETY ASPECT

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

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

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

3.16 GENERAL SAFETY CLAUSES :

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

ensure that his workmen wears the protective equipments at all times during the work operation. Brand name for safety shoe & safety helmet shall be suggested by safety representative of SLPP 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 issues register with signature of workmen.
6) Contractor will reissue these PPEs in case of damage or misplacement of the same. Replacement shall be made immediately.
7) The contractor shall be responsible for providing first aid or emergency medical help and treatment to his workmen in the event of any accident or injury.
8) If it is observed that contractor is not issuing required PPEs timely and that of required quality, GIPCL will issue the required PPEs to contract workers and back charge the same with 25% overhead charges of GIPCL.
9) All lifting tools and tackles shall be of reputed make having International manufacturing standard and shall be maintained in proper and workable condition.
10) The Contractor shall nominate one Safety Officer with required qualification for supervising the daily job for observing and maintaining the safety aspects at site. He is solely responsible for any safety measures during maintenance work. He has to ensure that all the workmen working at site are equipped with essential PPE's and proper safety arrangement is made at the SLPP site.
11) After mobilization of any tools & tackles to site, which includes chain pulley blocks, D-shackles, wire ropes, winch machines, Mobile crane, Hydra etc. shall be offered for inspection with all above statutory test certificate before using at site for any work. They should use all tools and tackles only after certification by GIPCL representative/safety officer.
12) When working at height, working on ceiling or roof covered with fragile materials, full body harness safety belt, ladders and crawling boards shall be used to prevent accident. Further, during working on height, contractor should arrange proper scaffolding of still pipes, safety net, full body safety belt, fall arrestor system etc. Advice and instructions of engineer in charge/ safety in charge shall be strictly complied with in this regard. All necessary safety precautions shall be taken by the contractor to prevent accident and personnel injuries while working on height.
13) All vehicles shall be operated by licensed drivers only. All vehicles' PUC to be tested as per Government approved RTO guidelines. All Vehicles must be parked in Parking space designated by GIPCL. If any vehicle is found inside the plant premises other than the parking area such vehicles shall be handed over to

Security dept. and their entry shall be cancelled for movement inside the plant premises with immediate effect.

14) The contractor shall fill – up Incident notification form (S-I), Incident Investigation form (S-II) and near miss report within time limit as specified in forms, if any accident, Incident, near miss occurred while working at SLPP site.
15) Major AMC / ARC contractor (Where the man power strength is more than 50 and above) should appoint / nominate one qualified safety officer and he shall be responsible for addressing all the safety related aspects of execution of contract jobs and he will in close co ordination with safety officer of SLPP and attend all safety related meeting such as safety committee, on job safety training etc. Where the contractual man power is less than 50, the site in charge of the contractor will act as a safety officer and he will perform all the duties of safety officer as mentioned above.
16) No loose connection / joints allowed in electrical cables during performance of any kind of job.
17) All the vehicles shall be fit as per RTO guidelines and valid fitness certificate is required as per RTO guidelines.
18) The Contractor's nominated safety officer shall be imparted regular on-job safety training like tool-box talk etc. and submit a record of such training in safety dept, respective dept and HR&A dept.
19) The Contractor shall comply all the new requirements related with safety as informed by the Safety department from time to time.
20) Penalty to be imposed for Violation of safety norms is proposed as follows:-
    a. The Contractor & Contract workmen shall strictly adhere to Safety standards / Guidelines as per practices. The list provided below is an indicative list to explain the principles behind safety practice.
    b. If the contract workmen fail to comply with safety standards as per category A, B & C below, penalty shall be levied on the contractor as per the table mentioned below

Category	**Classification**	**Examples / Cases**	**Penalty**
A	PPEs Related	Working without helmet, shoes, safety belt, gloves etc	Rs. 100 /- per instant.
B	WI Related	Unsafe working practices at height more than 3 meters	1. Rs. 500 /- per instant. 2. After three incidence, Per incidence Rs. 2500/ 3. Continuous unsafe acts will disqualify the contractor from further participation in tender of GIPCL-SLPP.
C	Unsafe Practices	Breach of safe practices by a particular person repeatedly for three times.	Suspend the entry gate pass for one week. After two suspensions his gate pass will be cancelled.

