

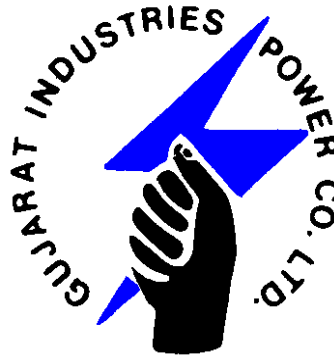


GUJARAT INDUSTRIES POWER COMPANY LIMITED
(Surat Lignite Power Plant)

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;

"Slope Protection Work of diverted Nallah Embankment
using Stone Gabion Work near 75 MW Solar Plant."
Bid No.: GIPCL/75MW SOLAR/CIVIL/NALLAH SLOPE
PROTECTION /2025
nProcure E-Tender ID: 234931



**INSTRUCTIONS TO BIDDERS & CONDITIONS OF
CONTRACT**



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NOTE: All the Bidders should study entire Tender documents carefully and 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.: GIPCL/75 MW SOLAR/CIVIL/NALLAH SLOPE PROTECTION/2025

Name of work	Slope Protection Work of diverted Nallah Embankment using Stone Gabion Work near 75 MW Solar Plant
Estimated cost of work	Rs. 11,58,73,311.63 (Including GST@ 18%) as per SoR (Section-E)
Place of work	GIPCL's 75MW Solar Power Plant near Surat Lignite Power Plant, Village: Nani Naroli, Taluka: Mangrol, Dist.: Surat – 394112 (Gujarat).
Quantity	The successful Bidder will be awarded this contract involving total quantities of various items as mentioned against item descriptions in SOR (Section-E).
Contract period	Total 12 Months as stated in clause 16 (Section-A)/clause 3 (Section-D).
EMD	Rs. 4,91,000/- (Rupees Four Lakh Ninety One Thousand only) by Demand Draft payable at Mosali-Surat/Nani Naroli/Surat or irrecoverable Bank Guarantee in favor of GIPCL from approved Banks mentioned in this tender or through RTGS/NEFT or through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per details mentioned herein under clause no. 07 of Instructions to Bidders.
Cost of tender document / tender fee	Rs.5,000/- (Rupees Five Thousand only), nonrefundable, inclusive of applicable GST, to be submitted through RTGS or through online payment gateway of company's website: www.gipcl.com (online Payment Form) as per details mentioned herein under clause no. 7 of Instructions to Bidders.
Availability of online e-Tender document	On website: https://tender.nprocure.com or https://gipcltender.nprocure.com up to 18.11.2025, 17:30 hrs.
Site Visit	Site visit before submission of bid as per clause no. 4 (Section-A: Instructions to Bidders) at GIPCL (Surat Lignite Power Plant), Village: Nani Naroli, Ta. Mangrol, Dist. Surat.
Last date & time for submission of online tender offer	18.11.2025 up to 17:30 hrs. on website: https://tender.nprocure.com or https://gipcltender.nprocure.com
Submission of EMD either in physical form by way of DD/BG or payment receipts of online EMD payment and online Tender fee payment along with supporting documents for techno-commercial bid in physical form.	On or before 16:00 hrs. of due date of bid submission during working days at office of Surat Lignite Power Plant, Nani Naroli, Dist. Surat
E-Reverse Auction	E-Reverse Auction will be executed through website: https://e-auction.nprocure.com (Schedule will be intimated later on to eligible bidders).



NOTES:

1. Amendment / corrigendum of the tender document, forms, schedules, etc... may be done any time by the GIPCL during the period of publication of tender in the website. The Bidders are required to visit the website regularly till the last date & time of Bid submission.
2. GIPCL reserves the right to reject any or all the tenders without assigning any reason thereof.
3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the tender document, adhering to technical specifications as well.
4. The Bidders are required to submit their Bids online only through the website <https://tender.nprocure.com> or <https://gipcltender.nprocure.com>. (**Tender ID: 234931**).
5. EMD either in physical form by way of DD/BG or copies of payment receipts of EMD and Tender fee paid through RTGS/online along with other supporting documents are to be submitted in physical form in sealed cover/envelop at the following address on or before date & time mentioned above in NIT. At the top of envelop, tender notice no.: **GIPCL/75 MW SOLAR/CIVIL/NALLAH SLOPE PROTECTION/2025** should be superscripted.

Addl. General Manager (O&M), SLPP

Gujarat Industries Power Company Limited

Surat Lignite Power Plant

At Village: Nani Naroli,

Taluka: Mangrol,

Dist.:Surat-394112, Gujarat.

Phone: (02629) 261063-72. E-Mail: khmistry@gipcl.com

6. Bidders are advised to upload the tender well in advance to avoid delay in submission of tenders due to n-procure site related issues. In case of any issues /difficulties cropping up during on line uploading / submission of documents, bidders are requested to inform these well in advance (at least two days before closing of tender) to (n) Code Solutions as mentioned in Section-B of tender and as well as to GIPCL mail to khmistry@gipcl.com



SECTION-A INSTRUCTIONS TO BIDDERS

1. PLANT SYNOPSIS

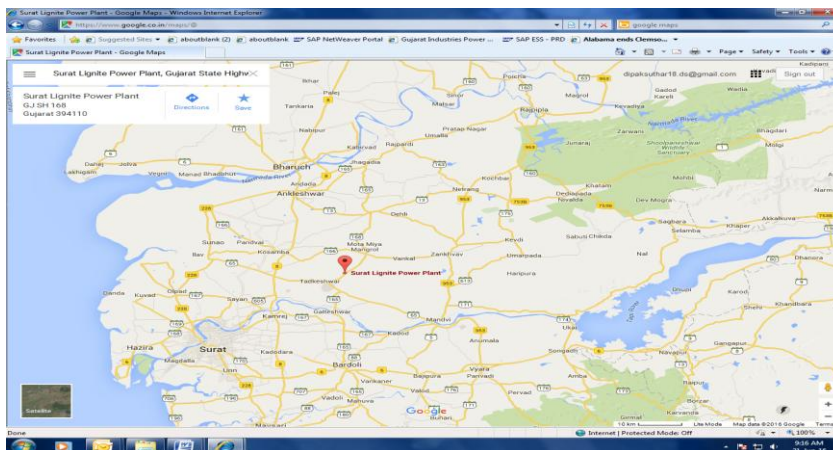
Gujarat Industries Power Company Limited (GIPCL) (henceforth be named Company/GIPCL), is a Premier Power Utility in the State of Gujarat with an installed capacity of 1364.40 MW comprising of various conventional and renewable projects.

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

Surat Lignite Power Plant (SLPP) with four units of 125 MW installed capacity each is located at Village: Nani Naroli, Taluka: Mangrol, District: Surat in Gujarat. GIPCL has also operating its own captive Lignite and Lime Stone Mines close to the Power Plant. The Power Plant is based on Circulating Fluidized Bed Combustion (CFBC) technology for the Boilers, where Lignite is burnt along with Lime Stone in the Combustor of the Boiler. It also commissioned 05 MW solar power station at SLPP in year 2012.

GIPCL has successfully commissioned 442 MW Solar Generating Capacity spread across various locations in Gujarat and 112.40 MW Wind Generating Capacity in the Saurashtra & Kutch region of Gujarat.

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



The Company intends to award the Contract for “Slope Protection Work of diverted Nallah Embankment using Stone Gabion Work near 75 MW Solar Plant” as per detail scope of works for the contract completion period of 12 Months and is therefore inviting open online e-tender offers through **new (n)Procure E-Tender Portal** from experienced & resourceful contractors.



2. SCOPE OF WORK

Objective:

This Scope of Work outlines the technical and executional requirements for slope protection along the diverted Nallah embankment using stone gabion structures. The objective is to ensure slope stability, prevent erosion, and enhance long-term structural integrity of the embankment through the installation of engineered gabion walls, mattresses, and related works.

2.1 Site Clearing and Preparation

The contractor shall carry out complete site clearing and grubbing, including removal of vegetation, bushes, trees, loose stones, rubbish, other unwanted materials and any obstructions from the embankment area including disposal of the same at designated locations and also its approaches, working area, temporary facilities etc to prepare the area for construction.

2.2 Survey and Layout

Before excavation, a detailed site survey using total station shall be conducted jointly by GIPCL & Contractor authorised representative to determine initial levels. This will be used to set out the work to true line, curves, slopes, joint measurement and sections as per the approved drawings.

2.3 Mobilization of Equipment and Tools

The contractor shall mobilize all necessary equipment and machinery, such as Poclain, JCB, dumpers, top covered dumpers, tractor trolley, water tankers, plate compactor, and auto level, along with tools, hoses pipes, and other accessories required to perform the work efficiently.

2.4 Supply of Materials

All materials including gabion boxes, gabion mattresses, geotextiles, stones, lacing wire, and consumables shall be supplied by the contractor and must be GIPCL-approved, BIS-certified, CE-marked, and conform to all relevant technical standards and specifications. The contract shall submit test certificate of each supplied materials. Contractor shall supply all the materials after submitting sample and only after approval of GIPCL with necessary testing as required.

2.5 Earthwork in Excavation and Grading

Excavation shall be carried out in all types of soil to shape the embankment to the required profile. The contractor shall perform grading and dressing to the required slope, level, and alignment as per given bid drawing, site condition and as directed by Engineer in charge. Surplus material shall be disposed of at approved locations including loading, transporting, unloading and levelling.

2.6 Dewatering

During execution of work like, excavation, backfilling and laying of Gabion, the working area shall be dry. The water is passing through diverted Nallah. Hence, contractor shall carry out all



necessary action like diversion of water, making temporary bund, arrangement of dewatering pumps along with DG sets, making temporary drains etc for dewatering to make working area dry as directed by Engineer in charge and without any additional implication to GIPCL. The bidders shall quote their price considering all necessary suitable dewatering arrangements to ensure dry and safe working conditions till completion of the give scope of work

2.7 Fly Ash / Bed Ash Filling for Embankment Formation

Fly ash or bed ash shall be collected free of cost from GIPCL's plant silos and transported in closed trucks by the contractor to the designated stockpile locations. After stockpiling around 5–6 truckloads, water shall be flooded over the ash using hose pipes. The wetted ash shall then be shifted using JCB and dumpers to the embankment, spread in layers, watered, compacted and dressed to achieve the required line, level, and slope as suitable to site condition, given bid drawing and as directed by Engineer-in charge. During free issue, Fly ash slip shall be issued by GIPCL in duplicate. One copy of the same shall be return back to GIPCL with sign & stamp.

2.8 Construction of Gabion Toe Wall

The toe wall shall be constructed using GIPCL approved quality BIS-certified and CE-marked metal gabions of 1.0 meter height, made from double-twisted hexagonal GI wire mesh (10x12 type) as per IS 16014:2018. The wire shall be Zinc + PVC coated (2.70/3.70 mm ID/OD for mesh, 3.40/4.40 mm for edge wire). Gabion boxes shall be provided with internal diaphragms at 1.0 m spacing, filled with approved stones (150–250 mm, LAA < 45) and securely tied using lacing wire (2.20/3.20 mm ID/OD) conforming to IS 16014 and MoRTH Clause 2500 (Specification: IS 16014, MoRTH 2500). The work shall be carried out based on site condition, given bid drawing and as directed by Engineer in charge. The Gabion wall shall be provided based on joint survey of each section/profile and jointly decided the suitable section as directed by Engineer in charge and contractor shall carried out work as per directed by GIPCL Engineer-in charge.

2.9 Installation of Gabion Mattress on Slopes

A 300mm thick gabion mattress of the same specification as the toe wall shall be installed over the slope areas in required line, level, and slope. Proper tying and packing of units is mandatory. The work shall be carried out based on site condition, given bid drawing and as directed by Engineer in charge. The Gabion Mattress on Slopes shall be provided based on joint survey of each section/profile and as directed by Engineer in charge and contractor shall carried out work as per directed by GIPCL Engineer-in charge.

2.10 Installation of Non-Woven Geotextile

Behind the gabion wall and mattress, a CE-marked, MoRTH Type-2 non-woven needle-punched geotextile shall be laid over the prepared surface with overlaps as per design to function as a separation, filtration, and drainage layer. The Installation of Non-Woven Geotextile shall be provided based on joint survey of each section/profile and as directed by Engineer in charge and contractor shall carried out work as per directed by GIPCL Engineer-in charge.



2.11 Stone Supply for Gabion Filling

Hard and durable GIPCL approved quality stones of 150–250 mm size having a Los Angeles Abrasion Value (LAA) of less than 45 and meeting IRC SP 116:2018 shall be supplied, transported, and unloaded by the contractor for filling the gabion boxes and mattresses. The contractor shall take approval from GIPCL before supply of stone. The approved quality stone/rubble shall only be supply at site. GIPCL shall reserve the right to carry out third party testing through GIPCL approved laboratory. If GIPCL reject the Rubble supplied at site, Contractor shall arrange approved other quality rubble and also removed rejected material from site immediately without any additional cost to GIPCL.