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

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

3.17 REJECTION OF WORK:

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

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

3.18 GENERAL TERMS AND CONDITIONS:

1. All tools & tackles, labours, equipment's, 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.
2. 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.
3. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
4. Contractor shall depute Location/Package wise full time independent experienced site-in-charge and two nos. of independent site supervisors (each at Phase-1 Boilers and Phase-2 Boilers) 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 SLPP.
5. 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.
6. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.

7. 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.
8. The contractor has to do the job timely. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges.
9. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges.
10. 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.
11. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes& safety helmets, standard dust masks, safety goggles, etc… as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per clause no.3.18.12) and/or termination of contract.
12. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
13. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each activity 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.
14. 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.
15. The contractor has to submit daily reports showing work carried out with details of available manpower, tractors etc.
16. 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.
17. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
18. 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.

19. 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.

3.19 CONTRACTOR'S SUPERVISION

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

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

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

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

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

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

As a part of the work included in this contract, the CONTRACTOR shall completely remove and satisfactorily dispose of all temporary works to the extent directed. He

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

3.21 FACILITIES TO BE PROVIDED BY GIPCL

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

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

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

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

3.22 WORK MEASUREMENT/CERTIFICATION

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

3.23 PUBLIC HOLIDAYS

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

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

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

3.25 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.

3.26 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.

3.27 GOVERNING LAW AND JURISDICTION

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

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

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

4. DETAIL SCOPE OF WORK

4.1. Description of work:

Before, During and Post Monsoon season, following works has to be carried out at mine. For undertaking those activities, Excavator, Dumper and Dozer will have to be engaged. The scopes of work are as follows:

4.1.1. Excavator Ex 200 or similar Capacity of Excavator:

Two separate Ex 200 excavators one for each mine that is Mangrol Lignite mine and Vastan Lignite Mine or similar capacity excavator will be required for following purposes.

For undertaking these activities, Ex 200, will have to be engaged at places where tyre mounted JCB can't be deployed. The scopes of work are as follows:
The scopes of work are as follows:

4.1.1.1 Pre-Monsoon Activities:

- Preparation of Ramp for laying of cable, pipelines for dewatering during monsoon and post monsoon period.
- Shifting of pipelines, panels, sheds, cables, pumps and accessories etc from store yard near Vastan site office to the pumping stations at Mangrol mine, during erection of dewatering system.
- Laying of pipelines and cables etc for mine dewatering.
- Preparation and maintenance of foundation for pumps and panels etc.
- Preparation of footsteps/ walkway
- Preparation of intermediate sumps for collection seepage water at different locations
- Preparation & maintenance of bunds at Valia lignite transportation road passing through Mangrol mine and Vastan mine lease area at regular intervals.
- Trench cutting for burying & removal of power cable.
- Covering of smoke which will release out due to heating from OB benches, lignite benches, lignite stones & from other sources at regular interval at different location within mine area.
- Silt cleaning from the drains and siltation sump/ponds.
- Clearing of drain in and around the Mine site office.
- Spreading of ash for preparation of ash covered road in the mine.
- Cleaning & maintaining drainage around all external dumps i.e. Mangrol mine dumps.
- For trench preparation at dumping area to drain out accumulated water during monsoon.
- Covering of smoke which will release out due to heating from OB/shale benches, lignite Benches & from other sources regularly at different location within mine area.

- Filling & leveling of developed surface cracks, pot holes & depressed area at different Locations at mines.
- Revival of benches at collapsed area.
- For spreading of fly ash to form an impervious layer on the cracked portion on backfilling area.
- Drain preparation for diverting seepage water to sump area.

4.1.1.2 During Monsoon Activities:

- Preparation and maintenance of Ramp for laying of cable, pipeline for dewatering.
- Shifting of pipelines, panels, sheds, cables, pumps and accessories etc within mine as per the requirement as well as from Vastan site office yard to the Mangrol mine pumping stations vise-versa, during breakdown of dewatering system or changing in location of pumping station.
- Laying of pipelines and cables etc. as per requirement.
- Preparation and maintenance of foundation for pumps and panels etc. as per requirement.
- Preparation of intermediate sumps for collection seepage water at different locations as per requirement.
- Trench cutting for burying & removal of power cable.
- Covering of smoke which will release out due to heating from OB benches, lignite benches, lignite stones & from other sources at regular interval at different location within Mangrol mine area.
- Filling of depressed area, eroded areas all along the lignite transportation tar road.
- Covering of Pot holes with fly ash during monsoon period.
- Covering of smoke which will release out due to heating from OB/shale benches, lignite Benches & from other sources regularly at different location within mine area.
- Filling & leveling of developed surface cracks, pot holes & depressed area at different Locations at mines.
- Revival of benches at collapsed area.
- For spreading of fly ash to form an impervious layer on the cracked portion on backfilling area.
- Trench preparation for diverting seepage water to sump area.

4.1.1.3 Post-Monsoon Activities:

- Shifting of pipelines, panels, sheds, cables, pumps and accessories etc from the pumping stations at Mangrol mine to store yard near Vastan site office, during withdrawal of dewatering system.
- Withdrawal of pipelines, pumps, panels, sheds, cables and other associated accessories etc.
- Preparation & maintenance of bunds at Valia lignite transportation road passing through Mangrol mine and Vastan mine lease area at regular intervals.
- Removing of power cable from Trench cutting.
- Covering of smoke which will release out due to heating from OB benches, lignite benches, lignite stones & from other sources at regular interval at different location within Mangrol mine area.
- preparation & maintenance of motorable roads for movement of vehicles within mine area after monsoon period for supervision purpose.
- Filling of depressed area, eroded areas all along the lignite transportation tar road.
- Covering of Pot holes with fly ash during monsoon period.
- Covering of smoke which will release out due to heating from OB/shale benches, lignite Benches & from other sources regularly at different location within mine area.
- Filling & leveling of developed surface cracks, pot holes & depressed area at different Locations at mines.
- Revival of benches at collapsed area.
- For spreading of fly ash to form an impervious layer on the cracked portion on backfilling area.
- Trench preparation for diverting seepage water to sump area.
- Preparation of peripheral road around pit.
- For miscellaneous work as and when required related to mine dewatering, reclamation, fire related work in lignite seam, shifting of waste material etc.

Other than above Excavator is also required for leveling work in the reclaimed area, plantation area, shifting of lighting towers for improving illumination level within mine and for Other emergency jobs incidental to and connected with monsoon work of Mangrol mine and any other emergency jobs & supplementary work.

4.1.1.4 Considering the quantum of the job involved for the period for Two-year, Tentative estimated quantity for deployment of EX-200 or similar capacity machine is 3200 Hours.

4.1.2 Dumper (10Te Capacity):

At least Two no's of 10 te capacity dumpers will be required for following purposes

- For siltation removal from the drain along the lignite transportation road and siltation pond.
- Shifting of material (like HDPE pipes, Pump, switch panel, pontoon, NRV etc.) for dewatering work.
- For miscellaneous work as and when required related to mine dewatering, reclamation, fire related work in lignite seam, shifting of waste material etc.

4.1.2.1 Considering the quantum of the job involved for the period for Two-year (2027-2029), Tentative estimated quantity for deployment of Dumper (10Te Capacity) or similar capacity machine is 400 Hours.

4.1.3 Dozer (BD-65) or similar capacity Dozer:

Dozer will be required for following purposes.