2.12 Foundation Bedding Below Gabion Toe Wall

A 300 mm thick stone bedding layer using GIPCL approved quality rubble stones of 150–250 mm size shall be laid below the gabion toe wall foundation, ensuring proper packing, levelling, Compaction of foundation base by Baby Roller, Compactor or any other approved method such as fly ash filling etc and alignment prior to placing gabion units.

2.13 Temporary Approach Roads / Accessibility

The contractor shall construct and maintain suitable approach roads or access paths as required for material movement and work execution without any additional cost to GIPCL. Maintenance of these temporary accesses throughout the project duration shall be in the contractor's scope. The bidders shall quote their price considering all necessary suitable arrangements for temporary road for safe working conditions till completion of the give scope of work

2.14 Barricading, Safety, and Signage

All necessary safety barricades, warning signs, and caution boards shall be installed around the work area. Provision and enforcement of personal protective equipment (PPE) for all workmen in line with GIPCL's safety norms shall be ensured throughout the contract duration.

2.15 Environmental Compliance and Dust Control

The contractor shall comply with all applicable environmental regulations, including measures to control dust by water spraying, and to minimize fly ash dispersion during loading, unloading, and transportation using enclosed or tarpaulin-covered trucks.

2.16 Final Site Dressing and Finishing

Upon completion of the gabion and embankment works, the contractor shall carry out final dressing of the site including removal of excess materials, debris, and restoration of surroundings to a neat and clean condition to the satisfaction of GIPCL.

2.17 Testing and Quality Control

All work shall conform to relevant IS, MoRTH, and IRC specifications. The contractor shall carry out field and laboratory tests including compaction, LAA value, mesh conformity, etc., as per the approved Quality Plan using GIPCL-approved third-party labs without any additional



cost to GIPCL. All testing of materials cost shall be born by contractor. The bidders shall quote their price accordingly.

2.18 Measurement and Acceptance of Work

Measurement of completed works shall be carried out jointly by the contractor and GIPCL's representative as per mode of measurement. Acceptance of work shall be based on visual inspection, field tests (compaction, alignment, level), and compliance with technical specifications.

2.19 Documentation and Handing Over

The contractor shall submit all relevant documentation, including as-built drawings, test certificates, QA/QC reports, and daily progress logs. The final bill shall be processed only after successful completion and certification of work by GIPCL.

2.20 Quantity Variation

The quantities indicated in the Schedule of Rates are tentative and may vary depending on site conditions. No claims for variation shall be entertained. The contractor shall execute the complete work as per actual site requirements and as directed by GIPCL Engineer in charge within the quoted rates.

2.21 Scope Completeness and Inclusive Responsibility

Partial bids that do not cover the entire scope as detailed in this document and the tender shall be rejected. All miscellaneous, associated, or incidental activities necessary for the complete and satisfactory execution of the work — whether or not specifically mentioned — shall be deemed to be included in the contractor's quoted rate

2.22 Preparation and Submission of Method Statement and JSA/HIRA

The contractor shall prepare and submit detailed Method Statements for all significant construction activities, including but not limited to site preparation, excavation, gabion installation, and embankment works. Additionally, a comprehensive Job Safety Analysis (JSA) or Hazard Identification and Risk Assessment (HIRA) shall be conducted for all tasks to identify potential hazards and specify appropriate mitigation measures. These documents must be submitted to and approved by GIPCL prior to the commencement of the respective

The detailed scope of work is further described in Clause No. 1 of Section-D (Special Conditions of Contract). The technical activity estimate sheet is provided in Section-E, and the reference drawing is enclosed separately

3. GENERAL INSTRUCTIONS

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



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



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

4. PLANT VISIT

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

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

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

Any error in description or quantity or omission in the contract document shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to scope of works, magnitude of the works, location, right of way, accessibility, soil condition, dewatering requirement, requirement of equipment, tools & tackles, safety PPEs, making site safety arrangements, manpower, supervisors, labour, etc. Contractor has to complete the work in accordance with the contract documents irrespective of any defects, omissions or errors that may be found in the contract documents.

BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as access to site, working location, approach to work, communication, transport, working condition including Vegetation, dewatering requirements, movement of excavator & Dumpers, examine the location for keeping Rubble, Fly ash & Bed ash, local shifting/transportation of rubble stone & ash, accommodation for their labour, quantum of dusting & temperature variations at specified work locations, importance of work, round the clock working conditions, site safety requirements, right of way, the type and number of equipment, manpower & machinery & facilities required for the satisfactory & timely completion of work, the quantity of various items of the work, the availability of local labour, local working conditions, uncertainties of weather, obstructions & 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.

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

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

- 5.1** Bidder should possess minimum **Three years** of experience **during last five years** ending last day of the month previous to the one in which tender is invited, in similar nature of jobs like Slope protection work using Gabion Boxes, Gabion mattress, Non-Woven Geotextile for Embankments of River, Nallah or any other steep earth protection work for Power Plant, Process Industries, Corporations, Govt Bodies, Corporate, Institutes and should enclose proof of the same. Bidder shall submit necessary evidence for the same like self-attested copies of work orders/Work Execution/Work Completion certificates from clients. The work completion certificate shall comprise of Order value & Executed value. Bidders should have executed the work directly. The work executed as a sub-contractor or subletting agency shall not be taken in to consideration.
- 5.2** Bidder should produce **evidence of having successfully completed similar works (as per above clause no. 5.1) during last five years ending last day of the month** previous to the one in which tender is invited, satisfactory progress of ongoing works etc... secured from clients along with self attested copies of documentary evidence preferably photo copies of work experience. The experience should be either of the following.

The experience should be either of the following

- a. One similar completed/executed work each costing not less than the amount equal to Rs. 6,95,24,000/-**
- OR**
- b. Two similar completed/executed works each costing not less than the amount equal to Rs. 4,63,49,325/-**
- OR**
- c. Three similar completed/executed works each costing not less than the amount equal to Rs. 3,47,62,000/-**

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

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

- 5.3 Tender fee:** The tender fee of Rs. 5,000/- (Rupees Five Thousand only), including applicable GST (non-refundable) shall be submitted through RTGS or through online payment as per details provided in clause no. 7 herein under. **Demand Draft will not be accepted for Tender Fee**



- 5.4 EMD:** The EMD of Rs 4,91,000/- (Rupees Four Lakh Ninety-One Thousand only), shall be accompanied in the form of DD/RTGS/online or irrevocable Bank Guarantee given by Bank as described in subsequent clause no. 7 herein under.
- 5.5** Bidder should have separate Employees Provident Fund code number towards registration of firm with RPF commissioner, as applicable.
- 5.6** Attested copies of relevant documents duly signed & seal on each & every page shall be submitted. GIPCL may verify the documents, experience certificates issued by concern authority. After opening of technical Bid, if any required attested documents found missing in the Technical Bid submitted by the Bidder, the tender inviting authority may inform to that Bidder by E-mail to submit the missing required documents within stipulated time limit. If Bidder/Bidders fail to submit within stipulated time, their Bid will be declared technically disqualified and no further correspondence will be entertained.
- 5.7** Bidder should have average annual turnover of **Rs. 3,47,62,000/- during** last three financial years **i.e.** (average of financial year 2022-23, 2023-2024 & 2024-25). Bidder shall furnish annual audited financial statement duly certified by Chartered Accountant for the last three financial years as above to demonstrate the financial healthiness of the company. The balance Sheet and Profit & Loss Account must be in the name of the company. Any type of MOU for this purpose will not be entertained.
Note: In case, the annual turnover is less than the statutory guideline which does not require audit, the bidder shall submit the turnover certificate from Chartered Accountant.
- 5.8** The Bidder has to submit INCOME TAX Permanent Account Number (PAN) and GST registration number as applicable. Copies of the same shall be submitted.
- 5.9** The net worth of the bidder should be positive as evidenced from audited accounts of last financial year (2024-25), audited (or whereas per extant laws of the land audit is not applicable, certified) by a qualified Chartered Accountant who should be a member of the Institute of Chartered Accountants of India.
- 5.10** In case Bidder is a Consortium/Joint deed of undertaking of company, the above requirements/credential of consortium leader/bidder shall be considered unless otherwise specifically mentioned in the tender.
- 5.11** If Bidder or its Partner(s) or Director(s) is /are/was Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party may be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Bidder shall have to submit "Declaration for Contractual Litigations" as amended in Annexure-F in Section-F / Form attached.
- 5.12** Bidder shall have to submit the "Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations" as amended in Annexure-F in Section-F / Form attached.
- If any Major Violation of any safety law(s) / Rule(s) is / are found during the preceding Three (3) years, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.
 - If any of the details submitted in the prescribed Annexure-F in Section-F / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence



shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

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

Site Visit is mandatory prior to submission of bid to understand the scope of work, working conditions, site conditions, location of Rubble yard & fly/ashed ash silo, equipments, tools & tackles, labour deployment, associated risk, surrounding etc .

6. LANGUAGE OF BID

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

7. EARNEST MONEY DEPOSIT (EMD) AND TENDER FEE

- 7.1 An EMD of Rs.4,91,000/- (Rupees Four Lakh Ninety-One Thousand only) and Nonrefundable Tender fee Rs.5,000/- (Rupees Five Thousand only) inclusive of applicable GST shall accompany with Bid. Tender fee shall be submitted through RTGS/ online mode of payment only as per details provided herein under.
- 7.2 The EMD shall be submitted in the form of DD/irrevocable Bank Guarantee in favor of Gujarat Industries Power Company Limited from all Nationalized Banks or Axis Bank, ICICI Bank, HDFC Bank, Kotak Mahindra Bank, IndusInd Bank, Federal Bank, Bandhan Bank, IDBI Bank and Karur Vysya Bank as per Proforma of irrevocable BG enclosed with this e-tender under Section-F.

Bank for EMD DD

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

Payable at :

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

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

RTGS detail:

1. BANK NAME:- **State Bank of India**
2. BRANCH:- **Nani Naroli**
3. IFSC CODE:- **SBIN0013423**
4. BENEFICIARY NAME: **Gujarat Industries Power Company Limited**



5. A/C No.- **33514692834**

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

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

7.9 **SCHEDULE OF EMD, TENDER FEE & OTHER SUPPORTING DOCUMENTS**

Details of EMD & Tender fee paid by RTGS/online mode or EMD in physical form by way of DD/irrevocable BG (as applicable) with other documents duly self-attested to be submitted in physical form in sealed cover as per details mentioned in NIT on or before the due date & time of closing of the tender. Bid No. shall be mentioned at the top of cover/envelope.	Address for Submission: Addl. General Manager (O&M),SLPP GUJARAT INDUSTRIES POWER CO. LTD., (Surat Lignite Power Plant) Village: Nani Naroli, Taluka: Mangrol, District: Surat. PIN: 394112, Gujarat. Phone : 02629-261063 Email IDs for submission of soft/scanned copies of documents: khmistry@gipcl.com
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8. **SUBMISSION OF BIDS**

A: MODE OF SUBMISSION

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

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

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

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

- 1. Qualification and experience of Site-in-charge.



2. Schedule of deviation (Annexure-G under Section-F) Technical as well as commercial, if any.
3. Qualification & experience of Supervisors/Engineers (if applicable).
4. List of available equipment, tools & tackles which are required to perform the scope of works as specified in this tender Annexure-E under Section F.

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

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

(b) Price Bid:

1. Percentage Rate Price Bid shall be submitted only in soft form through e- portal system.
Note: Estimated SOR amount (Section-E) includes cost of all manpower, GIPCL approved quality materials (except fly/bed ash), supervision, insurance, equipments, vehicles, consumables, tools & tackles, transportation, expenditure towards site safety & safety PPEs, Legal & Statutory compliances, mobilization-demobilization, all taxes & duties (Including GST) etc... Price Bid shall be submitted only in soft form through e-portal system.
Total Estimated SoR Amount is including GST by considering present GST rate @18%.
2. Bidder's % offer will be on **Total Estimated Amount (including GST)** and in Invoice/Bill, GST shall be mentioned separately as per extant GST Laws 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 / Equal to Estimated Amount OR Above _____%age on Estimated Amount OR Below _____%age on Estimated Amount".
4. The quantities shown in the SoR (Section-E) are approximate and may vary as per actual execution requirement



5. Contractor shall deploy labour/workers & supervisors in sufficient numbers to ensure proportionate progress and quality workmanship of the degree specified in this contract and to the satisfaction of the Company
6. The Bidder shall fill the Bid documents with utmost care in consonance with the instructions contained in the Bid documents.
7. **Rates will remain firm throughout the contract period and any extension thereof**, if required, to complete entire scope of work and shall not be subject to any escalation in price, idle charges for labour, machinery, overhead expenses etc.. **There will not be any escalation/compensation to the contractor against any revision and/or change in rate of materials, fuels, MWR (Minimum Wage Rates), etc... whatsoever.**

B: METHOD OF TENDERING/SIGNATURE ON BIDS

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

9. MODIFICATION AND WITHDRAWAL OF BIDS

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

10. POLICY FOR BIDS UNDER CONSIDERATION

- a. Bid shall be deemed to be under consideration immediately after opening of the bid and till official intimation of award/rejection made by the Company to the Bidders.
- b. While the Bids are under consideration, Bidders and / or their representative or other interested parties are advised to refrain from contacting by any means, the Company. The Engineer, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be



necessary. The Bidder will not be permitted to change the price or substance of the Bid after the Bid has been opened.