- Leveling of silt material, which will be dumped after cleaning of siltation ponds and drainage in east side of mine.
- The mine has tendency to develop cracks after losing moisture in backfilled area in northern part of Mangrol mine, so for filling of developed surface cracks, pot holes & depressed area at different locations at mine which was earlier being carried out by contractor dozer.
- After every monsoon there are rain cuts on benches at different location, revival of benches is needed by dozer.
- Spreading of fly ash at Mangrol mine on north side and south east side collapsed benches to prevent water to percolate downward, if not done result in further collapse of benches, by a dozer.
- The mine has experienced several collapses of benches in the past, for preventing the further extension of the collapse, reformation of benches & compaction was carried out with the help of Dozers.
- For miscellaneous work as and when required related to mine dewatering, reclamation, fire related work in lignite seam, shifting of waste material etc.

For leveling work in the reclaimed area and other area developed for solar power plant related works at Vastan Lignite Mine and Mangrol Lignite Mine.

4.1.3.1 Dozer will be required for period for Two-year 2027-2029. Considering the quantum of the job involved for the said period, the tentative estimated quantity for deployment of Dozer (BD-65) or similar capacity Dozer is 400 hours.

4.2 SPECIFIC REQUIREMENT

4.2.1 Time Schedule: -

The period of contract will be 02 (Two) Year only.

The zero-date reckoned for the contract shall be the date of issuance of LOI or work order to the successful Bidder.

If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, GIPCL within 10 (ten) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion which shall be final and binding on the contractor, reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL. The period of contract may be extended maximum up to further Three Months

Failure or delay by GIPCL to hand over the Site to the contractor necessary for the executions of the works, or to provide the necessary instructions or any other delay

by GIPCL due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages or compensation thereof, provided, however, that GIPCL may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.

If the quantity awarded remains unexecuted for any reason whatsoever, at the end of Contract period, GIPCL may at its sole discretion grant such extension of time as it may deem fit for the execution of balance unexecuted working hours or any part thereof on the same rates, terms and conditions of the Contract.

If the contractor completes the awarded work quantity before completion of the awarded contract period, GIPCL may its sole discretion award such additional working hours as it may deem fit, at the same rates and same terms and conditions of the contract.

4.2.2 Fitness of Heavy Earth Moving Equipments: -

The Contractor will be required to deploy Excavator, in efficient working condition. The Contractor will be required to maintain adequate competent officials / skilled persons for operation, maintenance, repairs & examinations of machinery. In addition, GIPCL's Engineer or other authorized person, individually or as a joint inspection team, will also examine and verify fitness of these machines. The Contractor will provide full co-operation and help in carrying out these examinations and tests.

However, during any such test/ examination, if the Excavator, Dumper and Dozer is found unfit, the Contractor will forthwith withdraw it from operation in mine for necessary repair and maintenance and will not put it back into operation unless it is again examined and certified fit by GIPCL's Engineer or other authorized person. Further, the Contractor will be responsible for substituting the machinery so that works do not suffer.

The Contractor will be required to deploy heavy earth mining & transportation machinery which are tested, found fit for roadworthy and shall have all safety features as required by DGMS.

All the equipment to be deployed by the Contractor must be maintained in proper working order and be fitted with all the required safety devices mandated by DGMS and equipped with Safety Appliance as per the OSH&WC Code 2020, CMR 2017/ DGMS Circulars/ recommendations of Mines Safety conferences.

4.2.3 Accident etc. and responsibilities of contractor: -

1) The entire responsibility on account of any accidents, damage or personal injury which may occur to any of the contractor's vehicles/ equipment or his/its employees or any outside party shall be exclusively that of the contractor and no claim whatsoever shall be entertained by GIPCL on this account. **The contractor shall keep GIPCL indemnified from all such consequence.**
2) In the event of any breakdown or accident during the course of any operation, the contractor shall notify the facts to the GIPCL or his authorized officer immediately of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instructions of the GIPCL.

3) The contractor shall pay all claims, damages, and compensation with cost arising out of or resulting there from to the third party(s) and in case GIPCL would be required to face any proceedings or to pay any amount on the aforesaid account, it shall be deemed to have been discharged on behalf of the contractor, who will reimburse the cost/expenses to GIPCL.