11. EFFECT AND VALIDITY OF THE BID

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

12. OPENING OF BIDS

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

12.2 Preliminary Examination:

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

12.2.2 Arithmetical errors will be rectified on the following basis:

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

13. EVALUATION & COMPARISON OF BIDS

- 13.1 GIPCL shall evaluate the Bids received and accepted by it to ascertain the lowest evaluated Bid in conformity with the specifications of the tender documents.
- 13.2 The Technical Bids will be examined for minor matters regarding qualification of bids. Subsequent to correspondence with the respective bidders, the decision of Tender Committee will be final.
- 13.3 All responses to requests for clarifications shall be in writing and shall be presented to the Company through e-mail or in a sealed envelope on or before the given date requested by the Company. If the Technical clarifications sought by the Company do not reach the Company on or before due date, the Bid will be rejected.
- 13.4 The comparison of all the Bids shall be carried out with reference to the scope of work as per the technical specification. Any deviation/omission shall be evaluated at highest quoted price of the deviation/omission quoted by any of the Bidder. In case a separate price (for omission) is not given by any other Bidder,



a reasonable price of the same shall be taken & the same shall be binding to the Bidders.

- 13.5 The commercial deviation, if any, shall be loaded to bring all the Bids at par. The loading shall be carried out at an interest rate of 2% above PLR of SBI.
- 13.6 A Bid to be substantially responsive shall be one which on evaluation confirms to all the terms, conditions and specifications of the Bid documents without any material deviation or reservation.
- 13.7 For the above referred purpose, a 'material deviation' shall be one which:
 - (a) Which affects in any substantial way the scope, quality or performance of the contract, or
 - (b) Which limits in any substantial way and in a manner inconsistent with the Bid documents, GIPCL's right or the Bidder's obligations, under the contract, or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

14. RIGHT OF REJECTION OF TENDERS

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

15. AWARD OF CONTRACT

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

16. CONTRACT PERIOD

- 16.1 The contract will be for a period of 12 (Twelve) Months from the date of LOI or Work Order, whichever is earlier.
- 16.2 GIPCL reserve the right to short close the contract at any time by giving one month notice period without assigning any reason and without any compensation

17. ASSIGNMENT AND SUB-LETTING

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



18. **CONTRACTOR'S OBLIGATIONS**

A: DEPLOYMENT & RESPONSIBILITY OF MANPOWER

- (i) The Contractor shall deploy suitably qualified and sufficient manpower for timely & satisfactorily execution of the works under the contract.
- (ii) The Contractor shall deploy sufficient skilled, Semi-skilled and Un-skilled manpower separately to properly complete the job in given/scheduled time.
- (iii) The Contractor shall depute its own workmen/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, security check, pre-employment medical fitness check-ups & induction safety training for all the workmen/labour engaged at the GIPCL site is done and necessary documents regarding the same shall be submitted to the GIPCL's authorized representative/officer-in-charge. 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 by contractor :
 - a) Safety shoes (standard approved ISI make)
 - b) Safety helmet (standard approved ISI make in yellow colour only)
 - c) Safety Goggles / face shield.
 - d) Ear plug / Ear muff.
 - e) Hand gloves like electrical hand gloves / cotton hand gloves / Chemical hand gloves.
 - f) Full body double harness Safety belt.
- (vi) Contractor shall nominate /authorize senior experienced person in writing as site in charge to co-ordinate with GIPCL engineer and who shall bear overall responsibility for performance of the contract. Such person shall remain always available at site or site office allotted to the contractor at SLPP site. Contractor has to submit the authority letter and documentary proof for the same.
- (vii) The Contractor shall appoint a supervisor who shall co-ordinate with GIPCL's Engineer In - Charge for daily entrusted job. They have to maintain daily records duly signed for the works carried out and duly certified by Engineer-In-Charge. The Contractor in co-ordination with the Engineer-In-Charge shall ensure the availability of adequate manpower to carry out the job satisfactorily on a daily basis. As per the instruction of Engineer-In-Charge they have to allot the work and execute the same in specified time limit.
- (viii) During execution of the works, one or more jobs may be required to be done simultaneously and the Contractor shall mobilize additional resources accordingly.

B: TOOLS & TACKLES:

- (i) All standard tools & tackles and equipments (including as specified in Annexure-E of Section-F) required to execute the contract are in the scope of the contractor. The contractor should ensure that tools & tackles are in healthy & working condition. All consumable items would be in the scope of the contractor **(Note: If work is suffered due to want of sufficient manpower, tools & tackles,**



vehicles, equipments and/or required consumables/materials then 25% of the total job cost plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws will be levied as a penalty for each and every instance).

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

19. CLARIFICATION OF BIDDING DOCUMENTS

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

20. TIME SCHEDULE

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

21. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS

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

22. PAYMENTS

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



23. POINTS TO BE CONSIDERED DURING QUOTING ONLINE PRICE BID

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

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

24. QUANTITIES

The quantities specified are estimated and for tendering purpose only. Payment will be made, based on actual work done as 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-B INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING & E- REVERSE AUCTION

SR. NO.	DESCRIPTION
1.	Tender documents are available only in electronic format and same can be downloaded from the website: https://tender.nprocure.com or https://gipcltender.nprocure.com and It can also be viewed from Company's website www.gipcl.com
2.	Price bid should be submitted online through the website https://gipcltender.nprocure.com only. No physical submission of price bid will be entertained as it should be furnished on-line only
3.	Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contact (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India
4.	All bids should be digitally signed. The bidders are required to contact at the below mentioned address for detailed training on on-line tendering and also for requirement. (n) Code Solutions - A division of GNFC Ltd. 403, GNFC Info tower, S.G Road, Bodakdev, Ahmedabad – 380054 (Gujarat, India). Toll Free: 7359021663 Tel: 079-26857315/316/317 E-mail: nprocure@ncode.in , 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 online submission of bid in order to avoid non-participation in case of any technical issues (website and/or network) at last moments.

E-REVERSE AUCTION:

- 1) GIPCL reserves the right to conduct E-Reverse auction through (n) Procure platform.
- 2) E-Reverse auction shall be conducted amongst (a) the lowest 50% eligible bidders (rounded to the next higher whole number) from the total bids received OR (b) Minimum three (03) lowest bidders, whichever is higher, shall be invited for participation in e-Reverse Auction through n-procure platform.
- 3) Opening Price (including GST), Decrement 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 (including GST).



- 5) To participate in e-Reverse Auction, Bidders have to create e-Auction USER ID on website: <https://e-auction.nprocure.com> that the bidder shall be allowed to participate the e-Reverse Auction.
- 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: **7359021663**
Phone No. 079-26857315 / 316 / 317,
Fax: 079-26857321 / 40007533, Email: nprocure@ncode.in

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



SECTION-C GENERAL CONDITIONS OF CONTRACT

1. CONTRACT SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE

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

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

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

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

2. RECOVERY CLAUSE

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

3. DEDUCTIONS FROM CONTRACT PRICE

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



4. TERMINATION OF CONTRACT BY GIPCL

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

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

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

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

5. FAILURE & TERMINATION

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

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



6. SETTLEMENT OF DISPUTES

- a. Any disputes or difference of opinion between parties arising out of the contract to the extent possible shall be settled amicably between the parties. If amicable settlement cannot be reached all the disputed issues shall be resolved through arbitration before a Sole Arbitrator appointed by Managing Director, GIPCL according to the provisions of the Arbitration And Conciliation (Amendment) Act, 2019, as amended from time to time. The place of arbitration shall be at Vadodara/ Surat or any other place within state of Gujarat.
- b. Work under the contract shall be continued by the contractor during arbitration proceedings unless GIPCL shall order suspension thereof or any part thereof in writing or unless the matter in such work cannot possibly be continued unless the decision of the Arbitration proceedings is obtained.

7. INTERPRETATION OF CLAUSE

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

8. EMPLOYEE'S COMPENSATION INSURANCE

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

9. STATUTORY REQUIREMENTS

a. COMPLIANCE OF LABOUR LAWS

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

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



- 2.2. The contractor shall have a valid license obtained from Licensing Authority under the Contract 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.
- 2.3. The Contractor shall at the time of execution of the contract have a EPF Code Number obtained from the Authorities concerned under the Employees Provident & Miscellaneous Provisions Act, 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.
- 2.4. The Contractor shall maintain all records/registers required to be maintained by him under various labor laws mentioned above and produce the same before the Statutory Authorities whenever required.
- 2.5. The Contractor shall also submit periodical reports / returns to the various statutory authorities such as the Contract Labour (Regulation & Abolition) Act-1970, Employees Provident Fund Act etc. Under intimation to HR&Admn.Dept.
- 2.6. The Contractor shall not pay less than the Minimum Wages notified by the Government from time to time to his employees of corresponding categories.
- 2.7. The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law as per applicable rates.
- 2.8. The contractor shall take Workmen Compensation Insurance Policy for all his employees working at GIPCL. The contractor shall indemnify the company against any liability due to any work injury or accident to any of its employees.
- 2.9. The Contractor shall in the event any of his workmen / employee sustains any injury or disablement due to an accident arising out of and in the course of his employment, provide necessary medical treatment and pay compensation as applicable, required under the Workmen's Compensation Act, 1923.
- 2.10. If any of the persons engaged by the Contractor misbehave with any of the officials or the Company or commit any misconduct with regard to the property of the Company or suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 2.11. The Contractor shall not engage / employ persons below the age of 18 years. Employment of women shall be strictly according to applicable laws.
- 2.12. GIPCL will have right to deduct and disburse the claims of the individual / parties being a principal employer on any account whatsoever in relation to their employment with the contractor. The Security deposit will be released to the contractor at the end of the contractual tenure subject to an undertaking by the contractor that in the event any of his workmen or the heirs of workmen puts up a claim for recovery of money due to him from the contractor before the appropriate authority under the Industrial Disputes,1947 or under any other labor laws or for compensation under the Workmen's Compensation Act, 1923 and the appropriate authority has given a direction for making payment the contractor will meet the same or indemnify GIPCL if in the event GIPCL pays it as Principal Employer.
- 2.13. The contractor shall make payment of wages to his employees on fixed date within the period specified under the applicable Law, in presence of representative of the company. He will submit a true copy of wage sheet, attendance register and P.F. remitted challans on monthly basis to HR&A dept. for verification and record.
- 2.14. The Contractor shall provide Safety items / kits to his employees such as safety shoes, goggles, ear plugs, hand gloves, safety belts etc., if any, required under the law.
- 2.15. The contractor shall conduct pre-induction and periodic medical checkup of his workmen as per applicable laws.



- 2.16. The contractor shall be solely responsible for any accident caused to his workers and should adhere to all rules / regulations as per labor laws of Government and other statutory laws as applicable.
- 2.17. The contractor should register himself under the Contract Labor Act, Employee Compensation Act and PF Act (Code no. to be mentioned) and submit the copy of registration certificate and should possess the same from the date of commencement of work, failing which the contract is liable to be cancelled. The E.C. Policy copy should be submitted to the GIPCL before commencement of the work and Labor License should be obtained within one week from the date of issue of form-V. Contractor should apply for Form-V immediately after receipt of LOI. A copy of Labour License shall be submitted to GIPCL, HR & A Department.
- 2.18. Contractor shall have to insure his workmen /supervisors etc. under Group Insurance scheme.
- 2.19. The Contractor shall be responsible for compliance of all statutory rules, regulation, act enforced from time framed by the government such as Factory Act, Employee Compensation Act, payment of 'Wages Act', Minimum Wages Act', Provident Fund Act, All Labor Laws/ Acts in respect of employees engaged by him for the work and shall have to maintain necessary records. In case any amount becomes due to be payable by him to his employees or to the Government under the above rules, regulation, Acts, GIPCL reserves the right to recover the same from the running bill of the contract.
- 2.20. Documentary evidence of deposit of PF paid shall have to be produced by the contractor along with the next bill.
- 2.21. Records as per the provisions of various statutory Acts will have to be maintained by the contractor and submitted as and when required.
- 2.22. All employees of contractor should maintain due discipline and respect local sentiments. GIPCL reserves the right to direct the contractor to remove any such person who does not comply with it.
- 2.23. The list is indicative in nature and not an exhaustive one. Any amendment/alteration/Notifications or addition to the existing Law or a new statute shall automatically and immediately become applicable.
- 2.24. All laws, rules, regulations, notifications, etc. stated in this tender document shall be applicable as amended from time to time. Where applicable self-certified true copies of the required documents to be furnished, unless stated otherwise explicitly

b. LEGAL ASPECTS

1. Contractor shall maintain all register required under the Labour Laws and make the payment as per the Minimum Wages Act to the workers employed by him/her.
2. Contractor shall obtain requisite license to carry out this contract under the provisions of Contract Labour Act, 1970 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/her and fix time for which the concerned labourers are likely to be deployed. Contractor shall also issue a temporary identity card specifying the period for which the labourer has been deployed.
7. Contractor is fully liable for the persons engaged by him/her for above work; however, GIPCL reserves the right to deduct any amount legally justified towards any liability not fulfilled.
8. Contractor shall indemnify GIPCL from any liabilities arising out of the employment of the manpower.
9. If the contractor fails to complete the allocated job within specified time frame, GIPCL shall get the work done by third party at the risk and cost of contractor.