4.2.4 Work Personnel

1) 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 OWNER indemnified from all liabilities arising out of his action in pursuance of this contract. The E. C. Policy should be obtained from Surat Jurisdiction and shall be assigned to GIPCL. EC policy should cover the specified contract period and nature of work.
2) Contractor shall also obtain additional off-duty coverage insurance policy for all his workers.
3) 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.
4) 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, Mines Act – 1952, CMR - 2017, Mines Rules – 1955, Payment of Bonus Act 1965, Employees Provident Fund and Miscellaneous Provision Act 1952, Industrial Dispute Act 1947, Workmen Compensation Act 1923, Payment of Gratuity 1972, Interstate Migrant Workmen Act 1979, Equal Remuneration Act with Rules, Order and Notifications issued/made there under from time to time.
5) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
6) 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.
    a. The Contractor shall provide and be responsible for payment of Wages, Salaries, Bonus, Social charges, Insurance, Food, Accommodation, Transport, Medical and Canteen facilities and other statutory privileges and facilities to his personnel as per law/rules/regulations and orders of the Central Government, State Government, Local Authorities or other authorities as are in force from time to time. All employees of the Contractor shall be employee of the Contractor.
    b. The contractor shall have a valid Labour 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 SLPP site and furnish the same failing which GIPCL may terminate the contract at its sole discretion.
    c. 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 SLPP Site to the P.F office concerned every month failing which GIPCL will recover from the outstanding payment to the contractor from GIPCL.PF code of Gujarat region should be taken.

d. 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.
e. 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.
f. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
g. 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.
h. The contractor shall take Employee Compensation Insurance Policy for all his employees working at SLPP. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
i. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Employee's Compensation Act, 1923.
j. 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.
k. The Contractor shall not engage / employ persons below the age of 20 years. Employment of women shall be strictly according to applicable laws.
l. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the I.D.Act 1947 or under any other labour laws or for compensation under the Employee's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
m. The contractor shall make payment of wages to his employees on fixed date and should deposit in their Bank Account, 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, along copy of ECR on monthly basis to HR&A dept. for verification and record.
n. 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.

7) 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.
8) 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.

9) Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
10) The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Mines Act 1952, CMR, Mines Rules-2017, , 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.
11) Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill along with copy of ECR.
12) Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
13) 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.
14) 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.
15) 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.
16) 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.
17) 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.
18) 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.
19) Contractor shall abide by all the statutory rules and regulations like P.F, Labour Laws etc.
20) Contractor shall issue an appointment letter to each workmen stating therein the nature of job to be performed by him and fix time for which the concerned workmen are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the workmen has been deployed.
21) 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.
22) Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.

23) 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.
24) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
25) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
26) The Contractor shall depute its own workmen/labor with proper identification to enter the plant premises after ensuring that the jobs are scheduled.
27) 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/labor engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. Any default in complying with the same or any misrepresentation regarding compliance of the same shall compel GIPCL to initiate appropriate civil or criminal proceedings regarding the same.
28) The Contractor shall also comply with the safety requirements and provide his workmen/labor with safety equipment like helmets, Safety shoes, masks, gum boots, Ear plug / Ear muff, a uniform and other necessary PPEs for properly undertaking the operations involved under this contract.
29) Contractor shall nominate /authorize senior experienced person in writing as Site in charge/Engineer/Supervisor to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain available at SLPP site. Contractor has to submit the authority letter and documentary proof for the same. who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job.
30) The Contractor has to maintain daily records dully signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
31) Contractor has to deploy Excavator/ Dumper/ Dozer, machines operators on three shift working basis (8 Hours).
32) List of manpower to be deployed should be submitted.
33) Workmen should have valid authorization and I-card.
34) Workmen should undergo vocational Training at GVTC, Vastan as per category / designation.
35) Workmen should undergo medical examination (IME)
36) List of Machineries to be deployed should be submitted.
37) Road worthiness of vehicle/machine should be taken from Engineer, GIPCL.
38) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.
39) 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.