10. PAYMENT OF WAGES

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

11. ACCIDENT TO WORKMEN

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

12. LIGHTING

Contractor shall arrange & provide sufficient General area lighting as well as work area specific lighting. Contractor shall also arrange DG set of required capacity for day to day work requirements and lighting requirements-

13. NIGHT/SUNDAY/HOLIDAY SHIFT

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

14. SAFETY ASPECT

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



When contractor moves his/her lifting tools and tackles to the plant area, required test certificates as per the 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/her to safety Deptt. Safety Deptt will check for quantity and quality of the safety gears and then allowed permission of work. Poor quality material will not be allowed to take inside the Plant. If quantity of required safety equipments is not satisfactory, contractor will not be allowed to carry out the work using such safety gears inside the Plant for the work.

15. **GENERAL SAFETY CLAUSES**

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

Helmet :

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

Safety shoes :

SR. No.	Name of Manufacturer	Model
1	Acme Fabrik Plast Co.	SSTEELE (Strom) – Double Density
2	Acme Fabrik Plast Co.	TRIMAX(Adjacent) – Double Density
3	Favourite Safety Products.	Waves Nile D/D
4	Favourite Safety Products.	FSP Nile DD

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



Safety shoes should be heat, water, oil and chemical resistant, having an anti-slippery sole of 15298- 2002 make.

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



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

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



		certificate, Cylinder cap, NRV / Flash back arrester, Cylinder trolley etc.	the contractor from further participation in tender of contract with GIPCL-SLPP.
		Unsafe working practices at height more than 3 meters	
		Working without permit or non-compliance with permit conditions like hot work, height work etc. as applicable, lifting tools and tackles being used without third party inspection certificates in form no. 9/10 as per Factory Act – 1948 etc..	
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.

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

25. Electrical safety

- All the electrical apparatus including welding machine (either 3-phase or single phase) should be provided with Earth Leakage Circuit Breaker (ELCB/RCCB/RCBO) of 30mA rating.
- Bidder/Contractor should ensure periodic checking of ELCB provided in their electrical apparatus.
- Bidder/Contractor should ensure that there should not be any joint in the power supply cable of any machine. All cables should be in good condition with no bare insulation or frayed wires
- Any power supply switchboard/extension boards brought by Bidder/Contractor should have ELCB of 30mA rating and it should have sockets along with 3-pin plug.
- Any type of cable brought by Bidder/Contractor should not have any joint and should be of sufficient capacity for the respective job.
- Bidder/Contractor to bring their own 24V rating portable hand lamps along with cable of (apparatus should be having 230V / 24V transformer) for the temporary lighting arrangement required at site for the respective jobs.
- Bidder/Contractor should bring sufficient quantity no. of temporary light fixtures (230V or 24 V as per requirement of job/contract), extension boards, cables to draw supply from nearest power point.
- Hand-held and portable machines shall be equipped with a built-in switch to switch off power in case of emergency
- Bidder/Contractor to ensure healthiness of their electrical equipment whenever brought to GIPCL site and get them tested / verified by GIPCL Electrical Department representatives before start using.



- j. Bidder/Contractor to ensure - All portable electric apparatus shall be regularly examined, tested and maintained to ensure that the apparatus and leads are in good order.
- k. Only three-core cable shall be used for single phase operated tools with the third core connected to earth.
- l. Ensure that all metallic portable appliances are provided with 3 pin plug and socket connections with third pin be connected to the ground terminal where ever possible. Also, the metal work of the apparatus is effectively earthed.
- m. All cables and connections should be sound and of adequate capacity and properly insulated while using any welding machine and other power connections.
- n. The earthing arrangements should be properly made with earthing clamps or a bolted terminal while using any welding machine
- o. Electric holders when not in use, should be placed on an insulated hook or the holders should be fully insulated while using any welding machine
- p. Whenever the welder stops or leaves work for any appreciable time, the power supply to welding machine shall be effectively disconnected while using any welding machine
- q. GIPCL will provide either single phase OR 3-phase 3 wire power supply from the nearby point at job site. Bidder/Contractor to supply the required cable between GIPCL power supply point to equipment brought by Bidder/Contractor for the specified job. Further, if Bidder's/Contractor's equipment requires 3-ph 4 wire supply then they should derive 3-ph 4 wire supply from GIPCL 3-ph 3 wire supply system by incorporating sufficient capacity transformer. Like for hydro jet cleaning system, mixer machine, induction heating machine, SR machine etc., GIPCL will provide 3-ph 3 wire power supply.
- r. Cable between welding machine to GIPCL power supply point should have cable TOP plug towards GIPCL power supply point of Make BALS having rating as 63 Amp.

Contractors not following above electrical safety points at any point of time are liable to penalty and their machine/ apparatus shall be seized by GIPCL

16. REJECTION OF WORK:

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

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



deducted by the GIPCL from any amount due, or to become due, to the CONTRACTOR.

17. GENERAL TERMS AND CONDITIONS:

- a. All tools & tackles, labours, equipments, approved materials (except bed/fly ash), consumables etc... to execute the contract are in the scope of the contractor. The contractor should ensure that tools & equipments are in healthy condition.
- b. The decision of the Engineer-in-charge shall be final and binding on the contractor for defining the terms and condition included in this contract.
- c. If the work is not found satisfactory, Engineer-in-charge reserves the right to take suitable action.
- d. Contractor shall depute full time independent experienced site-in-charge and independent site supervisors at site. They shall co-ordinate with GIPCL engineer and shall bear overall responsibility of contract including joint measurement, billing etc. Such person shall function from site office of contractor at SLPP.
- e. Contractor shall also nominate one independent 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. **GIPCL reserves the right to hold the work in case contractor not deployed safety supervisor and a penalty equal to Rs.1,000/- per working day absent of safety supervisor shall be levied from Contractor.**
- f. Contractor shall strictly follow the existing work permit system of the GIPCL and any future revisions.
- g. The contractor has to take EC insurance policy for their workmen. The contractor has to submit labor license and PF account number to the Engineer-in-charge before start the work.
- h. The contractor has to do the job timely. Progressive work targets shall be achieved for each area as decided during first kickoff meeting. GIPCL shall not compromise in delay. In case of delay of work without any valid reason, the GIPCL reserves the rights to carry out the work by deploying other agencies at the risk & cost of contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- i. Contractor shall mobilize the resources as per need within the period of four hours. If the contractor fails to mobilize sufficient resources to complete the job in time, GIPCL will execute the job through other agency at the risk and cost of the contractor with additional 10% overhead charges plus applicable GST as per extant GST Laws & other taxes & duties as per applicable extant laws.
- j. Contractor should mobilize all resources for efficient & smooth execution of contract within seven days from the date of issue of Letter of Intent/Work Order.
- k. The prices / item rates quoted (based on quoted % above/equal or below SoR) shall remain firm till completion of the contract and any agreed extensions thereafter and is valid even if the contract is split and shall not be subject to any escalation, idle charges for labor, machinery, overhead expenses etc... due to any reason whatsoever. No price escalation / idle charges shall be entertained due to delay in work on unavailability of work front, non-issue of work permit, holding of work permit for any reason, unavailability of contractor's supervisor, unavailability of contractor's safety supervisor, violation of safety rules, unsafe act by any of



contractor's worker, negligence & ignorance of safety & quality instructions of GIPCL Engineer-in-charge or any other reason whatsoever.

- i. Contractor must fulfill all the safety regulations and to take safety measures to avoid hazards. Contractor shall arrange all standard adequate healthy safety PPEs like but not limited to approved quality safety shoes & safety helmets, standard dust masks, safety goggles, etc... as required and shall use exclusively under this contract for all the time during working at specified locations failing which, the Engineer-in-charge may hold the work and will take necessary action including penalty as decided. If the contractor repeatedly violates safety rules/regulations (more than three successive incidents), Engineer-in-charge may take necessary action against the contractor, including appropriate financial penalty (Maximum of Rs. 1,000/- per incident per man-day and as per above clause no. 15) and/or termination of contract.
- m. One or more jobs may be required to be done simultaneously and contractor shall mobilize additional resources accordingly.
- n. Timely completion of all jobs and works shall be the essence of this Contract. Contractor should closely monitor each 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.
- o. The contractor has to complete the works as per the planning schedule and their respective supervisor has to interact with Engineer-In-Charge for PTW (Permit to work), work instruction, Return of permit.
- p. The contractor has to submit daily reports showing work carried out with details of available manpower, material etc.
- q. Any job other than the listed jobs in work order shall be executed by the contractor on instruction from GIPCL and payment shall be made to the contractor on respective item rate only.
- r. The Government of India has enacted the Micro, Small and Medium Enterprises Development Act, 2006 (the "Act") and the Act has come into force from October 2, 2006. The Bidder shall confirm whether your organization is registered under the Micro, Small and Medium Enterprises Development Act, 2006. If your organization is registered under the Act, please specify the category i.e., Micro Enterprise, Small Enterprise or Medium Enterprise under which it is registered and kindly attach a copy of your registration certificate.
- s. The Bidder shall provide details of registration along with copy of the registration certificate issued by the District Industries Centre/Department of Industries, etc of the respective State Government. It is to be noted that large scale industries and trading firms have been excluded from the purview of the Act.
- t. GIPCL is an ISO 9001-2015 (Quality), ISO 14001-2015 (Environment), 45001-2018 (OH&S) and 50001-2018 (EnMS) certified company, and GIPCL gives extreme importance to maintain these global standards. Contractor shall be required to observe these standards as amended time to time while working with GIPCL. Contractor should ensure that his workmen/labour work in accordance with them.

18. CONTRACTOR'S SUPERVISION

The contractor shall, during the whole time the work is in progress, employ a qualified experienced site-in-charge of the works with adequate experience in handing of jobs of this nature and with the prior approval of the GIPCL / ENGINEER. Such in-charge shall be constantly in attendance at the site during working hours. During CONTRACTOR'S supervisory engineer absence during working hours, if unavoidable, and also beyond



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

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

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

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

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

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

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

20. FACILITIES TO BE PROVIDED BY GIPCL

- A.** The Company shall provide the following facilities to the Contractor at the site:
 - a. Quarter/room & food for supervisors/ engineers on chargeable basis in GIPCL's township at Narmada Guest house if available. Food for supervisors/ engineers on chargeable basis at GIPCL's Industrial Canteen as available. If not available,



contractor to make his own arrangement for lodging and boarding locally or as appropriate at his cost.

- b. 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.
 - c. First aid facilities as available on chargeable basis. If not available contractor to make his own arrangement for the same locally or as appropriate at his cost.
- Apart from the above, no other facilities shall be provided by GIPCL.

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

21. WORK CERTIFICATION

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

22. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions. If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement.

For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

23. INDEMNITY

The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur



as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

24. GOVERNING LAW AND JURISDICTION

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

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



SECTION-D SPECIAL CONDITIONS OF CONTRACT

1. DETAIL SCOPE OF WORK

The scope of work covered by this specification, in general, comprises the Slope protection work of Nallah at both side Embankment using Stone Gabion near North side of 75 MW Solar plant (South Block) at GIPCL, At & Post: Nani Naroli, Taluka: Mangrol, Dist.: Surat

The work shall be carried out as per the detailed scope of work of specification & item description (Section-E), drawing and as directed by Engineer-in charge to suit the site condition. The attached bid drawing is only for reference, the execution shall be as per suit to site condition and the dimension and size will be vary during actual execution.

Objective:

This Scope of Work outlines the technical and executorial requirements for slope protection along the diverted Nallah embankment using stone gabion structures. The objective is to ensure slope stability, prevent erosion, and enhance long-term structural integrity of the embankment through the installation of engineered gabion walls, mattresses, and related works.

1.1 Site Clearing and Preparation

The contractor shall carry out complete site clearing and grubbing, including removal of vegetation, bushes, trees, loose stones, rubbish, other unwanted materials and any obstructions from the embankment area including disposal of the same at designated locations and also its approaches, working area, temporary facilities etc to prepare the area for construction.

1.2 Survey and Layout

Before excavation, a detailed site survey using total station shall be conducted jointly by GIPCL & Contractor authorised representative to determine initial levels. This will be used to set out the work to true line, curves, slopes, joint measurement and sections as per the approved drawings.

1.3 Mobilization of Equipment and Tools

The contractor shall mobilize all necessary equipment and machinery, such as Poclain, JCB, dumpers, top covered dumpers, tractor trolley, water tankers, plate compactor, and auto level, along with tools, hoses pipes, and other accessories required to perform the work efficiently.

1.4 Supply of Materials

All materials including gabion boxes, gabion mattresses, geotextiles, stones, lacing wire, and consumables shall be supplied by the contractor and must be GIPCL-approved, BIS-certified, CE-marked, and conform to all relevant technical standards and specifications. The contract shall submit test certificate of each supplied materials. Contractor shall supply all the materials after submitting sample and only after approval of GIPCL with necessary testing as required.



1.5 Earthwork in Excavation and Grading

Excavation shall be carried out in all types of soil to shape the embankment to the required profile. The contractor shall perform grading and dressing to the required slope, level, and alignment as per given bid drawing, site condition and as directed by Engineer in charge. Surplus material shall be disposed of at approved locations including loading, transporting, unloading and levelling.

1.6 Dewatering

During execution of work like, excavation, backfilling and laying of Gabion, the working area shall be dry. The water is passing through diverted Nallah. Hence, contractor shall carry out all necessary action like diversion of water, making temporary bund, arrangement of dewatering pumps along with DG sets, making temporary drains etc for dewatering to make working area dry as directed by Engineer in charge and without any additional implication to GIPCL. The bidders shall quote their price considering all necessary suitable dewatering arrangements to ensure dry and safe working conditions till completion of the give scope of work

1.7 Fly Ash / Bed Ash Filling for Embankment Formation

Fly ash or bed ash shall be collected free of cost from GIPCL's plant silos and transported in closed trucks by the contractor to the designated stockpile locations. After stockpiling around 5–6 truckloads, water shall be flooded over the ash using hose pipes. The wetted ash shall then be shifted using JCB and dumpers to the embankment, spread in layers, watered, compacted and dressed to achieve the required line, level, and slope as suitable to site condition, given bid drawing and as directed by Engineer-in charge. During free issue, Fly ash slip shall be issued by GIPCL in duplicate. One copy of the same shall be return back to GIPCL with sign & stamp.

1.8 Construction of Gabion Toe Wall

The toe wall shall be constructed using GIPCL approved quality BIS-certified and CE-marked metal gabions of 1.0 meter height, made from double-twisted hexagonal GI wire mesh (10x12 type) as per IS 16014:2018. The wire shall be Zinc + PVC coated (2.70/3.70 mm ID/OD for mesh, 3.40/4.40 mm for edge wire). Gabion boxes shall be provided with internal diaphragms at 1.0 m spacing, filled with approved stones (150–250 mm, LAA < 45) and securely tied using lacing wire (2.20/3.20 mm ID/OD) conforming to IS 16014 and MoRTH Clause 2500 (Specification: IS 16014, MoRTH 2500). The work shall be carried out based on site condition, given bid drawing and as directed by Engineer in charge. The Gabion wall shall be provided based on joint survey of each section/profile and jointly decided the suitable section as directed by Engineer in charge and contractor shall carried out work as per directed by GIPCL Engineer-in charge.

1.9 Installation of Gabion Mattress on Slopes

A 300mm thick gabion mattress of the same specification as the toe wall shall be installed over the slope areas in required line, level, and slope. Proper tying and packing of units is mandatory. The work shall be carried out based on site condition, given bid drawing and as directed by Engineer in charge. The Gabion Mattress on Slopes shall be provided based on joint survey of each section/profile and as directed by Engineer in charge and contractor shall carried out work as per directed by GIPCL Engineer-in charge.



1.10 Installation of Non-Woven Geotextile

Behind the gabion wall and mattress, a CE-marked, MoRTH Type-2 non-woven needle-punched geotextile shall be laid over the prepared surface with overlaps as per design to function as a separation, filtration, and drainage layer. The Installation of Non-Woven Geotextile shall be provided based on joint survey of each section/profile and as directed by Engineer in charge and contractor shall carried out work as per directed by GIPCL Engineer-in charge

1.11 Stone Supply for Gabion Filling

Hard and durable GIPCL approved quality stones of 150–250 mm size having a Los Angeles Abrasion Value (LAA) of less than 45 and meeting IRC SP 116:2018 shall be supplied, transported, and unloaded by the contractor for filling the gabion boxes and mattresses. The contractor shall take approval from GIPCL before supply of stone. The approved quality stone/rubble shall only be supply at site. GIPCL shall reserve the right to carry out third party testing through GIPCL approved laboratory. If GIPCL reject the Rubble supplied at site, Contractor shall arrange approved other quality rubble and also removed rejected material from site immediately without any additional cost to GIPCL.

1.12 Foundation Bedding Below Gabion Toe Wall

A 300 mm thick stone bedding layer using GIPCL approved quality rubble stones of 150–250 mm size shall be laid below the gabion toe wall foundation, ensuring proper packing, levelling, Compaction of foundation base by Baby Roller, Compactor or any other approved method such as fly ash filling etc and alignment prior to placing gabion units.

1.13 Temporary Approach Roads / Accessibility

The contractor shall construct and maintain suitable approach roads or access paths as required for material movement and work execution without any additional cost to GIPCL. Maintenance of these temporary accesses throughout the project duration shall be in the contractor's scope. The bidders shall quote their price considering all necessary suitable arrangements for temporary road for safe working conditions till completion of the give scope of work

1.14 Barricading, Safety, and Signage

All necessary safety barricades, warning signs, and caution boards shall be installed around the work area. Provision and enforcement of personal protective equipment (PPE) for all workmen in line with GIPCL's safety norms shall be ensured throughout the contract duration.

1.15 Environmental Compliance and Dust Control

The contractor shall comply with all applicable environmental regulations, including measures to control dust by water spraying, and to minimize fly ash dispersion during loading, unloading, and transportation using enclosed or tarpaulin-covered trucks.



1.16 Final Site Dressing and Finishing

Upon completion of the gabion and embankment works, the contractor shall carry out final dressing of the site including removal of excess materials, debris, and restoration of surroundings to a neat and clean condition to the satisfaction of GIPCL.

1.17 Testing and Quality Control

All work shall conform to relevant IS, MoRTH, and IRC specifications. The contractor shall carry out field and laboratory tests including compaction, LAA value, mesh conformity, etc., as per the approved Quality Plan using GIPCL-approved third-party labs without any additional cost to GIPCL. All testing of materials cost shall be born by contractor. The bidders shall quote their price accordingly.

1.18 Measurement and Acceptance of Work

Measurement of completed works shall be carried out jointly by the contractor and GIPCL's representative as per mode of measurement. Acceptance of work shall be based on visual inspection, field tests (compaction, alignment, level), and compliance with technical specifications.

1.19 Documentation and Handing Over

The contractor shall submit all relevant documentation, including as-built drawings, test certificates, QA/QC reports, and daily progress logs. The final bill shall be processed only after successful completion and certification of work by GIPCL.

1.20 Quantity Variation

The quantities indicated in the Schedule of Rates are tentative and may vary depending on site conditions. No claims for variation shall be entertained. The contractor shall execute the complete work as per actual site requirements and as directed by GIPCL Engineer in charge within the quoted rates.

1.21 Scope Completeness and Inclusive Responsibility

Partial bids that do not cover the entire scope as detailed in this document and the tender shall be rejected. All miscellaneous, associated, or incidental activities necessary for the complete and satisfactory execution of the work — whether or not specifically mentioned — shall be deemed to be included in the contractor's quoted rate

1.22 Preparation and Submission of Method Statement and JSA/HIRA

The contractor shall prepare and submit detailed Method Statements for all significant construction activities, including but not limited to site preparation, excavation, gabion installation, and embankment works. Additionally, a comprehensive Job Safety Analysis (JSA) or Hazard Identification and Risk Assessment (HIRA) shall be conducted for all tasks to identify potential hazards and specify appropriate mitigation measures. These documents must be submitted to and approved by GIPCL prior to the commencement of the respective work. The contractor shall strictly adhere to the approved Method Statements and safety plans throughout the project duration.



The scope of work shall include providing, supplying, and laying of all required materials; safe storage and handling of materials; loading, unloading, transportation, shifting, labour, supervision, consumables such as fuel, lubricants, diesel, petrol, oil; all tools, tackles, plant & equipment, machinery, and all required resources for execution of the job. This also includes all leads and lifts, wastage, and necessary auxiliary works — whether or not explicitly specified — that are required for the successful and timely completion of the entire scope as per specifications and directions of the Engineer-in-Charge.

The contractor shall be responsible for safe storage of materials at site and shall protect them from theft, damage, weathering or deterioration. Waste, debris, and surplus materials shall be disposed of promptly and in accordance with applicable environmental norms.

The contractor shall arrange dewatering at no additional cost by deploying suitable capacity pumps, bunds, channels, etc., to keep the working area dry and accessible during the entire work period.

A full-time qualified site supervisor or engineer shall be engaged by the contractor for daily supervision, coordination, safety enforcement, quality control, and assistance in measurements as instructed by GIPCL’s Engineer-in-Charge.

All works shall be carried out within the contractually specified time period and shall conform to high standards of engineering practice, technical specifications, proper line and level, drawings, quality plan, and workmanship. All instructions issued by GIPCL’s Engineer-in-Charge shall be followed strictly.

Contractor shall be fully responsible for compliance with all applicable labour laws, statutory regulations, and safety norms — including timely payment of wages, insurance, ESI, PF, use of PPEs, and provision of a safe working environment as per GIPCL norms.

The quantities indicated in the Schedule of Rates (Section-E) are indicative and may vary depending on site requirements. The contractor shall carry out the complete scope of work as directed by the Engineer-in-Charge, within the quoted/agreed rates, irrespective of actual quantity deviations.

1.23 GENERAL SCOPE OF CONTRACTOR

1. Provision of Tools, Tackles & Equipment

The contractor shall provide all tools, tackles, and equipment necessary for executing the works efficiently. This includes, but is not limited to, Poclain, JCB, Dumpers, Tractor-Trolleys, Water Tanker, Portable DG Sets (for temporary electricity), dewatering pumps, and other minor equipment such as shovels, metal pans, crowbars, and pickaxes. Equipment must be in good working condition and meet all safety and operational standards. An indicative list is attached as Annexure-E, Section-F; however, any additional tools or machinery required to complete the job shall also be arranged by the contractor at no extra cost to GIPCL.



2. Site Utilities and Infrastructure

The contractor shall arrange construction power and water at their own cost. Water may be shifted using tankers from designated or nearby sources. GIPCL will not provide dedicated electrical or water connections.

3. Storage and Security Responsibility

The contractor shall make their own arrangements for secure and weather-protected storage of all construction materials, tools, PPEs, consumables, and equipment. GIPCL will not be responsible for any theft, loss, or damage. The contractor is advised to deploy watchmen or security personnel at their own cost.

4. Accommodation, Office, and Welfare Facilities

Necessary arrangements for labour accommodation, contractor's site office, storage units, and first-aid facilities shall be made by the contractor at their own cost, ensuring compliance with labour welfare norms and site safety standards.

5. Deployment of Site In-Charge

A full-time, experienced site in-charge shall be deployed by the contractor to coordinate daily activities, ensure progress, supervise execution as per specifications, assist with joint measurements, maintain site documentation, and liaise with GIPCL's Engineer-in-Charge.

6. Workforce Safety and PPEs

All workers must be provided with required PPEs, such as helmets, safety shoes, gloves, jackets, masks, etc., by the contractor. PPE usage must be enforced at all times on site. Non-compliance may attract penalties and removal from site.

7. Material Traceability and Certification

The contractor shall maintain a register of all construction materials brought to the site, along with test certificates, manufacturer details, and batch information. Materials without supporting documents may be rejected.

8. Submission of Field Quality Plan (FQP)

The contractor must submit a Field Quality Plan for approval before commencing the work. The FQP shall cover material testing, frequency of inspections, acceptance criteria, and corrective actions to be taken in case of non-conformity.

9. Labour Laws & Statutory Compliance

The contractor shall strictly adhere to all applicable labour laws and statutory requirements such as payment of minimum wages, provision of EPF, ESI, insurance, safety, and compliance with Gujarat Factory Rules and the Building & Other



Construction Workers (BOCW) Act. All statutory registers and records must be kept updated and available for inspection at all times.

10. Trained First-Aiders and Emergency Response

The contractor shall ensure that at least one trained first-aid responder is available at the site during working hours. A fully stocked first-aid kit must be maintained, and any medical emergencies must be handled by the contractor at their own cost.

11. Housekeeping and Waste Management

The contractor shall maintain cleanliness at the site by regularly disposing of construction debris, packaging, and waste. Disposal must be done in an environmentally compliant manner, and no extra payment will be made for the same.

12. Work Discipline and Conduct

Workers employed by the contractor must maintain discipline, follow instructions from GIPCL representatives, and adhere to safety and quality norms. Any worker found involved in unsafe acts, theft, or misconduct shall be removed immediately upon instruction by GIPCL.

13. Responsibility for Damage to Property

Any damage caused by the contractor or their workers to GIPCL’s property, assets, roads, or utilities shall be rectified by the contractor at their own expense. GIPCL reserves the right to recover the cost of such damage from RA bills if not rectified promptly.

14. Final Site Clearance and Demobilization

After completion of the work, the contractor shall demobilize all manpower, remove tools and equipment, clear debris and excess materials, and hand over the site in a neat and acceptable condition.

1.24 PLANNING & MONITORING OF WORK PROGRESS

1. Project Planning Meeting:

Within 7 days of award of work (Letter of Intent or Work Order, whichever is earlier), the Contractor shall conduct a detailed project planning meeting with GIPCL representatives. The Contractor shall submit a comprehensive work execution schedule, resource mobilization plan, and milestone targets for the timely completion of slope protection works within the stipulated contract period.