4.3. 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 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 labor at their own cost.
5. The contractor has to arrange JCB, cultivators, breaker machines & tractor with trolleys for lifting/shifting the materials of their own.
6. Contractor has to depute their full time experienced overall site-in-charge & independent Location/Package wise supervisors for work execution as per specification and for day to day work planning & coordination with respective department's Engineer-in-charge, to obtain day to day Location/Package wise work permits, to get daily location wise work supervision, to record Location/Package wise joint work done reports/measurements/trip certification, to prepare Location/Package wise separate bills, to prepare & apply Location/Package wise manpower gate pass, to maintain Location/Package wise statutory & legal compliance records, etc…

4.4 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.

4.5. 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.

4.6. PRICE & RATES

The rates quoted by the Bidder in the online Price Bid shall be inclusive of cost of all labor, supervision, cost of safety supervisor, shifting, transportation, loading, unloading, equipment, all tools & tackles, safety equipments & PPEs, Royalties, Rents, GST, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties, Turn over Tax, Work Contract Tax, and / or any other duty / tax, levied by the Central, State Government or other Public bodies etc…and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The quoted rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc...

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

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

The price/rate quoted by CONTRACTOR shall be considering mobilization of all required manpower, tools & tackles, materials, equipment for timely and satisfactory completion of all scope of work.

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

4.7. CONTRACT PERIOD

Contract period will TWO year from the date of commencement. (mobilization period will be 15 days from the date of issue of LoI or Work Order whichever earlier).

4.8. TERMS OF PAYMENT

A. Conditions of Payment:

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

made within 21 days of such receipt of a complete invoice as per the following terms of payment:

(i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.

(ii) Security deposit at 10% of Annual contract value shall be submitted as **per clause no.: 3.1 of Section-III.** Security deposit will be returned to the Contractor without any interest after retention period of three months from actual contract completion date as certified by Engineer-in-charge as per **clause no.:3.1.of Section-III.**

(iii) GST shall be paid along with bills after fulfillment of following terms.

(a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).

(b) Citing the service Tax Registration no. And the date of issue of registration certificate on invoices.

(c) Claim of GST amount with percentage (%) separately shown on the invoices.

(d) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.

(e) The Bidder shall inform the GIPCL in the event of its registration certificate is cancelled or discontinued for whatsoever reason.

(iv) At the time of submission of the first monthly RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles, equipments, vehicles etc at site**.** The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the **Section-VII** of tender document along with the RA bill of respective month.

(v) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, Xerox copies of wages register of previous month, Xerox copies of attendance sheet of respective month & copy of ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site.

(vi) The Contractor shall submit his Final Bill within a period of three months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of three months.

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

B. Validity and Uniformity of Rate. The rates shall be valid for a period of two years of the Contract Period and shall remain unaltered during Contract Period. Except, Diesel escalation for EX-200 Machine as per **clause 4.15.**

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

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

(i) **Measurement sheet 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.

4.10 SUBMISSION OF STATUTORY COMPLIANCES WITH EACH BILL

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

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

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

4.11 MEASUREMENT& DAILY REPORTS

Measurements shall be in accordance with the unit of measurements specified in schedule of quantity. Payment will be made for actual work done as per certified by Engineer-in-charge. Contractor shall maintain and submit location wise daily EX-200, DOZER.DUMPER Machine deployment along it's working hours and manpower details as certified by concern mining official on daily basis. Wherever any dispute regarding mode of measurement arise, the decision of the Engineer-in-charge shall be final and binding to the contractor.

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

4.13. QUANTITY OF WORK

The estimated quantities of work required to be carried out by the contractor are as given in the Section-V (Schedule of Quantity). 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.