2. Mobilization of Resources:

The Contractor shall mobilize all necessary manpower, materials, equipment, and resources at site within 7 calendar days from the date of Lol or Work Order, whichever is earlier. Failure to mobilize sufficient resources or to maintain the agreed progress



after written notice from GIPCL shall entitle GIPCL to arrange execution of the pending work through alternate agencies at the Contractor's risk and cost. In such event, the Contractor shall also be liable to pay an additional 10% overhead charge including applicable GST on the cost incurred by GIPCL.

3. Periodic Progress Review:

The Contractor shall ensure the presence of the Owner, Proprietor, or Partner (authorized representative) at GIPCL Surat Lignite Power Plant office for periodic progress review meetings, held at least once a month or as required by the Engineer-in-Charge. These meetings will review project progress, resolve bottlenecks, and plan future activities to ensure compliance with schedule and quality standards.

4. Comprehensive Scope Compliance:

It is expressly understood that the scope described herein is indicative and not exhaustive. The Contractor shall perform all necessary works, whether specifically mentioned or not, to complete the entire scope in all respects, within the agreed time and in full compliance with applicable specifications, quality, and workmanship standards.

1.25 TOOLS & TACKLES AND EQUIPMENTS

For proper execution of the contract, the contractor is required to arrange sufficient quantity of tools & tackles and equipments in good working condition with sufficient quantity of materials at site. Contractor is required to maintain sufficient number of standard tools & tackles including Shovel, Iron pan, Line dori, Plumb bob, curing pipes, Ropes, Scaffolding Pipes & Clamps, MS Jaali, etc. in good working condition at site.

The estimated list of such equipments, tools & tackles is provided under Annexure-E of Section-F herein under. Contractor shall note that this list is not exhaustive and if any additional tools & tackles and equipments are required for proper performance of the contract, the contractor shall also arrange the same immediately with no extra cost to GIPCL.

1.26 FAILURE DURING EMERGENCY

During any emergencies, contractor shall have to carry out the work by deploying additional force within twenty-four hours' notice period failing which GIPCL reserves the right to carry out this work by engaging other party. The expenditure occurred due to such situations, the Contractor will be held responsible & the same will be recovered from the Contractor's monthly bill / any other pending bills along with 10% overhead charges, including GST. For repetitive failure of such work for more than two incidents, GIPCL reserve the right to terminate the entire contract by forfeiting all pending dues, Security Deposit & other retention money, if any, after giving 15 days' notice to the contractor & this will be binding to the contractor.

1.27 SCHEDULE OF ACTIVITIES

Contractor shall deploy suitable manpower along with supervisors to carry out the activities of scope of work. The contractor shall deploy their sufficient supervisors &



site-in-charge for day to day monitoring, to check the site requirements regularly and to get the certification of work done on daily basis from concerned GIPCL's representatives. Various activities shall be carried out as directed by GIPCL.

1.28 DISPOSAL OF MATERIAL

Contractor shall be responsible for removal and disposal of all the scrap materials, surplus materials, debris and cleaned stuff etc at designated locations. GIPCL will not be held responsible for any subsequent consequences regarding improper disposal of material.

1.29 TO REMEDY DEFECTIVE WORK

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

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

1.30 DAILY DIARY AND PROGRESS REPORT

A daily diary register will be kept in the ENGINEER'S office. The CONTRACTOR will supply all detailed information every day at 9:00 hours for the day preceding and the diary will be jointly signed by the ENGINEER and the CONTRACTOR'S representatives, every day in token of its correctness. A works instruction book, serially numbered will also be kept in the ENGINEER'S office and all day to day instructions will be given in that book. The CONTRACTOR'S representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them. The CONTRACTOR shall provide all information regarding procurement of materials and progress of work, as is required by the ENGINEER for compiling the weekly progress reports. This information shall be provided by contractor at 9:00 hours every Monday, for the preceding week.

1.31 MODE OF MEASUREMENT

Earthwork in Excavation (SOR item no 1 to 4) :-

Earthwork excavation quantity shall be based on initial level (before start of excavation work) and final level (after excavation completion) shall be taken by GIPCL Survey team using total station theodolite along with contractor's representative. The volume of excavation shall be carried out shall be calculated using total station by GIPCL shall be binding to the contractor.



Fly ash Filling (SOR Item no 5) :-

The mode of measurement of fly ash filling shall be based on actual work done. The same shall be jointly measured at site by GIPCL & contractor representative. However, the same shall be also verified based on weighment record at GIPCL weighbridge based on density of ash and deducting wastage. The Level record carried out through GIPCL survey team for excavation shall be also conceded for calculation of fly ash filling measurement calculations.

Gabion Mattress (SOR item no 7):- Top plan area of Gabion Mattress actual laid at site shall be considered for measurement based on satisfactory actual work done as site based on joint measurement sheet duly signed by GIPCL & contractor representative.

Non-Woven Geotextile (SOR item no 8) :- For measurement, plan area of actual laid Non-woven Geotextile shall be considered for measurement based on satisfactory actual work done as site based on joint measurement sheet duly signed by GIPCL & contractor representative. Please note that Overlap, Wastage etc shall not be payable.

Supplying of Stones (SOR item no 9) :- For measurement for supply of stone, the actual utilized stone for Gabion shall be considered for payment based on satisfactory actual work done as site based on joint measurement sheet duly signed by GIPCL & contractor representative.

1.32 FINAL APPROVAL OF APPROVED VENDOR OF GABION, GABION MATTRESS & NON-WOVEN GEOTEXTILE

Before finalization of approved vendor for Gabion, Gabion Mattress and Non-Woven Geo textile bidder shall submit credential and arrange factory visit of Supplier to ensure approved product quality, Lab testing facility etc.

1.33 MATERIAL DISPATCH CLEARANCE AND MATERIAL INWARD

Bidder shall take approval for dispatch of for Gabion, Gabion Mattress and Non-Woven Geo textile by physical/online inspection for dispatch clearance and Submit one copy of material invoice with GIPCL Entry gate stamp & Sign.

2. PRICE & RATES

This is SoR based contract and final value will be derived by applying contractor's quoted percentage rate above / equal or below on GIPCL's provided estimated SoR value (including GST) after e-reverse auction. The item rate shall be inclusive of cost of all approved materials like Gabion Boxes, Gabion Mattress, Non-Woven Geotextile, Rubble/Stones, Fine aggregates, etc and other required materials (except bed/fly ash), safe storage of materials, wastage, operators, helpers, labour, supervisors, survey work, consumables like but not limited to petrol, diesel, oil, lubricants and all the required tools & tackles, equipments, machineries like Poclain, JCB, Water Tanker, Tractor-Trolleys, Dumpers, Closed Trucks, Plate Compactor, Dewatering Pump with Hose pipes, Water Tanker etc..., loading-unloading, transportation, mobilization & de-mobilization, idle charges of labours, operators, drivers, machineries, equipments during unavailability of front or due to unavoidable circumstances or any reasons whatsoever, safety equipments & PPEs, Royalties, Rents, Stamp Duties, Central or



State Government or Local body or Municipal Taxes or Duties or any other duty / tax (total estimated value is including GST), 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 whole item rates shall be deemed to include for everything mentioned in the specification, all leads & lifts, contractor's overheads & profits for due performance of the work under this contract and such other costs that are not specifically mentioned herein but will be incurred by the contractor for the satisfactory and timely completion of the work. The rates shall also include cost for mobilization / demobilization of manpower, equipments, materials, etc... as per work requirement.

Rates will remain firm throughout the contract period and any extension thereof. There will not be any escalation/compensation to the contractor against any revision in MWR (Minimum Wage Rates) and shall not be subject to any escalation in material prices, idle charges for labour, machinery, overhead expenses etc. No price escalation / idle charges shall be due to any reason whatsoever.

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

Contractor shall deploy labour/workers & supervisors in sufficient numbers and quality to ensure workmanship of the degree specified in this contract and to the satisfaction of the Company.

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 remain unchanged and the payment shall be made as per the actual quantity executed as informed & certified by GIPCL representatives.

3. CONTRACT PERIOD

Contract period for completion of the given scope of work shall be 12 (Twelve) Months from the date of issue of Lol or Work Order whichever earlier.

The Contractor should prepare a detailed activity wise detail time schedule jointly with the Engineer-in-Charge within 07 days of receipt of LOI/Work Order as per contract period with each milestone. The WORK shall be executed strictly as per the time schedule which includes the time required for mobilization, testing, rectification (if any) and completion of given scope of work in all respects in accordance with Contract Document to the entire satisfaction of the Engineer-in-Charge.

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



Contractor shall not have any right for time extension or compensation or price escalation on account of delay due to late handing over of particular front by the GIPCL or any other reason whatsoever. However, GIPCL at its sole discretion may grant time extension only against the justifications submitted by the contractor in writing at the same rate terms & conditions. Clause Nos. 1 & 12 shall be prevailed.

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

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

4. TERMS OF PAYMENT

A. Conditions of Payment:

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

- (i) 100% of monthly RA bill along with 100% taxes shall be released against the work executed duly certified by GIPCL. Income Tax (IT) will be deducted at source from monthly RA bills as per the rules in force.
- (ii) Contract Security deposit/irrevocable PBG at 10% of contract value excluding GST shall be submitted as per clause no.: 1 of Section-C. Security deposit/irrevocable PBG will be returned to the Contractor without any interest after successful completion of defect liability period from actual contract completion date as certified by Engineer-in-charge and as per clause no.: 1 of Section-C.
- (iii) GST shall be paid along with bills after fulfillment of following terms.
 - (a) Submission of copy of registration certificate issued by GST Authority (to be furnished only once).
 - (b) Citing the GST Registration no., HSN/SAC Code and the date of issue of registration certificate on invoices.
 - (c) Citing GIPCL's GST no. along with contractor's GST registration no. and the date of issue of registration certificate on invoices.
 - (d) Claim of GST amount with percentage (%) separately shown on the invoices.
 - (e) The contractor shall be required to submit the proof of payment of GST of previous month/quarter, as may be applicable as & when demanded by GIPCL/Owner/company.
 - (f) Contractor shall inform the Owner in the event of its registration certificate is cancelled or discontinued for whatsoever reason.
 - (g) The contractor shall also mention on their invoice the HSN/SAC code as applicable under the GST laws under which GST is levied and a self-certified authentic third-party evidence (www.cbic-gst.gov.in) shall be adduced to that effect by the contractor.

- (iv) At the time of submission of the first RA Bill, the Contractor shall submit a certificate from Engineer-in-charge regarding availability of tools & tackles,



equipments, etc at site as desired by GIPCL. The Contractor shall also furnish the checklist as per **ANNEXURE-A** enclosed with the Section-F of tender document along with the RA bill of respective month if applicable.

- (v) While making running account payment, the following deductions may be made by GIPCL, if applicable:
 - (1) Cost of materials issued, if any, by GIPCL and to the extent consumed in the work.
 - (2) Security deposit recoverable if any.
 - (3) Advance on materials / work progress advance payments, if any.
 - (4) LD/Penalty for delayed delivery, penalty for delayed execution of work, recovery of charges for the work done by other contractor due to delay or any other reason, if applicable
 - (5) Any other dues recoverable by GIPCL from the contractor under the contract.
 - (6) Any applicable taxes under any law for the time being in force, eg. TDS, etc.
- (vi) The contractor along with monthly RA Bill shall submit copy of P.F. Challan, wages register of previous month, attendance sheet of respective month & ECR statement indicating the employee and employer's P.F contribution of previous month with respect of employees employed by him for the contract at GIPCL site if applicable.
- (vii) The Contractor shall submit his Final Bill within a period of four months of the expiration or earlier termination of the contract or any extensions that may be granted by GIPCL to the Contractor. GIPCL shall not entertain any bill for any work item after expiration of period of four months. After the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL, the bidder to submit no claim no arbitration certificate to GIPCL for the latter to pay the Final Bill.
- (viii) The Contractor shall include all his claims in the Final Bill submitted by him and accordingly the final bill submitted by the Contractor shall be deemed to be inclusive of all and whatsoever the claims that the Contractor may have from GIPCL. The Contractor shall not be entitled to claim any amounts which are not mentioned in the Final Bill and the Contractor shall be deemed to have waived any claims not mentioned in the Final Bill and shall not be entitled to recover the same from GIPCL subsequent to the submission of the Final Bill on any account and GIPCL shall stand absolved of all its liabilities in respect of any such claims not raised by the Contractor in his Final Bill.
- (ix) Submission of statutory compliances with periodical/monthly RA Bill/Final RA Bill (Refer clause no 8 below)

B. Validity and Uniformity of Rates

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

5. SCOPE OF GIPCL

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

- a. Quarter/room & food for supervisors/ engineers on chargeable basis in GIPCL's township at Narmada Guest house if available. Food for supervisors/ engineers on chargeable basis at GIPCL's Industrial Canteen as available. If not available, contractor to make his own arrangement for lodging and boarding locally or as appropriate at his cost.



- b. 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.
 - c. First aid facilities as available on chargeable basis. If not available contractor to make his own arrangement for the same locally or as appropriate at his cost.
- Apart from the above, no other facilities shall be provided by GIPCL.

6. **MODE OF MEASUREMENT**

Payment will be made for completion of work of particular structure in all respect as certified by concern Engineer-in-charge of GIPCL by measuring the area as per specifications.

Measurements shall be in accordance with the unit of measurements specified in schedule of quantity up to three decimal places. Payment will be made for actual work done of finished product as per field joint measurements certified by Engineer-in-charge.

The measurement shall be in item wise unit mentioned in Schedule of Quantity/Price Schedule for finished product of work done as per mode of measurement provided in detailed technical specifications for each item. The measurement will be as per the unit of measurement specified in respective item description.

- 1.1 Contractor should maintain one computer with printer for keeping daily records and maintain the data.
- 1.2 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.
- 1.3 Inspection of work will be done by Engineer-in-Charge or his authorized representative. If the work is not found satisfactory Engineer-in-Charge reserves the right to take suitable action and shall be binding to the contractor.

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

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

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

- (i) **Measurement sheet (as per mode of measurement) along with joint record of work done in the form of joint inspection report** duly signed by authorized representative of contractor and GIPCL Engineer.
- (ii) Contractor's material incoming authorized challans from dealers / manufacturers duly stamped & signed by site engineer.
- (iii) Contractor's supplied material test certificate/reports as directed by Engineer-in-charge.

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



8. SUBMISSION OF STATUTORY COMPLIANCES WITH PERIODICAL/MONTHLY RA BILL/FINAL RA BILL

The contractor shall submit, one time or regularly, as applicable, the following documents along with the periodical/monthly RA bill/Final RA bill.

- (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 along with Format attached in Section F (Annexure-J)
- (ii) Notarized Indemnity Bond in case of Final bill.
- (iii) No claim - No arbitration certificate as per Proforma in Section F (Annexure-D), after the final bill amount is certified by GIPCL for payment and the same is made known to the bidder by GIPCL.

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

9. MOBILIZATION AND EXECUTION

- a) Contractor shall mobilize the resources at site within 7-15 days from the time the intimation given by GIPCL.
- b) Contractor shall provide required separate & independent site supervisors who will be responsible for supervision and execution of job in specified time with respect to quality, specifications, site preparations, safety, coordination 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.

10. DEFECT LIABILITY PERIOD

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

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

If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Civil works caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Company may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by GIPCL will be deducted by the Company from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which GIPCL may have against the Contractor in respect of such defects.

11. DELAY AND EXTENSIONS OF TIME

- 11.1** The time allowed for carrying out the work as entered in the contract shall be strictly observed by the CONTRACTOR and shall be deemed to be of the



essence of the contract on the part of the CONTRACTOR. The CONTRACTOR shall be allowed admittance to the site on the 'Date of Commencement' and he shall there upon and forthwith begin the work and shall proceed with the work with due diligence.

- 11.2** The CONTRACTOR agrees that the work shall be commenced and carried on at such points and in the order of precedence and at such times and seasons as may be directed by the OWNER/ ENGINEER in accordance with the schedule for completion of the work as outlined elsewhere. The CONTRACTOR declares that he has familiarized himself with the site and rights-of-way, with all the local conditions, and with all the circumstances which may, or are likely to affect the performance and completion of the work, and that he has allowed for such conditions. However, if a time schedule is submitted by the CONTRACTOR so as to keep the phasing of work generally in line with the time schedule drawn up and such time schedule after approval from the OWNER/ENGINEER shall be accepted and complied with by the CONTRACTOR and it shall form a part of the contract. The progress of work will be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of the contract.
- 11.3** 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 any other ground, he shall apply in writing to the OWNER within 7 days of the date of hindrance on account of which he desires such extension as aforesaid. This application shall invariably be accompanied by sufficient documentation giving reasons for seeking such extension. No application for such extension shall be entertained if it is not received in sufficient time to allow the OWNER / ENGINEER to consider it and the CONTRACTOR shall be responsible for the consequences arising out of such negligence.
- 11.4** No necessity for an extension of time is anticipated but if untoward or extraordinary circumstances beyond the control of the CONTRACTOR should arise, which in the opinion of the OWNER/ENGINEER should entitle the CONTRACTOR to a reasonable extension of time; such extension may be granted but shall not operate to release the CONTRACTOR from any of his obligations. For purpose of this clause, untoward and extraordinary circumstances are defined under clause 22.0 of General Condition of Contract. Under above circumstances, only extension of time may be granted but the CONTRACTOR will not be entitled to any additional compensation. In case of strike or lockout, the CONTRACTOR shall, as soon as possible, give written notice to the OWNER / ENGINEER, but the CONTRACTOR shall delay and shall do all that may reasonably be required to the satisfaction of the OWNER / ENGINEER to proceed with the work.
- 11.5** The OWNER shall have the right to require the discontinuance of the work, in whole or in part, for such time as may be necessary, should the condition of the weather or of flood or other contingencies make it desirable to do so in order that the works shall be well and properly executed. The CONTRACTOR shall have no claim for idle time, escalation etc. However, the OWNER will grant such extension of time for completion of the contract as he may think proper and sufficient in consequence of such delay.



12. **LIQUIDATED DAMAGES FOR DELAY**

- 12.1** In the event of the contractor failing to comply with the approved time schedule and if failing to complete all given scope of work (as specified in clause no. 1 of special condition of contract), he shall be liable to pay as compensation, a sum equal to half percent (1/2%) of the "Contract Value" per week of delay as Liquidated Damages (LD). However, the above amount of LD will be subject to maximum of 10% of the Contract Value. The L.D from R.A bill will be deducted based on contract value. However, at the end of contract, the L.D will be calculated based on the executed value as per final bill & excess amount of L.D deduction, if any, will be refunded back to the contractor.
- 12.2** The OWNER may without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of work, this penalty clause will be applicable after the expiry of such extension period.
- 12.3** All sums payable by way of Liquidated Damages shall be considered as reasonable compensation to be applied to the use of the OWNER without reference to the actual loss or damage sustained and whether or not any damage has been sustained.

13. **CERTIFICATE OF VIRTUAL COMPLETION**

The works shall not be deemed to be completed in any respect until a formal **Certificate of Virtual Completion** is issued in writing by the Engineer-in-Charge/Owner. This certificate will only be issued **after the contractor has fulfilled the following** conditions to the satisfaction of GIPCL:

1. **Substantial Completion of All Works:**

All scope items as per the contract and SoR must be completed in accordance with technical specifications, drawings, and quality standards.

2. **Clearing of Site:**

The site must be cleared of all debris, surplus materials, construction waste, tools, equipment, and temporary facilities not required for DLP.

3. **Submission of Required Documents:**

The contractor must submit all statutory documents, test reports, as-built drawings, material reconciliation statements, and any other documentation required under the contract.

4. **Engineer's Inspection & Approval:**

GIPCL's Engineer-in-Charge shall inspect the completed works and, upon being satisfied that the works meet contractual obligations (excluding minor items not affecting occupancy or use), shall issue the Certificate of Virtual Completion.



5. Start of Defect Liability Period:

The **Defect Liability Period shall commence** from the **date of issue** of the Certificate of Virtual Completion and not before.

Note: Issuance of this certificate does not relieve the contractor of any responsibilities related to correction of defects or contractual liabilities under other clauses.

14. GENERAL CONDITIONS OF CONTRACT

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

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



SECTION-E

PRICE BID (To be quoted online only through website):

<https://tender.nprocure.com>

Sr. No.	Description	Estimated Value with 18% GST (Rs.)	% Service charge (To be quoted by bidder)	Quoted Amount with Service charge and GST (Rs.)
(A)	(B)	(C)	(D)	(E) = (C) + ((C)x(D%))
	Slope Protection Work of diverted Nallah Embankment using Stone Gabion Work near 75 MW Solar Plant	11,58,73,311.63	Above/ Equal/ Below	

Note: The quoted percentage on given SoR will be inclusive of all materials (except fly/bed ash), labour cost, equipments, supervision, consumables, tools, tackles, profit & overheads, all taxes & duties (including GST), etc... Rates shall be firm for entire duration of contract period of 12 Months and extension thereof if any.

My rates are as under (only to be quoted online on <https://tender.nprocure.com>).

At estimated value

OR _____ %age above the estimated value

OR _____ %age below the estimated value.

Note:- (1) Percentage rate offer/bid price on SoR value with GST shall be quoted through online (n)-Procure only. Hard copy of price bid shall not be considered/accepted.
(2) Evaluation of tender will be done on gross total quoted amount with GST.

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



SECTION-E SCHEDULE OF QUANTITIES AND RATE (SOR)

Sr. No.	Item Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Earthwork in excavation below existing ground level up to 1.5 m depth for foundations and side slopes in all types of soil (including soft/hard soil, murrum, etc), including site clearance, removal of vegetation/unwanted materials, dewatering (if required), sorting and stacking of useful material, disposal of surplus earth up to 1.0 km lead including loading, transportation and unloading, levelling and dressing of sides and bottom to required line, level and slope, compacting of excavated surface manually or using compactor, all tools, plants, labour, safety measures as per IS 3764 and environmental compliance, complete as per site condition and as directed by Engineer-in-Charge. The excavation measurement for payment shall be based on initial level, final level and volume calculation by GIPCL surveyor using total station. For mode of measurement Ref Clause no 1.31 of Section D Special conditions of Contract.	21,632.740	M3	121.91	26,37,247.33
2	Same as Item no1 but for depth 1.5 to 3.0 mt	2,715.740	M3	135.15	03,67,032.26
3	Same as Item no1 but for depth 3.0 to 5.0 mt	10,953.570	M3	148.17	16,22,990.47
4	Same as Item no1 but for depth more than 5.0 mt	5,498.290	M3	170.14	09,35,479.06
5	Filling of fly ash/bed ash below gabion work for embankment construction along the Nallah in required line, level, and slope, including all leads and lifts. The scope includes collection and transportation of fly ash/bed ash from GIPCL plant silos to designated locations using fully covered dumpers/trucks to minimize dust generation and ensure environmental compliance. After transporting and stockpiling approximately 5 to 6 truckloads at each designated location, the contractor shall carry out flooding of the ash using hose pipes to suppress dust and improve workability. Immediately after flooding, the wetted fly ash/bed ash shall be shifted to the embankment site using JCBs and dumpers and filled without delay, in order to avoid hardening and ensure proper placement. The material shall be spread in layers of loose thickness not exceeding 30 cm and each layer shall be properly leveled, dressed, watered, and compacted manually or mechanically to achieve the desired density. The final profile shall match the required line, level, and slope as per the drawings/sketches and as directed by the Engineer-in-Charge, suitable for subsequent gabion work. Fly ash/bed ash will be issued free of cost from GIPCL silos; however, all activities including transportation, stockpiling, flooding, shifting, spreading, levelling, watering, compaction, and disposal of excess/unusable material shall be in the scope of the contractor. The contractor shall also ensure implementation of all safety precautions, environmental safeguards, and deployment of necessary manpower, equipment, tools, and machinery to complete the work in all respects as directed by the Engineer-in-Charge. All works shall be subject to inspection and quality control checks as per the approved QA/QC plan. Moisture content, compaction levels, and layer thickness shall be verified periodically. Material movement logs and test records shall be maintained and submitted as part of compliance documentation. For mode of measurement Ref Clause no 1.31 of Section D Special conditions of Contract.	18,388.840	M3	300.00	55,16,652.00



Sr. No.	Item Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
6	Gabion Toe Wall Providing and fixing BIS-certified and CE-marked metal gabion boxes of 1.0 metre height, manufactured indigenously as per the required sectional dimensions. The gabion boxes shall be made from mechanically woven, hexagonal-shaped, double-twisted wire mesh of type 10x12, with all edges mechanically selvaged. The mesh wire shall be heavily galvanized and PVC coated, with a core wire diameter of 2.70 mm (ID) and 3.70 mm (OD), and edge wire of 3.40 mm (ID) and 4.40 mm (OD), conforming to IS 16014:2018. Gabion boxes shall be filled with hard, angular stones of size 150 mm to 250 mm, having a Los Angeles Abrasion Value of less than 45, and conforming to IRC:SP:116-2018 specifications. The filled gabions shall be placed in position at the required location, line, level, and slope, as per drawings and directions of the Engineer-in-Charge, including tying and securing all joints with 3% lacing wire of 2.20 mm (ID) and 3.20 mm (OD). The work shall include transportation, handling, placement, assembly, tying, and all leads and lifts. The scope shall be as per MoRTH Section 2500 and IS 16014. All works shall be subject to inspection and quality control checks as per the approved QA/QC plan. Test certificates for wire mesh, coatings, and related materials shall be submitted for review and approval prior to installation. (Note: Cost of stone procurement is excluded and shall be paid under a separate item.)	11,253.830	M3	2000.00	02,25,07,660.00
7	Gabion Mattress Providing and fixing BIS-certified and CE-marked gabion mattresses of 0.3 m thickness, manufactured indigenously as per required sectional dimensions. The mattresses shall be fabricated from mechanically woven, hexagonal-shaped, double-twisted wire mesh of 10x12 type, with all edges mechanically selvaged. The mesh wire shall be heavily galvanized with a zinc + PVC coating, with internal/external diameters of 2.70 mm / 3.70 mm for body wire and 3.40 mm / 4.40 mm for edge wire, conforming to IS 16014:2018. The mattresses shall be filled with hard, angular stones of 150 mm to 250 mm size, having a Los Angeles Abrasion Value of less than 45, conforming to IRC:SP:116-2018. The filled mattresses shall be placed in the required location, line, level, slope, and section as per drawings and as directed by the Engineer-in-Charge, including tying and securing all joints using 3% lacing wire of 2.20 mm / 3.20 mm (ID/OD). The work shall include transportation, handling, assembly, filling, placement, tying, and all leads and lifts complete as per specifications in IS 16014 and MoRTH Section 2500. (Note: Cost of stone procurement is excluded and shall be paid under a separate item.) All works shall be subject to inspection and quality control checks as per the approved QA/QC plan. Test certificates for wire mesh and coating shall be submitted for approval before use. For mode of measurement Ref Clause no 1.31 of Section D Special conditions of Contract.	23,272.380	M2	1125.00	2,61,81,427.50