4.14. GENERAL CONDITIONS OF CONTRACT

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

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

4.15. Diesel escalation formula for EX-200 Machine:

The diesel price escalation will be considered on monthly average as below

- Base rate of services of Excavator in Rs per hour - R
- Base rate of diesel in Rs per Liter – A
- Current average rate of diesel for particular month in Rs per Liter – B (monthly average).

Avg diesel consumption of Excavator per hour is considered as -14 litre/hr.

- New escalated Rate in Rs per hour – E

Formula for Diesel escalation rate:

E = R + 14(B-A) in Rs per hour

New Escalated Rate = Base rate + 14 (current average rate of diesel - Base rate of diesel)

For the purpose of calculating the diesel price escalation, the **base rate of diesel 97.83 Rs / litre** shall be considered as the average **Diesel price (period from 21.05.2026 to 20.06.2026), at Nani Naroli Petrol Pump.**

As given in the formula, the new Approval for rate contract for Services of **EXCAVATOR** derived will be **increased/ decreased** depending upon the rate of the diesel increase/ decrease.

No Escalation other than the diesel escalation of Excavator will be applicable throughout the contract period. No escalation will be applicable on the rates of other equipments.

No escalation will be considered for dumper & dozer services.

4.16. The Successful Bidder shall deploy EX-200, DOZER, DUMPER Machine along with driver throughout the all shifts. If such step is not taken by the contractor, GIPCL will deduct two times of the amount on hourly basis of contract price for that day for maximum 12 hours per day.
In case successful bidder fails to deploy EX-200, DOZER, DUMPER Machine as above, GIPCL shall arrange to carry out the work through other agency at the cost and risk of successful bidder.

4.17 In case of any damage of equipment/machinery due to negligence of contractor or any other reasons attributed to contractor the decision of Engineer In Charge regarding the amount of recovery shall be final and binding subject to a maximum of 10% of contract value. Recovery will be affected from the monthly bills and/or retention money/security deposit.

4.18. If the contractor fails to execute the work as per directions of Engineer (I/c) within the time frame given, GIPCL shall get the work done by third party at the risk & cost of the contractor with 15% additional overhead charges of GIPCL.

SECTION-V

SCHEDULE OF RATE

Rate contract for Services of Excavator, dumpers and Dozer for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for Two-years for Mangrol Lignite Mine and Vastan Lignite Mine.

The Bidders have to carry out all these works together and shall quote firm rate in terms of Rupees.

Sr. No.	Description	Quantity in Hours	Unit	Unit SOR without GST in Rs/Hr	Amount (In Rs.)
1	**Services of Excavator,** for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for Two-year 2027-29 Mangrol Mine and Vastan Mine **The work also includes all scope of work as per Section-IV (Scope of Work & Special conditions of the Contract) (Rs. per Hour)**	**3200.00**	**Rs/Hr**	**1587.42**	**50,79,744.00**
2	**Services of dumpers** for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for Two-year 2027-29 Mangrol Mine and Vastan Mine. **The work also includes all scope of work as per Section-IV (Scope of Work & Special conditions of the Contract) (Rs. per Hour)**	**400**	**Rs/Hr**	**549.74**	**2,19,896.00**
3	**Services of Dozer** for miscellaneous jobs like pre-monsoon, monsoon, post monsoon works and leveling of reclaimed area etc. for mine closure activity for Two-year 2027-29 Mangrol Mine and Vastan Mine **The work also includes all scope of work as per Section-IV (Scope of Work & Special conditions of the Contract) (Rs. per Hour)**	**400**	**Rs/Hr**	**2162.61**	**8,65,044.00**
Total Amount (In Rs.)					**61,64,684.00**
GST (18%)					**11,09,643.12**
TOTAL Amount with GST (In Rs)					**72,74,327.12**

Price includes all taxes.

Note:

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

My rates are as under.

At estimated value

OR _____ %age above the estimated value

OR _____%age below the estimated value.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

SECTION - VI

FORM – A

(To be submitted on Company's Letter Head)

UNDERTAKING FOR UNCONDITIOINAL BID & OBSERVENCE OF CONTRACT CONDITIONS

It is to certify that I/We have gone through the terms & conditions of the bid thoroughly and having examined the Condition of Contract, Specification and Schedule of rates for the execution of the works, I/we offer to supply equipment, execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specifications and Schedule of Rates. Also, having understood & learnt the implications, I/We are making our unconditional price bid offer for the entire works. I/We further confirm that no deviation in any condition is considered or taken into account by us while making our assessment.

I/We undertake, not to assign or sublet the contract or any part thereof or any benefit or interest therein or there under, without the prior written consent of GIPCL. I/We shall take full responsibility in strict supervision on Covering, Maintenance and Withdrawal of Lignite and Limestone Stockpiles by Tarpaulin with the help of experienced and qualified Mining Supervisors and shall take full responsibility for total stability and safety of all Site operations as per the applicable mining laws and rules. I/We assure that all equipment shall be fitted with necessary safety equipment / appliances to take care of the safety and operational comfort of the machines.

I/We also undertake responsibility for full compliance of other applicable Labour & Environment Laws and such other statutes which are / will be applicable while carrying out the Contract work.

To effect our above undertaking, we submit herewith a signed copy of bid document (on each page) as token of our acceptance of all terms and conditions of the bid).

Name of Firm :

Signature of Bidder :

Seal of Company :

Date :

FORM – B

(To be submitted on Company's Letter Head)

DECLARATION ABOUT THE SITE VISIT

I / We do hereby confirm and declare that I/We have independently inspected the various locations of stockyards, covering area for Lignite and Limestone Stockyards points and supply routes and have ascertained & obtained all relevant & necessary information, data, particulars, prevailing wage structure, conditions of services & availability of workforce, facilities available, existing industrial environment and other working conditions etc.

I/We have also studied and understood the works related to Covering, Maintenance and Withdrawal of Lignite and Limestone Stockpiles by Tarpaulin particularly with respect to location and situation of the stockyards and all information about the existing and possible and supply routes for Covering, Maintenance and Withdrawal of Lignite and Limestone Stockpiles by Tarpaulin.

I/We have also assessed the risk associated with the work whether apparent or inherent to the nature of work involved and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work involved in the contract, working conditions of the area, availability of power supply, water supply, men and machinery requirement, availability of land for camp, etc.

I/We do hereby agree and undertake not to raise any dispute and / or objection at any stage on any ground whatsoever, during the currency of the contract if awarded to me/us.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date

FORM – C

(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 amont to disqualification of the Bid being submitted herein.

Signed and Stamped by the
Authorized Signatory
Of the Bidder

FORM – D

(To be submitted on Company's Letter Head)

DEVIATION FROM TENDER TERMS & CONDITIONS

It is hereby confirmed that except for the deviation tabulated hereunder the complete offer is in agreement with the tender terms & conditions. Deviations mentioned at any other place of the bid / covering letter of the bid shall not be binding & deviations mentioned below in this sheet only shall be binding.

Page No.	Clause No	As per tender specifications	Deviation taken	Reason for deviation

_____

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

FORM – E

(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

SECTION - VII

LIST OF ANNEXURES

1. 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. 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 cod

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

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. **ANNEXURE-D**

PERFORMA CERTIFICATE
(No claim, No arbitration)

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

Dear Sir,

Subject:_____

Ref: Work Order No.:_____Dated_____

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.

5. ANNEXURE-E

List of qualifying staff to be submitted with physical documents

Sr. No.	**Name of Supervisor**	Qualification	Experience

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

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

6. ANNEXURE-F

List of Tools & Tackles to be submitted with physical documents

Sr. No.	**Description**	Nos.	Status

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

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

7. ANNEXURE-G

(Performa for daily work done report/measurement sheet)

Name of Work:
Name of Agency:
Work Order No.:

DAILY WORK DONE REPORT FOR DATE: _____

Name of Supervisor of Contractor: _____

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

_____
Sign of Contractor's site-in-charge

Total nos. of trips certified by me

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

Name: _____

Date: _____