Sr. No.	Item Description	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
8	Non-Woven Geotextile Providing and laying CE-marked, needle-punched and mechanically bonded non-woven geotextile of class PR 20 (MoRTH Type 2), made from high-quality, UV-stabilized polypropylene staple fibres, conforming to MoRTH Section 700 and relevant clauses of Section 900. The geotextile shall be indigenously manufactured and installed behind gabion structures on a properly prepared surface to serve the functions of separation, filtration, and drainage. It shall have a minimum mass of ≥ 200 GSM, and meet the specified tensile strength, puncture resistance, permeability, and apparent opening size (AOS) as per MoRTH Table 700-3 for Type 2 geotextile. The material shall be laid with a minimum 300 mm overlap at all joints (or as per manufacturer's recommendation), without folds or wrinkles, and securely pinned or anchored in position to prevent displacement. Installation shall follow approved methodology and drawings. All materials shall be accompanied by manufacturer's test certificates and markings. The work shall be subject to inspection and quality control checks as per the approved QA/QC plan, including verification of GSM, tensile strength, overlap, placement, and surface preparation. Records of batch numbers, material movement, and photographic documentation shall be maintained and submitted for approval. Complete in all respects, including labour, tools, equipment, and all incidental works, as directed by the Engineer-in-Charge. For measurement plan area shall be considered (Overlap, Wastage etc shall not be payable)	45,372.910	M2	110.00	49,91,020.10
9	Supplying of Stones Supplying of hard, durable stones of size 150 mm to 250 mm (measured along the longest dimension) for filling of gabion facia. The stones shall be angular, non-degradable, and free from dust, clay, organic matter, and weathered surfaces, conforming to the technical requirements of IRC SP:116-2018. The stones shall have a Los Angeles Abrasion Value of less than 45 and shall be suitable for use in hydraulic and retaining structures. The scope includes quarrying, sorting, loading, transportation, unloading, local shifting at site, and all handling operations, complete in all respects as directed by the Engineer-in-Charge. Stones shall be supplied with source approval, and test certificates for abrasion value and physical quality shall be submitted prior to use. Random samples may be tested on-site as per QA/QC plan. For measurement, please refer Clause no 1.31 of Section D Special conditions of Contract.	21,672.630	M3	1500.00	3,25,08,945.00
10	Labour charges for laying, spreading, and hand-packing of hard stone rubble of size 150 mm to 250 mm in a compacted layer of approximately 300 mm thickness as foundation bedding below gabion toe wall. The work includes proper manual placing, interlocking, packing of voids, Compaction of foundation base by Baby Roller, Compactor or any other approved method such as fly ash filling etc and achieving uniform line, level, and slope as per drawing and as directed by the Engineer-in-Charge. The layer shall be compacted manually or by plate compactor as required to form a stable foundation surface. (Note: Cost of stone procurement and transportation is excluded and shall be paid under a separate item.)	2065.040	M3	450.00	9,29,268.00
	Total estimated Value of Work (Excluding GST)>>				9,81,97,721.72
	18% GST >>				1,76,75,589.91
	Total estimated Value (Including 18 % GST) (A+B) >>				11,58,73,311.63



GENERAL NOTE:

Above Total estimated SoR Value **(Rs. 11,58,73,311.63)** are inclusive of all labour cost, material cost (except bed/fly ash), tools & tackles, equipments, vehicles, consumables, supervision, transportation, Royalties, Rents, **GST@ 18%**, Stamp Duties, Central or State Government or Local body or Municipal Taxes or Duties or any other duty / tax, levied by the Central, State Government or other Public bodies.

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1.0 ANNEXURE-A

For the month of :

- Date : _____ Signature of Contractor _____
with official stamp



2.0 **ANNEXURE-B**

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

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

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

1. WHEREAS Gujarat Industries Power Company Limited having its office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. (hereinafter referred to as "Contractor(s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company's contract No./ work order No.....dateand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors

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

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

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



there under. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

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

Date _____

..... Bank
Corporate Seal of the Bank

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

With Seal & Signature code



3.0

ANNEXURE-C

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on non-judicial stamped paper of approximate value)

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

1. WHEREAS M/s. Gujarat Industries Power Company Limited having its Corporate Office at PO: Ranoli, Dist. Vadodara – 391 350, Gujarat State, India (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called "the said tender") to M/s.....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs..... (Rupees.....only) towards earnest money in lieu of cash.
2. WeBank having its branch office at
..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.



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

Date _____

.....Bank
Corporate Seal of the Bank

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



4.0 **ANNEXURE-D**

PROFORMA CERTIFICATE
(No claim, No arbitration)

To,
Addl General Manager (O&M), SLPP
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
Village: Nani Naroli, Ta. Mangrol,
Dist. Surat – 394112 (Gujarat).

Dear Sir,

Subject:_____

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

We hereby confirm with free consent as under:-

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

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

For, M/S._____

Signature, Stamp and date.



5.0 ANNEXURE-E

LIST OF REQUIRED MINIMUM EQUIPMENTS, TOOLS & TACKLES

Sr. No.	Description	Quantity
1	Poclain	As and when required.
2	JCB	As and when required.
3	DG Set	As and when required.
4	Tractor trolley/Dumper /Truck	05
5	Closed Truck	03
6	Plate compactor	02
8	Water Tanker	02
9	Dewatering Pump with Hose Pipe	01
10	Auto level (With calibration certificate)	01
11	Tools and Tackles (Iron pan, Spade, Pickaxe, Crowbar, PVC Curing Pipes, line dori, lime powder, hand gloves, power cable etc)	As per the requirement.

NOTE:-

The Contractor shall note that above list is not exhaustive and if any additional tools & tackles or equipment, machinery etc., are required for proper performance of the contract, the contractor shall also arrange the same immediately without any extra cost to GIPCL. Above equipments shall be in good condition for execution of work.



6.0 **Form-A**

List of qualifying staff to be submitted with physical documents

Sr. No.	Name of Supervisor	Qualification	Experience

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

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

7.0 **Form-B**

List of Tools & Tackles to be submitted with physical documents

Sr. No.	Description	Nos.	Status

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

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



8.0 ANNEXURE-F

Declaration Cum Undertaking for Safety Laws and Regulations Compliance

(To be submitted on Company's Letter Head)

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder

Declaration for Contractual Disputes/ Litigations

(To be submitted on Company's Letter Head)

Please Tick (✓) whichever is correct option

_____ on behalf ofName of Party/Company.....hereby confirm that I /We have

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

Please Tick()

OR

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

Please Tick()

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

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

Signed and Stamped by the
Authorized Signatory
Of the Bidder



9.0 ANNEXURE-G

Schedule of Deviation from Technical Specification and Commercial Terms and Conditions

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

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

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



10. ANNEXURE-H

PARTICULARS OF THE BIDDER

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

COMPANY SEAL

.....

.....

SIGNATURE

NAME

DESIGNATION

COMPANY

DATE



11.0 ANNEXURE-I

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

1. For making online payment, first go to the website: www.gipcl.com

2. Then, click on the caption/link as can see like:

“Click here for Making Online Payment of EMD/SD, Advance for Ash, Advance for DM water etc.”

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

3. After clicking the link the new page will open. On this page, No need to enter User Name and Password. Directly click on “Payment Form” given below the sign in option.

4. After clicking the “Payment Form”, the vendor has to enter the details asked which will be self-explanatory. It is desired that all the information may be filled correctly so that the payment made can be tracked.

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

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

After entering the details, click on SUBMIT Button.

5. The vendor/Party will be redirected to Payment Gateway.

By selecting the desired payment mode, payment can be made:

6. After making the payment, the receipt will be generated which has to be shared with Concerned Person of GIPCL.

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

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



12. ANNEXURE-J

CERTIFICATE OF COMPLIANCE BY CONTRACTOR

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

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

For M/s.
Authorized Signature with Stamp

Place: Nani Naroli
Date :

Through : HoD

To,
GM (HR&A)



SECTION-G

APPROVED MAKE, BID DRAWING & TECHNICAL SPECIFICATION

Name of Work: - Slope Protection Work of diverted Nallah Embankment using Stone Gabion Work near 75 MW Solar Plant”

Approved Make:-

- 1) **Gabion and Gabion Mattress:** - Maccaferri Environmental Solutions Pvt. Ltd., A1 Fence Products Company Pvt. Ltd., TechFab (India) Industries Limited, GARWARE TECHNICAL FIBERS
- 2) **Non-Woven Geotextile:** - Khator Technical Textiles Ltd. (KTTL), TechFab (India) Industries Limited, SKAPS Industries India Pvt. Ltd., A1 Fence Products Company Pvt. Ltd, GARWARE TECHNICAL FIBERS.

BID DRAWING: - ATTACHED SEPERATELY.

However, attached drawing is indicative only and sections shown in drawing can vary with actual section depending upon site condition at the time of execution. The final section shall be decided by Engineer in Charge.



Technical Specification of Gabion:

Tensile strength:	The wire used for the manufacture of Mesh shall have a tensile strength minimum 350 N/mm ² — 550 N/mm ² in accordance with IS 280. Wire tolerances shall be in accordance with IS 16014 (Class T1).
Elongation	Elongation of wire shall not be less than 10%. Test must be carried out on a sample at least 20 cm long.
Metallic coating	Zinc metallic coating- When subjected to test in a sulphur dioxide environment according to the procedures in ISO 6988 (0,2 dm ³ SO ₂ per 2 dms water) after 14 cycles of discontinuous test, the mesh samples surface shall not show more than 5 % of DBR (Dark Brown Rust). When subjected to the neutral salt spray test according to the procedures in ISO 9227 after a period of 500 h of exposure, the mesh sample surface shall not show more than 5 % of DBR.
Internal Connecting Wires	Cross Ties/ stiffener wire: Galvanized wire diameter 2.2 mm, and with Polymeric coating, 3.2mm when measured with Polymeric coating.
PVC (Polyvinyl Chloride) Coating	<ul style="list-style-type: none"> • Specific gravity — in the range from 1.30 to 1.35 when tested in accordance with IS 13360(Part 3) / ISO 1183. • Tensile strength — Not less than 20.6 MPa when tested in accordance with IS 13360 (Part 5) /ISO 527. Elongation at break: not less than 200% in accordance with ISO 527. • Hardness — Shore 'D' between 50 and 60, when tested in accordance with IS 13360 (Part 5) / ISO 868. • Resistance of PVC coating to sodium chloride solution — When PVC coated wire is tested in accordance with IS 16014, there shall be no loss of mass. • Salt spray exposure — The PVC shall show no effect after 3000 h of salt spray exposure in accordance with IS 13360 (Part 8)/ ISO 9227 • Coating thickness — Nominal 0.5mm and minimum 0.4mm

Minimum Mass of Metallic Coating for Heavily	Sr. No	Nominal Diameter of Galvanized Wire mm	Mass of Zinc coating g/m ²	Permitted Tolerances on wire diameters mm
Coated, Soft Type for Different Wire Sizes Used in Gabion	1	2	240	10.05
	2	2.2	240	10.06
	3	2.4	260	10.06
	4	2.7	260	10.07
	5	3	270	+0.08
	6	3.4	270	+0.09
	7	3.9	280	+0.10

Technical Specification of Gabion	Mesh opening	Mesh Type	'D' Mesh Opening Nominal Size (mm)	Tolerance (%)
		10x12	100	- 4 to +12
		Characteristics	10x12 (Mess Type) Zn + Polymer coated Mesh wire dia,mm	2.7/3.7(ID/OD)*
		Edge/Selvedge wire dia,mm	3.40/4.40(ID/OD)*	
		Lacing wire dia,mm	2.20/3.20(ID/OD)*	
		Polymeric coating thickness, mm	Nominal-0.50, Minimum-0.40	
		Tolerance in size of gabion box	Length and Width 15 percent; Height >0.3 m 15 percent; Height10.3m +10 percent;	